

MEMORANDUM OF UNDERSTANDING

between



UNIVERSITI KEBANGSAAN MALAYSIA

and



**WALAILAK UNIVERSITY,
THAILAND**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITI KEBANGSAAN MALAYSIA
AND
WALAILAK UNIVERSITY, THAILAND**

THIS MEMORANDUM OF UNDERSTANDING is made on this 15th day of July 2024;

Between

UNIVERSITI KEBANGSAAN MALAYSIA (hereinafter referred to as “**UKM**”), an institution of higher learning established under the Universities and University Colleges Act 1971 [Act 30] whose address is at 43600 UKM Bangi, Selangor Darul Ehsan, MALAYSIA and shall include its lawful representatives and permitted assigns;

And

WALAILAK UNIVERSITY (hereinafter referred to as “**WU**”), a higher education institution whose address is at 222 Thaiburi, Thasala District Nakhon Si Thammarat 80160, THAILAND and shall include its lawful representatives and permitted assigns;

UKM and **WU** shall hereinafter be referred to collectively as the "Parties" and individually as the “Party”.

WHEREAS:

- A. **UKM** is one of five research universities in Malaysia which strives to enhance and strengthen its academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, **UKM** has entered into various collaborative arrangements with other parties in its efforts to enhance its research content and strengthen its industrial networking. **UKM**, for the purpose of this Memorandum of Understanding, is being represented by its Institute for Environment and Development (LESTARI).
- B. **WU**, established since 1992, is one of the 16 frontier research universities in Thailand categorized by Ministry of Higher Education, Science, Research, and Innovation. Over the years, the university has gained increased recognition as evidenced by its national and international achievements. In 2023, Times Higher Education ranked **WU** as one among 1,904 research-intensive universities across the globe.
- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING 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, will endeavour to strengthen, promote and develop international academic and research cooperation between the Parties on the basis of equality and mutual benefit.

**ARTICLE 2
AREAS OF CO-OPERATION**

- 2.1 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 co-operation in the following areas:
- (a) To engage in research and foster the exchange of academic publications and information;
 - (b) To create initiative for establishing joint educational and research projects including projects eligible for governmental and other grants;
 - (c) To promote institutional exchanges of faculty and staff through a variety of teaching or research activities and professional development;
 - (d) To facilitate the admission and the exchange of qualified students from one institution to the other for the purpose of enrolling in academic programs and participating in research;
 - (e) To promote other academic activities which enhance the above-mentioned goals; and
 - (f) Other areas of mutual interest in which both parties have mutually agreed from time to time.
- 2.2 For the purpose of implementing the co-operation in respect of any activities stated in sub-Article 2.1, the Parties will enter into a legally binding agreement subject to the terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of disputes" as contained in this Memorandum of Understanding.
- 2.3 The Parties agree that the list of activities and/or areas of co-operation in sub-Article 2.1 and the list of faculties involved under the implementation of this Memorandum

of Understanding may be added from time to time with the mutual agreement of the Parties.

ARTICLE 3 IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS

- 3.1 The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding.
- 3.2 The Administrative Coordinators will serve as the contact persons, being responsible for implementing the decisions and ensuring that necessary approvals are in place to carry out the activities, and overseeing the implementation of the decisions and programmes pursuant to the scope of this Memorandum of Understanding as set out in Article 2.
- 3.3 In order to enable planning and implementation of the activities mentioned in Article 2, meetings, mutual visits and research workshops between both Parties will be conducted, where deemed necessary.
- 3.4 In the implementation of this Memorandum of Understanding, the Parties agree to cooperate within the limits of their authority, capacity, and available resources without disrupting and affecting the respective institutions.

ARTICLE 4 FINANCIAL ARRANGEMENT

- 4.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own costs and expenses in relation to the academic activities under this Memorandum of Understanding.
- 4.2 Notwithstanding the provision of sub-Article 4.1, the Parties agree to discuss and further negotiate before implementing any specific academic or research program(s) on a specific budget.

ARTICLE 5 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 5.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, regulations, policies and procedures of the Parties and with other international agreements signed by both Parties.
- 5.2 The use of the name, logo and/or official emblem of **UKM** or **WU** as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the other Party.

- 5.3 Notwithstanding the provision of sub-article 5.1 above, the intellectual property rights in respect of any technological development, products and services development, developed –
- i. jointly by the Parties, or any 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;
 - ii. solely and separately by **UKM** or **WU**, or any research results obtained through the sole and separate effort of **UKM** or **WU**, as the case may be, shall be solely owned by the Party concerned; and
 - iii. by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.
- 5.4 The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between the Parties.

ARTICLE 6 CONFIDENTIALITY

- 6.1 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 implementation of this Memorandum of Understanding or any agreements made pursuant to this Memorandum of Understanding.
- 6.2 For purposes of the provision of sub-Article 6.1 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 Memorandum of Understanding, 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.
- 6.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 7 EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to 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 8
NO AGENCY**

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

**ARTICLE 9
DURATION AND TERMINATION**

- 9.1 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.
- 9.2 This Memorandum of Understanding may be extended for a period as may be agreed in writing by the Parties.
- 9.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty.
- 9.4 Such notice of termination does not affect any programmes, activities and/or individual students who have already commenced or been accepted by either Party.

**ARTICLE 10
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 Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

**ARTICLE 11
SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

ARTICLE 12
NOTICES

Any communications 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 Universiti Kebangsaan Malaysia or 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 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:

To UKM:

Director
Institute for Environment and Development (LESTARI)
Universiti Kebangsaan Malaysia
43600 UKM Bangi
Selangor Darul Ehsan
MALAYSIA

Telephone : +603 – 8921 4149
Facsimile : +603 – 8925 5104
E-mail : pghlestari@ukm.edu.my

To WU:

Dean
School of Public Health
Walailak University
222 Thaiburi, Thasala District
Nakhon Si Thammarat 80160
THAILAND

Telephone : + 6675672780
Facsimile : + 6675672705
E-mail : ksupapor@wu.ac.th

ARTICLE 13
REVISION, MODIFICATION AND AMENDMENT

- 12.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 12.2 Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.

- 12.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 12.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 14 FORCE MAJEURE

No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Memorandum of Understanding for its delay, failure or inability to meet any of its obligations under this Memorandum of Understanding (other than any obligation to pay money as mutually agreed in writing) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Memorandum of Understanding.

ARTICLE 15 PERSONAL DATA

Each Party shall respect regulations in force in its country and, where applicable, local regulations which apply to the protection of the personal data of the students and members of staff with respect to the collection, processing, storage of the said data and the transfer thereof to the other Party.

ARTICLE 16 GENERAL

- 16.1 Any provisions of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.
- 16.2 Neither Party will make false or misleading representations or statements in relation to this Memorandum of Understanding.
- 16.3 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without prior written approval of the other Party.

- 16.4 Both Parties subscribe to the policy of equal opportunity and will not discriminate based on gender, age, disability, race, colour, religion, marital status, veteran's status, national or ethnic origin or sexual orientation.
- 16.5 The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up in English.
- 16.6 Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of co-operation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated co-operation.

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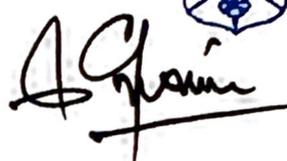
The foregoing record represents the understandings reached between **UNIVERSITI KEBANGSAAN MALAYSIA** and **WALAILAK UNIVERSITY** upon the matters referred to herein.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding on the day and year first above written in two (2) original texts.

Signed for and on behalf of
UNIVERSITI KEBANGSAAN MALAYSIA:

**PROF. DATO' GS. TS. DR.
MOHD. EKHWAN HJ. TORIMAN**
Vice-Chancellor
Universiti Kebangsaan Malaysia

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**UNIVERSITI
KEBANGSAAN
MALAYSIA**
*The National University
of Malaysia*

In the presence of:

PROF. CHM. DR. GOH CHOO TA
Director
Institute for Environment and Development
Universiti Kebangsaan Malaysia

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**UNIVERSITI
KEBANGSAAN
MALAYSIA**
*The National University
of Malaysia*

Signed for and on behalf of
WALAILAK UNIVERSITY, THAILAND:



PROF. DR. SOMBAT THAMRONGTHANYAWONG
President
Walailak University

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In the presence of:

ASST.PROF.DR. SUPABHORN YIMTHIANG
Dean
School of Public Health
Walailak University

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