



Wholly owned by UTAR Education Foundation



MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIVERSITI TUNKU ABDUL RAHMAN,
MALAYSIA**

AND

**WALAILAK UNIVERSITY,
THAILAND**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made on the 01 March 2024 (hereinafter referred to as “the Effective Date”)

BETWEEN

UNIVERSITI TUNKU ABDUL RAHMAN, a private university registered under the Malaysian Private Higher Educational Institutions Act 1996, wholly owned by UTAR Education Foundation [Company No.: 200201010564 (578227-M)] and having its address at Jalan Universiti, Bandar Barat, 31900 Kampar, Perak, Malaysia (hereinafter referred to as “UTAR”) of the one part;

AND

WALAILAK UNIVERSITY, an autonomous university located in Nakhon Si Thammarat province, South of Thailand and having its address at 222 Thaiburi, Thasala District, Nakhon Si Thammarat, 80160 Thailand (hereinafter referred to as “WU”) of the other part.

WHEREAS

- a) UTAR is a university offering programme of studies in undergraduate and postgraduate the areas including Accountancy, Actuarial Science, Applied Mathematics, Arts and Social Sciences, Chinese Studies, Malaysian Studies, Business and Economics, Engineering and Built Environment, Information and Communication Technology, Life and Physical Sciences, Medicine and Health Sciences, Media and Journalism, Education, Agriculture and Food Science, and engages in the provision and conduct of research, consultation, management and leadership training and other related educational services at its campuses at Bandar Sungai Long, Selangor and Kampar, Perak in Malaysia.
- b) WU is designed as a comprehensive university (with a variety of fields of study). WU graduates are expected to have practical intelligence, adversary quotient, Liberal Arts perspective and technology competence, all integrated with high



moral. All activities are designed to enhance WU's uniqueness in its ultimate goal to become "The Education Park of ASEAN" where all the global citizens can find the riches in the knowledge, wisdom and culture.

- c) Both Parties now wish to enter into a series of discussions for meaningful collaboration for purposes more particularly set forth herein.

Following the discussions between UTAR and WU (hereinafter referred to as "the Parties"), the Parties hereby agree to the following:

1. AREAS OF UNDERSTANDING

- 1.1 The relationship created by this MOU is not intended to be binding in any court of law. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements which include terms relating to ownership of intellectual property, financial arrangements, use of resources, etc.
- 1.2 This MOU is intended to establish a basis upon which UTAR and WU may explore areas for cooperation. In this regard, the Parties agreed to the following goals and objectives as part of their international collaboration programmes:
- a. To initiate joint international collaborative research projects;
 - b. To initiate joint talent training program;
 - c. To facilitate academic development exchanges between the Parties, including mutual visits by faculty members to pursue research, teaching, and to participate in seminars, conferences, workshops, etc;
 - d. To facilitate student mobility where appropriate for the purpose of enhancing students learning experience;

- e. To facilitate internship by undergraduate students where appropriate; and
- f. To initiate joint supervision for master and doctoral programmes, if appropriate.

2. DURATION

This MOU shall come into effect upon execution hereof by both Parties hereto and shall continue for a period of five (5) years and may be extended upon mutual agreement thereafter.

3. IMPLEMENTATION & COORDINATION

3.1 The implementation of the cooperation under this MOU shall be dealt with by the relevant departments or faculties of both Parties. A separate written agreement shall be entered into by the Parties setting out the detailed arrangements for collaboration which will stipulate the following:

- a. The scope, timeframe, and objectives of the activity in detail.
- b. The responsible persons within the particular departments or units that are concluding the agreement. The persons named will be directly responsible for the implementation and oversight of the proposed activity. Changes to the personnel involved may be made at the discretion of the department or unit head, in coordination with the institutional points of contact at UTAR and IBC named in Clause 3.2 of this MOU; and
- c. The commitment of resources, if applicable, and the attendant financial obligations of the respective partnering departments. This MOU does not require either Party to support any new

financial commitment unless expressly agreed otherwise by the partnering departments or units.

- 3.2 In order to oversee this MOU and coordinate with the associated departments and separate supplementary agreements, both Parties agree that the institutional points of contact shall be the following:

FOR UTAR: **Dr. Au Yong Hui Nee**

Dean, Faculty of Business and Finance

Email: auyonghn@utar.edu.my

FOR WU: **Assoc. Prof. Dr. Piboon Puriveth**

Acting Dean, Walailak University International

Email: piboon.pu@wu.ac.th

4. AMENDMENT

The Parties may revise, amend or modify all or any part of this MOU by way of mutual consent in writing which shall come into force on such date to be determined by the Parties.

5. CONFIDENTIALITY

All information and/or data that may be exchanged, acquired and shared in connection with the areas of cooperation between the Parties pursuant to this MOU shall be treated as strictly confidential and shall not under any circumstances be divulged by the receiving Party to any third party without the prior written consent of the disclosing Party unless otherwise the same has already been in the public domain through no action or fault of the receiving Party. This obligation shall continue to bind the Parties hereto notwithstanding the termination of this MOU.

6. RESULTS OF COLLABORATION

Ownership of any research findings, curriculum, content and intellectual property arising from collaborative studies or researches shall be decided upon through mutual agreement of the Parties. Any publication, application, use and others regarding the same shall only be allowed after obtaining the prior written consent of both Parties.

7. THE USAGE OF THE INTELLECTUAL PROPERTY

No Party shall use or assign the intellectual properties of other Party including logo, trademarks, names, product labels, photographs and images and/or others except with the written approval of the other Party in connection with the performance of this MOU.

8. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other for any damages whatsoever including without limitation, direct, indirect, speculative, incidental, special, or consequential damages in connection with the performance under this MOU.

9. GOOD FAITH

In entering into this MOU, the Parties recognise that it is impractical to make provisions for every contingency that may arise in the course of the performances thereof. Accordingly, the Parties hereby declare it to be their intention that this MOU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of any of the Parties. If in the course of this MOU, unfairness to any Party is disclosed or anticipated or any dispute arises, the Parties shall use their best endeavours to agree upon such action as may be necessary and equitable to remove or resolve the cause(s) of the same. If the Parties hereto fail to resolve

the disputes or disagreements amicably then the MOU shall be deemed to be terminated forthwith.

10. COSTS

No Party shall incur any expenditure on behalf of the other Party. Each Party shall be responsible for its own expenses incurred unless otherwise agreed upon prior to carrying out the activities under this MOU.

11. TERMINATION

Either Party may terminate this MOU for any reason whatsoever by giving to the other Party a written notice of three (3) months. Where such termination occurs, the provisions of this MOU shall continue to apply to on-going programmes or activities until their completion.

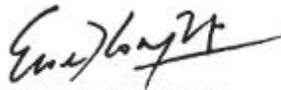
12. NOTICE

Any notice required to be given hereunder shall be in writing and shall be delivered by courier service or sent through email to the address stated herein.

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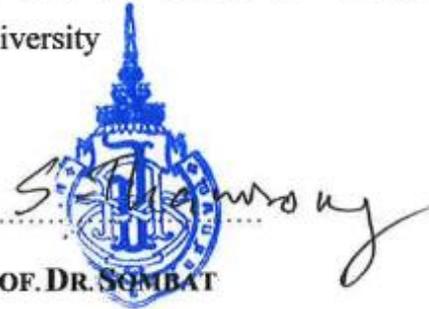
IN WITNESS WHEREOF the Parties hereto have their authorised representatives hereto set their hands the date and year first above mentioned.

Signed by
for and on behalf of Universiti Tunku
Abdul Rahman



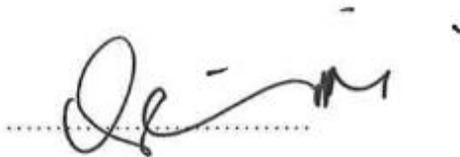
IR. PROF. DATO DR. EWE HONG TAT
President

Signed by
for and on behalf of Walailak
University



**PROF. DR. SOMBAT
THAMRONGTHANYAWONG**
President

In the presence of:



IR. PROF. DR. GOI BOK MIN
Vice President (Internationalisation and
Academic Development)

In the presence of:



ASSOC. PROF. DR. SURIN MAISRIKROD
Vice President (Global Engagement and
Faculty Development)