



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI SULTAN ZAINAL ABIDIN, MALAYSIA

AND

WALAILAK UNIVERSITY, THAILAND

THIS MEMORANDUM OF UNDERSTANDING is made this _____;

BETWEEN

UNIVERSITI SULTAN ZAINAL ABIDIN (hereinafter referred to as "UniSZA"), a public university established under the Universities and University Colleges Act 1971 [Act 30] whose address is at Kampus Gong Badak, 21300 Kuala Nerus, Terengganu Darul Iman, Malaysia and shall include its lawful representatives and permitted assigns;

AND

WALAILAK UNIVERSITY (hereinafter referred to as "WU"), a public comprehensive research university established on 29 March 1992 whose address is at 222 Thaiburi, Thasala District, Nakhon Si Thammarat, Thailand 80160 and shall include its lawful representatives and permitted assigns;

UniSZA and WU hereinafter referred to individually as "the Party" and collectively as "the Parties".

WHEREAS

- A. UniSZA is an established public university which strive to enhance and strengthen its commitment to producing global leaders of tomorrow, and has taken various initiatives to complement its educational excellences. UniSZA has entered into various collaborative arrangements with other parties to enhance quality education and research.
- B. WU is a public comprehensive research university established in 1992 with the aim of embodying good governance and serving as a source of knowledge for national problems. It is dedicated to consistently addressing community needs and striving for international recognition for its excellence. Embracing the motto 'Academic Excellence with Professional Skills', WU aligns its teaching and learning practices with the United Kingdom Professional Standards Framework (UKPSF), enriched through field practice and Cooperative and Work-Integrated Education (CWIE).

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

HEREBY 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 in force from time to time in each Party's country, will endeavour to strengthen, promote and develop cooperation between the Parties on the basis of equality and mutual benefit.

ARTICLE II
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 cooperation in the following areas:

(a) Exchange of Students

Students of one Party may be accepted by the other Party for admission to undertake postgraduate studies if they meet the specified admission requirements and may also be accepted to undergo work attachment programme in the host country if such program of studies includes that particular component.

Undergraduate students of one Party may be accepted by the other Party for admission to undertake some courses as non-graduating students ("Study Abroad Programme") and may also be accepted to undergo work attachment programme in the host country if such program of studies includes that particular component.

(b) Joint workshops and training programs

The Parties will jointly initiate the workshop and training programs of mutual interest. The Party which initiates any workshop and training program will, in a field of likely interest to the other Party, wherever possible, invite staff of the latter Party to participate in the workshop and training program on such provisions to be decided upon mutually in writing between the Parties.

(c) Joint research and development projects

The Parties will jointly initiate the research and development projects of mutual interest. Both Parties will act as a partner or co-researcher in all research proposal submitted by either Party.

The Party which initiates a research and development project in a field of likely interest to the other Party will, wherever possible, invite staff of the latter Party to participate in the project on such provisions to be decided upon mutually in writing between the Parties.

(d) Joint education programs

Parties will endeavour to provide joint education programs of mutual interest on such provisions to be decided upon mutually in writing between the Parties.

(e) Exchange of Staff

i- Academic Members

Either Party may invite an academic member of the other Party for a short term sabbatical leave or postgraduate doctoral training who may be allowed to be engaged in teaching or research on such provisions to be decided upon mutually in writing between the Parties

ii- Non-academic Members

The Parties may decide to exchange Library, Administrative or other non-academic staff for training or work attachment on provisions to be decided upon mutually in writing between the Parties.

(f) Exchange of Publication

The Parties will use their reasonable endeavours to assist each other in the exchange of publication including the reasonable supply of relevant materials and use of equipment required for research.

(g) Cooperation in Other Areas

The link and cooperation may, subject to mutual agreement in writing, be extended to other areas not mentioned above to be mutually decided upon by the Parties.

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties may separately enter into 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".

ARTICLE III

EXCHANGE PROCEDURE

1. The procedures to be followed in establishing any exchange scheme or programme or any form of cooperative work under this Memorandum of Understanding will be as follows:
 - (a) Proposals for any form of cooperative work which falls under the scope and fields of academic link and cooperation provided in this Memorandum of Understanding will be submitted through liaison officers designated by both Parties;
 - (b) The names of the liaison officers designated by both Parties will be made known to each other in writing from time to time.
 - (c) The liaison officers will jointly decide on any proposals for any form of cooperative work, provided that the final approval for any exchange scheme, programme or any form of cooperative work under this Memorandum of Understanding will be decided and confirmed in writing under the signatures of the President of Walailak University and the Vice Chancellor of UniSZA.

- (d) The liaison officer who will prepare and supervise the program to be implemented and present a joint annual report about the activities of this Memorandum of Understanding to both Parties.
- (e) The scope, terms and conditions of any approved exchange scheme, programme or any form of cooperative work will be provided in an Addendum to this Memorandum of Understanding as and when the need arises.
- (f) The exchange of staff, students or teaching, research and Library materials need not be reciprocal simultaneously.

ARTICLE IV
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Except as otherwise set out in this Memorandum of Understanding, each Participant will bear its own cost and expenses in relation to this Memorandum of Understanding.
3. The financial arrangements in establishing any exchange scheme or programme or any form of cooperative work under this Memorandum of Understanding will be based on the following principles:
 - (a) Charges for all activities will, where appropriate, be based on cost recovery as far as possible;
 - (b) Where it is not possible to follow the principle mentioned in Paragraph 4.3.a above in specific cases, commitment to funding for any activity will be decided upon by discussion and in writing on a case by case basis;
 - (c) Expenses to be incurred or arising from any exchange scheme or programme or any form of cooperative work under this Memorandum of Understanding such as advisory visits and staff attachments, will be negotiated and decided upon mutually in writing and by the signatures of the President of Walailak University and Vice Chancellor of UniSZA.

ARTICLE V
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not 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 VI
AMENDMENTS

1. Either Participant may request in writing an amendment or modification of all or any part of this Memorandum of Understanding.
2. Any amendment or modification which has been decided to by both Participants will be reduced into writing and will form part of this Memorandum of Understanding.
3. Such amendment or modification will come into effect on such date as may be determined by the Participants.
4. Any amendment or modification will not prejudice the rights and obligations arising from or based on this Memorandum of Understanding prior or up to the date of such revision, modification or amendment. Each Party reserves the right for reasons of national.

ARTICLE VII
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 MOU which suspension will take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE VIII
ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of **FIVE (5)** years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE IX
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 UniSZA or WU, 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 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:

UNIVERSITI SULTAN ZAINAL ABIDIN:

Address: Faculty of Informatics & Computing,
Universiti Sultan Zainal Abidin, Kampus Besut,
22200 Besut, Terengganu, Malaysia.

Attn. to: Dean

Email : azimzaliha@unisza.edu.my

Tel : +6019-7771447

Fax : +609-6993299



Handwritten text, possibly a signature or initials, located in the lower-left quadrant.



WALAILAK UNIVERSITY:

Address: School of Engineering and Technology,
Walailak University,
222 Thaiburi, Thasala District,
Nakhon Si Thammarat, 80160, Thailand.
Attn. to: Asst.Prof.Dr.Satjapan Leelatanon
Email : Isatjapa@wu.ac.th
Tel : +66 75 472 386

The foregoing record represents the understandings reached between UNIVERSITI SULTAN ZAINAL ABIDIN and WALAILAK UNIVERSITY upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, hereunto have executed this Memorandum of Understanding on the year and date first above written and have signed this Memorandum of Understanding in duplicates in TWO (2) original texts, each in the English language, all texts being equally authentic.

SIGNED BY
for and on behalf of

UNIVERSITI SULTAN ZAINAL ABIDIN

.....
PROF.DR. FADZLI BIN ADAM
Vice Chancellor
Universiti Sultan Zainal Abidin

In the presence of:

.....
PROF.TS.DR. SHUKOR BIN ABD RAZAK
Deputy Vice Chancellor
(Research & Innovation)
Universiti Sultan Zainal Abidin

SIGNED BY
for and on behalf of

WALAILAK UNIVERSITY

S. Thamrong
.....
PROF. DR. SOMBAT THAMRONGTHANYAWONG
President
Walailak University

In the presence of:

S
.....
PROF. DR. SURIN MAISRIKROD
Vice President
(Global Engagement and Faculty Development)
Walailak University

