



มหาวิทยาลัยวลัยลักษณ์
WALAILAK UNIVERSITY

MEMORANDUM OF UNDERSTANDING

BETWEEN

SULTAN AZLAN SHAH UNIVERSITY, MALAYSIA

AND

WALAILAK UNIVERSITY, THAILAND

(ON 30th MAY 2023)

THIS MEMORANDUM OF UNDERSTANDING is made on 30th MAY 2023.

BETWEEN

SULTAN AZLAN SHAH UNIVERSITY (hereinafter referred to as "**USAS**"), an institution of higher learning established under the Private Higher Educational Institutions Act 1996 [*Act 555*] whose address is at Bukit Chandan, 33000 Bandar Diraja Kuala Kangsar, Perak Darul Ridzuan, Malaysia and shall include its lawful representatives and permitted assigns on the one part.

AND

WALAILAK UNIVERSITY (hereinafter referred to as "**WU**"), is the university established in 1992, whose address is at 222 Thaiburi, Thasala District Nakhonsithammarat, 80160, Thailand and shall include its lawful representatives and permitted assigns of the other part.

[**USAS** and **WU** hereinafter referred to singularly as "the party" and collectively as "the Parties"]

WHEREAS

- A. USAS is a university administered in accordance with the philosophy and concepts of "*Rahmatan Lil 'Alamiir*" (blessings to the whole world) in all fields of knowledge, research, publication and innovation of the University and strengthening its capabilities in academic, research, community service and internationalization by taking various initiatives cooperation with institutions and organizations to strengthen the excellence of higher education in the country and bring benefits to

contemporary society and globalization in accordance with the “Pelan Strategik Pengajian Tinggi Negara”.

- B. WU is a comprehensive and research – intensive university where global citizens can discover a wealth of knowledge.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the parties upon the terms as contained herein.
- D. This MoU sets out below the general framework and intentions of the Parties for the collaboration and for the facilitation of further definitive agreement(s).
- E. In achieving the objectives of this MoU, the Parties will work on the basis of reciprocity within the parameters of their respective laws, constitution, regulations and/or policies.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

1. SCOPE OF COLLABORATION

1.1 General

- a) The parties to this MOU intend that it should recognize the goodwill that exists between them, and that it should facilitate the development of further specific agreements and forms of collaboration. A detailed action and business plan will be produced by the two parties, which will prioritize development plans and identify key staff within each institution’s academic units and professional services in order to progress the initiatives. On the completion of due processes, it is intended that this memorandum would be superseded and replaced by an Academic Agreement, which will capture the detail of the agreed areas of collaboration;

- b) The purpose of the collaboration is to support **both USAS and WU's** aspiration as comprehensive research-informed universities, recognized for their innovative teaching and learning, social services and education management. Both the USAS and WU transforms students into lifelong learners, dedicated to service, with the knowledge, skills and confidence to succeed and lead in the region, state, nation and world;
- c) The parties are desirous of collaborating on academic programme, credit recognition, staff exchange and student exchange between the faculties; and
- d) The collaboration is intended for the mutual benefit to both parties.

2. Management of the collaboration

In order to further the co-operation intended by this MOU, and to facilitate effective communication and management of information, Walailak University and Sultan Azlan Shah University agree that they will each nominate a liaison officer.

For USAS : Prof. Dato' Dr. Ahamed Kameel Bin Mydin Meera
Dean, Faculty of Management and Information Technology
Email: akameel@usas.edu.my

For WU : Associate Professor Dr. Poopong Boonbrahm
Acting Dean, School of Informatics
Email: poopong@gmail.com

3. Collaboration Programs

- a. The universities agree to promote the following activities based on their respective academic and educational needs.
- b. Student Mobility Program and industrial training (graduate and undergraduate).
- c. Staff exchange and visiting lecturer program.

- d. Internship Programs (undergraduate).
- e. Exchange of Professors and other colleagues to teach, to collaborate in research and publication and to engage in the other professional activities.
- f. Organization of joint research programs, as well as exchange of information about conferences, workshops, and mutual assistance to participate in them.
- g. Other feasible and relevant educational activities to be engaged upon according to this agreement and in the spirit of developing education for mutual benefit to the parties, students and the public.
- h. Supporting activities/services such as Language Training, orientations and preparatory courses are considered.

4. FINANCIAL PROVISIONS

- 4.1 This MoU will not give rise to any financial obligation by one Participant to the other;
- 4.2 Except as otherwise set out in this MoU, each Participant will bear its own cost and expenses in relation to this MoU.

5. TERM AND TERMINATION

This MoU shall commence on the date of this MoU and, unless earlier terminated in accordance with the terms of this MoU, will continue for a period of five (5) years.

6. EFFECT OF TERMINATION / EXPIRATION

Subject as otherwise provided herein and to any rights or obligations which may have accrued prior to termination / expiration, neither party shall have any further obligation to the other under this MoU.

7. NOTICE

All notices required or permitted under this MoU shall be in writing and shall be deemed duly served if delivered personally or sent by email or by registered airmail to the addressee at the address as stated below or (as the case may be) the email number as the Party to be served may have notified the other party for the purposes of this MoU. Any notice sent by email shall be deemed served when notice that it has been received by the device at the correct email address is returned to the sending Party and notice served by registered airmail shall be deemed served forty-eight (48) hours after dispatch thereof:

To USAS : VICE CHANCELLOR
Sultan Azlan Shah University
Bukit Chandan, 33000, Bandar Diraja Kuala Kangsar
Perak Darul Ridzuan, Malaysia
(PTJ): Office of Deputy Vice Chancellor
Academic and Student Affairs)
Telephone : +605-773 2323
Facsimile : +605-773 2307
E-mail : tnc.ahep@usas.edu.my

To WU : PRESIDENT
Walailak University
222 Thaiburi, Thasala District
Nakhonsithammarat 80161 Thailand
Telephone : +66-7567-3000, +66-7538-4000
Facsimile : -
E-mail : sombat.th@wu.ac.th

Any change of address of a Party shall be promptly communicated in writing to the other Party.

8. CONFIDENTIALITY

8.1 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 MoU or any other agreements made pursuant to this MoU.

8.2 For purposes of paragraph (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 MoU 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.

Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

9. NON-EXCLUSIVITY

This MoU is not intended to create an exclusive arrangement between the Parties for the matters described above.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 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.

10.2 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.

10.3 Notwithstanding anything in paragraph (1) above, the intellectual property rights in respect of any technological development, and any 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 the party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the party concerned.

11. MODIFICATION

Any modification, amendment or variation of this MoU shall only be effective if made in writing and signed by the duly authorized representatives of the Parties.

12. PUBLICITY

- a) It is agreed that in the event any Parties may require to provide any press release or other public statement or disclosure concerning this Memorandum of Understanding such press release or public statement or disclosure must be approved by the other Party in advance prior to any such disclosure.
- b) Either Party shall have the right to use the Marks of the other Party to market and promote the collaborations under this MoU. Each Party agree to use any data or information received from the other Party in a proper and legitimate way and in accordance with the branding guidelines of the other Party.

13. NO AGENCY OR PARTNERSHIP

Nothing in this MoU shall be considered as establishing an agency or partnership between the Parties or limiting the powers or rights of any Party to carry on its separate business for its sole benefit. No Party shall have any right, power or authority to enter into any agreement or give any undertaking for, or act on behalf of, or to act as or be an agreed representative of, or otherwise to bind any other Party.

14. SUSPENSION

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

15. SETTLEMENT OF DISPUTES

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

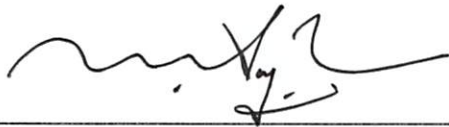
16. GOVERNING LAWS

This MoU shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts in Malaysia.

IN WITNESS WHEREOF, the undersigned duly appointed representatives of the Parties have signed the present MoU in three counterparts on the day and year first above written.

Signed for and on behalf of:

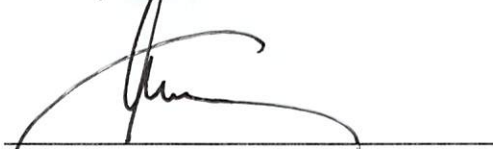
SULTAN AZLAN SHAH UNIVERSITY



**PROF. DATO' DR. WAN SABRI
BIN WAN YUSOF**

Vice Chancellor

In the presence of:



**ASSOC. PROF. DR. ANAS
BIN MD YUSOF**

Deputy Vice Chancellor
Administration & Finance

In the Witness of:

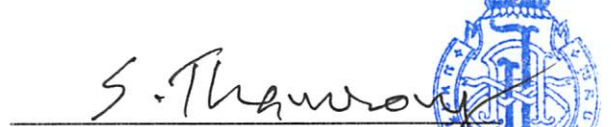


**PROF. DATO' DR. AHAMED KAMEEL
BIN MYDIN MEERA**

Dean, Fakulty of Management and
Information Technology

Signed for and on behalf of:

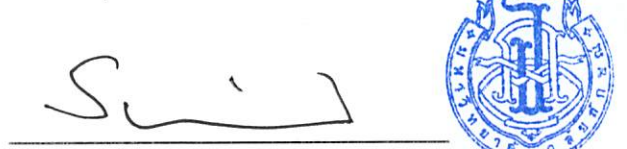
WALAILAK UNIVERSITY



**PROF. DR. SOMBAT
THAMRONGTHANYAWONG**

President

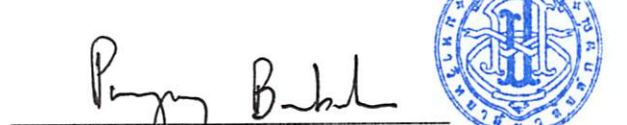
In the presence of:



**ASSOC. PROF. DR. SURIN
MAISRIKROD**

Acting Vice President for Global
Engagement and faculty Development

In the Witness of:



**ASSOC. PROF. DR. POONPONG
BOONBRAHM**

Acting Dean, School of Informatics