



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITAS PEMBANGUNAN NASIONAL VETERAN**

**JAKARTA, INDONESIA**

**AND**

**WALAILAK UNIVERSITY, THAILAND**

**This Memorandum of Understanding** (hereinafter referred to as **“MOU”**) is made on this 20<sup>th</sup> day of December 2021.

**BETWEEN**

**UNIVERSITAS PEMBANGUNAN NASIONAL VETERAN JAKARTA** (here in after referred to as **“UPNVJ”**), an institution of higher learning whose address is at Jalan RS.Fatmawati No. 1, Pondok Labu, Jakarta Selatan 12450, Indonesia and shall include its lawful representatives and permitted assigns;

**AND**

**WALAILAK UNIVERSITY** (here in after referred to as **“WU”**), a public university whose address is at 222 Thaiburi, Thasala District, Nakhon Si Thammarat, Thailand, 80161 and shall include its lawful representatives and permitted assigns;

(here in after referred to singularly as **“the Party”** and collectively as **“the Parties”**),

**WHEREAS**

- A. UPNVJ is an established University which dedicates to excellence in undergraduate and postgraduate education and to create long term international partnerships in a manner consistent with its stated strategic goals. UPNVJ currently has national and international Pentahelix collaborations (academics, industry, media, community and government). Active publication in indexed international journals, national journals and has excellent research and publications.
- B. WU is a public research university located in the south of Thailand. It is designed as a comprehensive university (with a variety of programs of study). Walailak University graduates are expected to have practical intelligence, adversary quotient, liberal arts perspective and technology competence, all integrated with high moral. All activities are designed to enhance Walailak University's uniqueness in its ultimate goal to become

**“A World Class University” where all the global citizens can find the riches in the knowledge, wisdom and culture.**

- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.**

**THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:**

**ARTICLE I**  
**OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop Academic and Research & Community Service Collaboration between the Parties on the basis of equality and mutual benefit.

**ARTICLE 2**  
**AREAS OF CO-OPERATION**

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
  - a) the exchange of academic and administrative staff;
  - b) the exchange of students;
  - c) joint research on scientific and technological subjects;
  - d) joint scientific and technological meetings, symposiums and lectures;
  - e) the exchange of academic findings, publications, and other academic and educational information as appropriate; and
  - f) any other areas of co-operation to be mutually agreed upon by the Parties.
  
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 this Memorandum of Understanding will be superseded by a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual

property rights” and “settlement of dispute” and other matters as contained in **Appendix A** of this Memorandum of Understanding.

### **ARTICLE 3**

#### **IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS**

The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinators will serve as the contact person on campus, being responsible of implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting students/experts and arrangements associated with their visits.

### **ARTICLE 4**

#### **FINANCIAL ARRANGEMENTS**

- 4.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.
- 4.2 Notwithstanding the provision of sub-article 4.1, the Parties agree to discuss and further negotiate before implementing any specific academic or research programs on specific budget.

### **ARTICLE 5**

#### **EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

**ARTICLE 6**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 6.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
- 6.2 The use of the name, logo and/ or official emblem of any of the Parties on any publication, document and/ or paper is prohibited without the prior written approval of either Party.
- 6.3 Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out:
- i. jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - ii. solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

**ARTICLE 7**  
**DURATION AND TERMINATION**

- 7.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period for three (3) years subject to review and modification as mutually agreed upon.
- 7.2 Thereafter, if the parties here to wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 7.3 Notwithstanding anything in this article, either party may terminate this Memorandum of Understanding by notifying the other party to its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty.

- 7.4 Such notice of termination does not affect any individual students and/or staff who have already commenced or been accepted by either party.
- 7.5 Memorandum of Understanding extension can be given 6 months' notice before the Memorandum of Understanding expires.

**ARTICLE 8**  
**REVISION AND MODIFICATION**

- 8.1 Either Party may request in writing a revision or modification of all or any part of this Memorandum of Understanding.
- 8.2 Any revision or modification agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 8.3 Such revision or modification shall come into force on such date as may be determined by the Parties by mutual agreement.
- 8.4 Any revision or modification shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision or modification.

**ARTICLE 9**  
**CONFIDENTIALITY**

- 9.1 Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
- 9.2 For purposes of paragraph 9.1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party), prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any

document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

- 9.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

## **ARTICLE 10** **SUSPENSION**

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

## **ARTICLE 11** **SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/ or implementation and/ or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/ or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

## **ARTICLE 12** **LANGUAGE AND NOTICES**

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UPN Veteran Jakarta or Walailak University, as the case may be, shown below or to such other address or electronic mail address of facsimile as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:



To : **UPN Veteran Jakarta (UPNVJ)**  
Jalan RS. Fatmawati, Pondok Labu, Jakarta Selatan,  
DKI Jakarta 12450, INDONESIA  
Attn : Dean/Director of Faculty/Centre  
Tel : +62 765 6971  
E-mail : [upnvj@upnvj.ac.id](mailto:upnvj@upnvj.ac.id)

To : **Walailak University (WU)**  
222 Thaiburi, Thasala, Nakhon Si Thammarat  
80160, Thailand  
Attn : Director of Center for International Affairs  
Tel : +66 7547 6353  
E-mail : [interaffairs.wu@gmail.com](mailto:interaffairs.wu@gmail.com)

The foregoing record represents the understandings reached between **UNIVERSITAS PEMBANGUNAN NASIONAL VETERAN JAKARTA** and the **(UNIVERSITY)** upon the matters referred to therein.

*[the rest of this page is intentionally left blank]*

**IN WITNESS WHEREOF**, the undersigned being duly authorised thereto, have signed this Memorandum of Understanding.

Signed on 20<sup>th</sup> day of December 2021 in TWO (2) original texts written in English.

**Signed by**

for and on behalf of the

**UNIVERSITAS PEMBANGUNAN NASIONAL  
VETERAN JAKARTA (UPNVJ)**

.....

**Dr. Erna Hernawati, Ak.,CPMA.,CA.**

Rector

In the presence of:

.....

**Dra. Intan Hesti Indriana, MM.**

Head of Bureau of Academics, Student Affairs, Planning,  
and Cooperation

**Signed by**

For and on behalf of the

**WALAILAK UNIVERSITY (WU)**

*S. Thamrongthanyawong*  
.....  


**Prof. Dr. Sombat Thamrongthanyawong**

Acting President

In the presence of:

*Patnarin Supakorn*  
.....  


**Asst. Prof. Dr. Patnarin Supakorn**

Acting Director, Center for International Affairs