

MEMORANDUM OF UNDERSTANDING

BETWEEN



UDAYANA UNIVERSITY, BALI, INDONESIA

AND



**WALAILAK UNIVERSITY, NAKHON SI THAMMARAY
THAILAND**



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UDAYANA UNIVERSITY, BALI, INDONESIA
AND
WALAILAK UNIVERSITY, THAILAND**

Ref.Number: B/7/UN14/HK.07.01/2024

This Memorandum of Understanding is entered into force on February 2, 2024 between:

Prof. Ngakan Putu Gede Suardana, in his capacity as Rector of Udayana University, having its registered office address at Kampus Bukit Jimbaran, Badung-Bali, Indonesia

hereinafter, as referred as to
THE FIRST PARTY

And: **Prof. Dr. Sombat Thamrongthanyawong**, in his capacity as President of Walailak University, Thailand, having its registered office address at 222 Tambon Hua Taphan, Amphoe Tha Sala, Chang Wat Nakhon Si Thammarat Province 80160, Thailand,

hereinafter, as referred as to
THE SECOND PARTY

THE FIRST PARTY AND THE SECOND PARTY all together shall referred as to **THE PARTIES** or **BOTH PARTIES**.

The Parties have considered as follows:

- a. Whereas The First Party is a state University that established on September 29, 1962 and has a strong position as one of the leading Universities, particularly in the Eastern Indonesian Territory, and engage in the field of education, research and community services
- b. Whereas The Second Party is a comprehensive research university, established on 29 March 1992. The university equipped with modern educational facilities, services and accommodation for students and staff, located against a beautiful backdrop of Khao Luang mountainous scenery in Thasala District, Nakhon Si Thammarat Province, Southern Thailand.

The University has a total area of 3,600 acres, making it the largest campus of any university in Thailand.;

- c. Whereas Both Parties have considered their common interest in promoting the mutual cooperation in the area of education and research and would expand the basis for academic and educational cooperation;
- d. Whereas under the above considerations Both Parties would set a Memorandum of Understanding pursuant to the prevailing laws and regulations in their respective countries, as well as the procedures and policy of the Government of Indonesia and the Government of Thailand concerning academic and educational cooperation.

The parties HAVE AGREED as follows:

ARTICLE I OBJECTIVE

The objective of this Memorandum of Understanding is to develop academic and educational cooperation based on equality and reciprocity and to promote relations and mutual understanding between the Parties. The Parties will encourage direct contact and cooperation between their faculty and administrative staff, departments and research institutions.

ARTICLE II SCOPE OF COOPERATION

The Parties undertake to promote and develop academic cooperation in the following activities:

- (1) Exchange of graduate and undergraduate students for study and visits;
- (2) Exchange of faculty members for research, teaching, visits and discussion;
- (3) Exchange of information including, but not limited to, exchange of library materials and research publications;
- (4) Joint research activities; and
- (5) Other areas of collaboration that are agreed upon by the Parties.

ARTICLE III PLAN OF OPERATION

Both parties recognize that the development and implementation of each program based upon this MOU will need to be negotiated and agreed upon by Both Parties under a separate agreement (Memorandum of Agreement) prior to the initiation of the particular program and that such activities are carried out in accordance with the laws and regulations of the respective countries.

The Plan of Operation will include such items as:

1. Elaboration of the responsibilities of each Party for the agreed-upon activities;
2. Schedules for the specific activity;
3. Budgets and sources of financing for each activity; and
4. Any other items deemed necessary for the efficient management of the activity.

**ARTICLE IV
FINANCIAL ARRANGEMENT**

The Parties understand that all financial arrangements associated with the initiative shall be clearly outlined in the Plan of Operation pursuant to Article III, and shall be signed by the authorized representatives of the Parties.

**ARTICLE V
INTELLECTUAL PROPERTY RIGHTS AND DISCLOSURE OF INFORMATION**

1. If either Party wishes to disclose confidential data and/or information resulting from the cooperative activities under this Memorandum of Understanding to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made; and
2. Any arrangement arising from this Memorandum of Understanding involving intellectual property rights pertaining to research, publication, and/or commercial purposes shall be determined by specific arrangements to be agreed upon by the Parties at the time and included in a formal agreement.

**ARTICLE VI
SETTLEMENT OF DIFFERENCES**

Any differences arising out of the interpretation and/or the implementation of this Memorandum of Understanding shall be resolved amicably through consultation and/or negotiation by the Parties.

**ARTICLE VII
AMENDMENT**

This Memorandum of Understanding may be amended at any time, by mutual written consent of the Parties. Such amendment shall come into effect on the date as may be determined by the Parties and shall form an *integral* part of this Memorandum of Understanding.

**ARTICLE VIII
ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Memorandum of Understanding shall enter into force on the date of its signing.
2. This Memorandum of Understanding shall be valid for a period of five (5) years unless terminated earlier by either Party by giving written notification to the other Party six (6) months in advance.
3. The termination of this Memorandum of Understanding shall not affect the validity and duration of any ongoing projects or activities until the completion of such projects or activities.

**ARTICLE IX
COMMUNICATION**

- (1) Any notice or request given or made by one Party to the other under this Memorandum of Understanding shall be in writing in the English language to the following respective addresses:

For Udayana University:

Campus Bukit Jimbaran, 80361 Bali, Indonesia
Email : kerjasama@unud.ac.id
Attention to : Vice-Rector for Planning, Cooperation, and Information Affairs

For Walailak University

222 Thaiburi, Thasala District, Nakhon Si Thammarat Province 80160, Thailand
Email : interaffairs.wu@gmail.com
Attention to : Vice President for Global Engagement and Faculty Development

- (2) The authorized representatives of Udayana University and Walailak University shall sign two (2) original Memorandum of Understanding. Each Party shall hold one (1) original signed document, with both documents being equally authentic;

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding.

Signed in duplicate on February 2, 2024 in the English language, both texts being equally authentic.

**Signed for and on behalf of
Udayana University,**

✓ **Prof. Ngakan Putu Gede Suardana**
Rector

**Signed for and on behalf of
Walailak University,**

Prof. Dr. Sombal Thamrongthanyawong
President