

# MEMORANDUM OF UNDERSTANDING

between



**WALAILAK UNIVERSITY, THAILAND**

and



**SULTAN KUDARAT STATE UNIVERSITY,  
PHILIPPINES**



## **MEMORANDUM OF UNDERSTANDING**

**between**

**WALAILAK UNIVERSITY  
and  
SULTAN KUDARAT STATE UNIVERSITY**

This Memorandum of Understanding (MOU) is made between Walailak University, Thailand, located at 222 Thaiburi, Thasala District, Nakhon Si Thammarat 80160, Thailand, and Sultan Kudarat State University (SKSU), the Philippines, located at EJC Montilla, Tacurong City, Philippines. In this Memorandum, both universities shall collectively be referred to as the Parties and individually as a Party.

The Parties wish to enter into this Memorandum to promote cooperation and strengthen innovative collaboration in the fields of research, teaching, and learning.

Now, the Parties mutually confirm and agree to the following:

### **1. GENERAL AREAS OF COOPERATION**

- 1.1. Walailak University and Sultan Kudarat State University agree to promote cooperation through activities and/or programs mentioned in clause 2 of this Memorandum.
- 1.2. Both Parties acknowledge that the programs and activities enumerated are not exhaustive. The Parties may agree to include such other programs and activities as may be mutually acceptable and identified later after mutual discussion and agreement in writing by both Parties prior to the initiation of the particular program or activity, and such shall be negotiated as required.
- 1.3. Walailak University and Sultan Kudarat State University, in their respective financial, technical, and educational capacities, cooperate to promote and develop programs related to health science, science and technology, and social science.

## **2. SCOPE OF COLLABORATION**

Walailak University and Sultan Kudarat State University agree and acknowledge that collaboration may develop in the following programs:

- a) Research collaboration;
- b) Exchange of professors and lecturers;
- c) Exchange of students;
- d) Exchange of scholarly materials and scientific information;
- e) Joint supervision;
- f) Joint publication, conference, seminar, and workshop;
- g) Develop dual degree or joint degree programs.

## **3. OWNERSHIP**

Ownership of any intellectual property rights and/or any other property with regards to any specific project or activity, including but not limited to those set out in clauses 1 and 2, should be negotiated by the Parties and subject to a prior written agreement. Any rights in the intellectual property of one party can be transferred to the other party only through mutual agreement in writing.

## **4. AMENDMENTS, EFFECTIVE DATE, DURATION AND TERMINATION**

- a) Amendments to this Memorandum can only be made in writing after consultation and mutual consent of the Parties. Once approved by the Parties, such amendments will become part of this Memorandum.
- b) The effective date of this Memorandum shall be the date on which both the Parties hereto sign this Memorandum in each other's presence. The presence of the Parties can be in-person or virtual for signing this Memorandum.
- c) This Memorandum shall remain in force for five (5) years from the effective date.
- d) Termination:
  - a) Either Party can terminate this Memorandum by giving a ninety (90) days notice.
  - b) Any termination shall become effective only on the last day of the partner institute's ongoing semester. The ninety (90) days mentioned in clause 8 a) shall be adjusted accordingly.
  - c) Programs that are already in progress, in pursuance of this Memorandum, shall conclude on a date mutually agreed upon between the parties.
  - d) In case of a conflict, clause 8 c) shall supersede all remaining sub-clauses. If no mutual agreement is reached as per clause 8 c), then clause 8 b) shall get preference over clause 8 a).

## 5. RELATIONSHIP BETWEEN THE TWO PARTIES

The Parties acknowledge that this Memorandum does not create or evidence a relationship of commercial partnership, joint venture, employer/employee, or agency between them. Without authorization in writing, neither Party shall register any legal entity on behalf of the other Party or the Parties, nor shall any Party act as an agent of the other Party for any purpose whatsoever.

## 6. CONFIDENTIALITY

- a) For the purposes of this Memorandum, “**Confidential Information**” means any visual, verbal, digital, or written information and all records containing or disclosing such information that relate to either Party or of any of its shareholders, subsidiaries, or associated or affiliated companies or businesses, including but not limited to, administrative, financial, technical, legal, commercial, marketing, economic or operational information;
- b) Confidential Information received by a Party (“**Receiving Party**”) from the disclosing Party (“**Disclosing Party**”) shall be disclosed only to its personnel and its professional advisers involved in this collaboration on a need-to-know basis and shall only be used in respect of the matters contemplated in this Memorandum and the Receiving Party shall use reasonable efforts to keep it confidential, with the same care it uses for its own confidential or proprietary information;
- c) Any and all copyright, trademarks, patents, trade secrets, and other intellectual property rights existing with regard to either Party’s Confidential Information disclosed to the Receiving Party shall continue to belong to the Disclosing Party. No licenses or rights are granted at this moment to the Receiving Party regarding any Confidential Information disclosed by the Disclosing Party;
- d) The restrictions on the use and disclosure of the Confidential Information herein shall not apply to any Confidential Information which:
  - i. is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to furnish the Confidential Information;
  - ii. has become generally available to the public without breach of this Memorandum by the Receiving Party;
  - iii. that, at the time of disclosure to the Receiving Party, was known to the Receiving Party free of restriction as evidenced by documentation in the Recipient’s possession;
  - iv. the Disclosing Party agrees in writing that it is free of such restrictions or

- v. is required by law, by any court of competent jurisdiction or any regulatory body, and the Receiving Party shall use reasonable efforts to give the Disclosing Party prior notice and an opportunity to contest or limit such disclosure;
- f) The Parties' confidentiality obligations under this Memorandum shall be added to the terms of the Non-Disclosure Agreement to be executed between the Parties.

## 7. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws and regulations in force in the jurisdiction of each Party concerning activities taking place in that Party's jurisdiction. Parties will submit to the non-exclusive jurisdiction of the courts of their jurisdiction.

## 8. NOTICES

Any notices, approval, application, or any form of communication that is required to be given by any Party under this Memorandum shall be in writing and sent to the nominated representatives set out below (or such other persons as may be nominated in writing from time to time) and shall be deemed to be sufficiently served:

- a) In the case of delivery by hand, on the day of delivery.
- b) In the case of delivery by post (prepaid post), on the fifteenth (15<sup>th</sup>) business day after posting.
- c) If email, when the receiving Party acknowledges having received the email with an automatic read receipt being transmitted to the originating Party.
- d) In the case of communication by facsimile, on the sender's receipt of the transmission report, it purports to confirm that the address has received such facsimile.

<b>Walailak University</b>	Contact person	: KANNIKA THONGKHAO, PhD
		: Assistant Dear for International Affairs
	Address	: School of Languages and General Education
		: Walailak University, Thailand
	Telephone no.	
Email Address		: <a href="mailto:kannika.to@wu.ac.th">kannika.to@wu.ac.th</a>

**Sultan Kudarat State University** Contact person : JULIE E. ALBANO, PhD  
Director for External Linkages and  
Address : International Affairs  
Telephone no.  
Email Address : internationalaffairs@sksu.edu.ph

## 9. AMENDMENTS

- a) This Memorandum may be amended or varied by mutual consent of both Parties, and such amendments or variations shall be in writing and signed by duly authorized representatives of each Party.
- b) Such agreed amendments or variations shall be part of this Memorandum.

## 10. SPECIAL PROVISIONS

- a) Modalities of each type of collaboration, associated activities, and financial aspects shall be mutually agreed upon on a case-by-case basis in separate written agreements. Unless agreed in writing, the Parties shall bear their own costs under this Memorandum.
- b) This Memorandum is not intended to be legally binding. It merely expresses the parties' intentions and understanding that it provides a framework that outlines the major areas within which cooperation and collaboration will proceed and which may lead to a legally binding agreement(s) to be drafted and executed in the future.
- c) This Memorandum is to be executed in English.
- d) This Memorandum constitutes the entire Memorandum between the Parties, and any prior arrangements, understandings, representations, or undertakings relating to the subject matter of this Memorandum stand superseded.

## 11. PUBLIC STATEMENTS AND USE OF NAME AND LOGO

- a) Each Party will ensure that before any public statements (including statements to the media or articles relating to their joint activities) are released or published, the prior written consent of the other Party is obtained.
- b) No Party will have the right to use the name or logo of another Party without that Party's prior written consent and compliance with any other conditions attached to such consent.

## 12. ACKNOWLEDGEMENT AND COMPLIANCE

The Parties acknowledge that they may be required to meet certain obligations under the laws and regulations applicable in their own jurisdiction and in the jurisdiction of the other Party, including but not limited to sanctions laws, export control laws, privacy, and data control laws; work, health, and safety laws; immigration laws and laws relating to the provision of education to international students. Each Party understands and acknowledges that such laws and regulations may affect or restrict this Memorandum and/or the activities contemplated under this Memorandum. The Parties acknowledge that in any activities or projects contemplated by this Memorandum, they will comply with all laws and regulations of their own jurisdiction and take all reasonable steps to ensure compliance with the laws and regulations of the other Party's jurisdiction where requested to do so by the other Party provided such compliance is not in breach of any law or regulation of a Party's own jurisdiction.

In Witness thereof, the Parties hereto set their respective signatures on this date.

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



**Prof. Dr. Sombat Thamrongthanyawong**  
President-designate  
**Walailak University**  
Thailand

Signed by and for and on behalf of  
**Sultan Kudarat State University**



**Dr. JESUSA D. ORTUOSTE**  
OIC-President  
**Sultan Kudarat State University**  
Philippines

Date : 13 Sep..... 2024

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