

MEMORANDUM OF UNDERSTANDING

BETWEEN



UNIVERSITI TEKNOLOGI MARA, MALAYSIA

AND



WALAILAK UNIVERSITY, THAILAND

**ON FRIENDSHIP AND COOPERATION, PROMOTION OF MUTUAL
UNDERSTANDING, ACADEMIC, CULTURAL AND SCIENTIFIC THOUGHT
AND PERSONNEL EXCHANGE**

This Memorandum of Understanding is executed

BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as "UiTM"), an institution of higher learning established under the Universiti Teknologi MARA Act 1976 whose address is at Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia and shall include its lawful representatives and permitted assigns;

AND

WALAILAK UNIVERSITY (hereinafter referred to as "WU") a public comprehensive university established by the Late King Bhumibol Adulyadej formally approved the legislation establishing Walailak University on the 29th March 1992 whose address is at 222 Thaiburi, Thasala District, Nakhon Si Thammarat 80160, Thailand and shall include its lawful representatives and permitted assigns;

(hereinafter referred to singularly as "the Party" and collectively as "the Parties")

WHEREAS

- A. UiTM is an established University with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts.
- B. WU is an established university/professional/research centre which strives to strengthen its research and educational abilities, and has entered into various collaborative arrangements with others to enhance its academic links and cooperation.
- C. The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

NOW THIS MOU WITNESSES AS FOLLOWS:

ARTICLE 1: 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, shall endeavour to strengthen, promote and develop academic, cultural and research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2: AREAS OF COOPERATION

- 2.1 Both parties agree to encourage the following activities, in particular, to promote international academic cooperation in the following areas:
- a) institutional exchanges between faculty and staff from each partner institution;
 - b) acceptance of undergraduate and graduate students of each partner institution for periods of study and/or research;
 - c) organization of symposia, conferences, short courses and meetings on research issues;
 - d) exchange of information pertaining to developments in teaching, student development and research institutions;
 - e) mutually promote information and activities of the other Party within the scope of the Memorandum of Understanding on their respective websites (subject to prior written approval for the use of any logos or trademarks); and
 - f) cooperation in any other areas as agreed to by the Parties from time to time.
- 2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1 the Parties shall enter into legally binding agreements 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 disputes”.

ARTICLE 3: FINANCIAL ARRANGEMENTS

- 3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.
- 3.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

ARTICLE 4: EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, any legally binding or enforceable obligations, express or implied, under domestic or international law.

ARTICLE 5: NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either party as the agent of the other.

ARTICLE 6: ENTRY INTO EFFECT AND DURATION

- 6.1 This Memorandum of Understanding shall become effective as of the date of signatures of both parties, or if the dates vary, then the date of the later signature.
- 6.2 This Memorandum of Understanding shall remain in effect for a period of THREE (3) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed upon in writing by both parties.

ARTICLE 7: TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of THIRTY (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

ARTICLE 8: NOTICES

Any communication under this Memorandum of Understanding shall 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 Universiti Teknologi MARA or the Walailak University, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the other Party 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 Universiti Teknologi MARA :

Address : Akademi Pengajian Bahasa
Universiti Teknologi MARA
40450 Shah Alam, Selangor, Malaysia

Attention : Dean

Office : Akademi Pengajian Bahasa

Tel. : +603 5544 2398

Fax : +603 5544 2493

e-mail : a.mazli@salam.uitm.edu.my / noorazura33@uitm.edu.my

To Walailak University :

Address : 222 Thaiburi, Thasala District,
Nakhon Si Thammarat 80160, Thailand

Attention : Director

Office : Center for International Affairs

Tel. : +66 75 673762

Fax : + 66 75 673766

e-mail : interaffairs@gmail.com; janyachanchaichujit@gmail.com;
cjirapor@wu.ac.th

**RENEWAL OF MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITI TEKNOLOGI MARA (UiTM) MALAYSIA
AND
WALAILAK UNIVERSITY(WA) THAILAND**

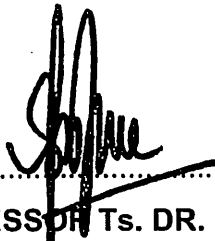
In order to continue to promote mutually advantageous collaboration between UiTM and WA, the two institutions hereby agree to renew the Memorandum of Understanding (MoU) that was signed between the two institutions on the 7 April 2016 which will expire on the 7 April 2021. The MoU shall be renewed for a further term of three (3) years from 7 April, 2021 to 7 April, 2024.

This MoU shall become effective upon the last signature by the representatives of the two institutions.

The text of this MoU is established in English, and each institution shall keep one copy.

Signed By
For and on behalf of

**UNIVERSITI TEKNOLOGI MARA
SHAH ALAM, SELANGOR,
MALAYSIA**



.....
**PROFESSOR Ts. DR. HAJAH ROZIAH
MOHD JANOR**
Deputy Vice Chancellor
(Academic and International)

Date: **25.5.21**

Signed By
For and on behalf of

**WALAILAK UNIVERSITY
NAKHON SI THAMMARAT
THAILAND**



.....
**PROFESSOR DR. SOMBAT
THAMRONGTHANYAWONG**
President of Walailak University

Date: **27.07.2021**

Witnessed by :



.....
PROFESSOR DR HAJI
OTHMAN ISMAIL
Dean

Witnessed by :



.....
ASSISTANT PROFESSOR DR.
JANYA CHANCHAICHUJIT
Director