



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYSIA PERLIS

AND

WALAILAK UNIVERSITY

DATE: 2024

This Memorandum of Understanding is made on this day 12th Sept. 2024

BETWEEN

UNIVERSITI MALAYSIA PERLIS, an institution of higher learning and a body incorporated in Malaysia under the Universiti Malaysia Perlis (Incorporation) Order 2007 [P.U.(A) 23/2007] and under the Universities and University Colleges Act 1971 [Act 30], whose address is at Kampus Alam UniMAP Pauh Putra, 02600 Arau, Perlis, Malaysia (hereinafter referred to as "**UniMAP**") and shall include its lawful representatives and permitted assigns of the first part;

AND

WALAILAK UNIVERSITY, a comprehensive research university established in 29 March 1992 under the Ministry of Ministry of Higher Education, Science, Research and Innovation, whose address is at 222 Thaiburi, Thasala District, Nakhon Si Thammarat 80160, Thailand (hereinafter referred to as "**WU**") and shall include its lawful representatives and permitted assigns of the second part.

(UniMAP and WU hereinafter referred to singularly as "the Party" and collectively as "the Parties")

WHEREAS

- A. UniMAP is an established University which strives to enhance and strengthen its educational excellence has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance academic and research collaboration.
- B. WU is established as a quality university in academic, research, graduates, environment, and facilities for its educational global excellence.
- 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.

THE PARTIES HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

CLAUSE 1

OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations, national policies from time to time in force in each party's country, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

CLAUSE 2

AREAS OF CO-OPERATION

1. Each Party will, subject to Clause 1, endeavour to take the necessary steps to encourage and promote co-operation in the following areas:
 - (a) Staff Exchange;
 - (b) Student Mobility;
 - (c) Joint Research;
 - (d) Joint Conference;
 - (e) Joint Publication; and
 - (f) any other areas of co-operation to be mutually agreed upon by the Parties from time to time.
2. For the purpose of implementing the co-operation in respect of any area in paragraph 1, the Parties may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

CLAUSE 3

FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
2. Each party will bear its own cost and expenses in the implementation of this Memorandum of Understanding.

CLAUSE 4

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute, 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 unless otherwise stipulated in writing by the Parties herein or thereafter.

CLAUSE 5

NO AGENCY

Nothing contained herein shall 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 the agent of the other.

CLAUSE 6

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.

CLAUSE 7

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall enforce in conformity with the respective national laws, rules and regulations of the Parties and with international agreements signed by the Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out—
 - (i) Jointly by the Parties or 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; and

- (ii) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

CLAUSE 8

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of document, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of paragraph 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.
3. The Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

CLAUSE 9

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, 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 notification has been given to the other Party through diplomatic channels.

CLAUSE 10

SETTLEMENT OF DISPUTES

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

The foregoing record represents the understandings reached between the Parties upon the matters referred to therein.

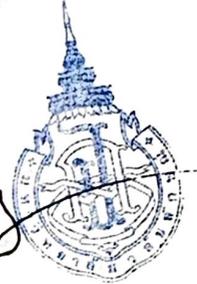
Signed in duplicate at Walailak University on this 12th day of Sept. in the year 2024 in two (2) original texts in the English language, all texts being equally authentic.

Signed for and on behalf of
UNIVERSITI MALAYSIA PERLIS



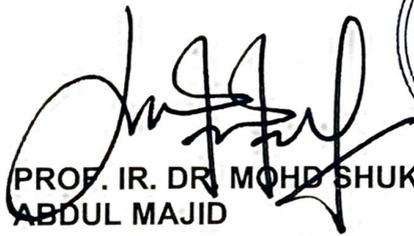
PROF. DATO' TS. DR. ZALIMAN BIN SAULI
Vice-Chancellor

Signed for and on behalf of
WALAILAK UNIVERSITY



PROF. DR. SOMBAT THAMRONGTHANYAWONG
President

In the presence of



PROF. IR. DR. MOHD SHUKRY BIN ABDUL MAJID
Deputy Vice-Chancellor
(Academic and International)

In the presence of



ASST. PROF. DR. MONTHIAN SETKIT
Dean
School of Engineering and Technology