#### Pejabat Canselori dan Hubungan Antarabangsa (UNIMAS Global) Chancellory and International Relations Office (UNIMAS Global)

UNIMAS/ NC-01/07-01 Jld. 3 (34)

24 September 2018

Assoc. Prof. Dr. Nathapong Chitniratna Thaksin University 140 Moo 4, Khao-Roob-Chang Muang, Songkhla 90000, Thailand

Tel No.: +6674317600 Fax No.: +6674443972

Dear Assoc. Prof. Dr.

Memorandum of Understanding between Universiti Malaysia Sarawak (UNIMAS) and Thaksin University

Greetings from Universiti Malaysia Sarawak (UNIMAS).

Enclosed are two (2) copies of the completed Memorandum of Understanding between Universiti Malaysia Sarawak (UNIMAS) and Thaksin University for your record.

Thank you.

Yours Sincerely

Haji Azlan bin Ramli

Director

**UNIMAS Global** 

หีงห กณะสี

ด้างมหาภาพก็ง Saranak อำนึนการ

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**คณะมนุ**ษยศาสตร์และสังคมศาสตร์

towards excellence

Universiti Malaysia Sarawak 94300 Kota Samarahan, Sarawak, MALAYSIA

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+ 60 82 665 088

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# MEMORANDUM OF UNDERSTANDING

# **BETWEEN**

THAKSIN UNIVERSITY, THAILAND

AND

UNIVERSITI MALAYSIA SARAWAK (UNIMAS)







# MEMORANDUM OF UNDERSTANDING BETWEEN

# THAKSIN UNIVERSITY, THAILAND AND UNIVERSITI MALAYSIA SARAWAK, MALAYSIA

Thaksin University, a higher education public institution, represented by its President, Assoc. Prof. Dr. Wichai Chumni settled in 140, Moo 4, T. Khao-Roob-Chang, Muang, Songkhla, 90000, Thailand, and Universiti Malaysia Sarawak, represented by its Vice Chancellor, Professor Datuk Dr Mohamad Kadim Suaidi, settled in 94300, Kota Samarahan, Sarawak, Malaysia, ; (hereinafter referred to singularly as "the Party" and collectively as "the Parties"), HAVE REACHED AN UNDERSTANDING as follows:

#### ARTICLE ONE - 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, aims to define the framework in which joint actions shall be taken to promote the cooperative relations in education and research by the parties.

### ARTICLE TWO - AREAS OF COOPERATION

Cooperation will be executed in case of availability of grounded and agreed programs relating to:

- I. Exchange of faculty members;
- II. Exchange of undergraduate and graduate students, including joint degrees;
- III. Joint research activities;
- IV. Participation in academic meetings;
- V. Exchange of academic materials and information;
- VI. Special short-term academic, training and cultural programs;
- VII. Professional development;
- VIII. Workshop and conference; and
- VIII. Any other areas of co-operation to be mutually agreed upon by the Parties.

# ARTICLE THREE - STUDENTS EXCHANGE

The Parties intend to do the following:

a. The exchange will have a maximum duration of two (2) semesters.

b. No study fees will be charged by the host university.

- c. The student participants will be responsible for the cost of room, board, travel, books and other personal expenses.
- d. Students from both institutions are responsible to buy the required health and medical insurance requested by Thaksin University and Universiti Malaysia Sarawak for their stay at the host institution.

e. Students from both institutions will register in their university of origin, but will enjoy all the privileges accorded to students at the host institution.

f. The receiving university will assist the students in finding a suitable accommodation and an internship.

# ARTICLE FOUR - EXCHANGE OF FACULTY MEMBERS

The parties intend to do the following:

- I. The presentation of lectures by academic staff from the partner university and the direct exchange of ideas between colleagues working on special research areas.
- II. Participation in scientific conferences and events organized by the partner university.

III. Scientific work on joint research projects.

- IV. Both universities undertake to care, as far as possible, for the needs of visitors from the partner university and to assist them in finding suitable accommodation.
- V. In order that necessary arrangements can be made in a timely manner, special provisions or obligations relating to visits by academic members of staff will be agreed before the beginning of the visit.

VI. The host university will make no salary payments to the visiting members of staff.

#### ARTICLE FIVE - ADDENDUM

This Memorandum Of Understanding and its addendum may be amended with the consent of the two parties through a written addendum which will become part of this Memorandum Of Understanding.

# ARTICLE SIX - DURATION OF THE AGREEMENT

This Memorandum Of Understanding will enter into force from the date of its signature by both parties and remains in effect for a term of five (5) years. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties by issuance to the other Party of a written notice signifying its intention to renew or further the period not less than three (3) months

prior to the Expiry Date.

Each Party may terminate this Memorandum of Understanding for any reason upon ninety (90) days written notice to the other party. However, in the event that this Memorandum of Understanding is terminated, the activities initiated previously to such termination or modification should be fully accomplished.

## ARTICLE SEVEN - FINANCIAL ARRANGEMENT

This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.

Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

# ARTICLE EIGHT - SETTLEMENT OF DISPUTE

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 through diplomatic channels, without reference to any third party or international tribunal.

# ARTICLE NINE - REVISION, VARIATION AND AMENDMENT

Either Party may request in writing a revision, variation or amendment of this Memorandum of Understanding.

Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.

Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

# **ARTICLE TEN- NOTICES**

Any communication under this Memorandum of Understanding shall 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 UNIMAS or the Thaksin 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 other Party 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 Universiti Malaysia Sarawak:

Address

94300 Kota Samarahan, Sarawak, MALAYSIA

Attention

Prof Dr. Ambigapathy Pandian

Tel. Fax

+6082581749 +6082581781

e-mail

pambigapathy@unimas.my

To Thaksin University

Address

140 Moo 4, Khao-Roob-Chang, Muang, Songkhla, 90000,

Thailand

Attention

Assoc. Prof. Dr. Nathapong Chitniratna

Tel. Fax

+6674317600 +6674443972

e-mail

cnatthapong@gmail.com

This Agreement is signed in one (1) original copy drafted in English language.

Signed for and on behalf of Thaksin University

O. SMESHIN WHESHIP

Signed for and on behalf of Universiti Malaysia Sarawak

Assoc. Dr. Wichai Chumni

President

Thaksin University
Date: 5th September 2018

Prof. Datuk Dr. Mohammad Kadim Suaidi

Vice Chancellor

Universiti Malaysia Sarawak
Date: 5th Reptember 2018

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ean, Faculty of Humanities and Social

ciences
the Stephenber 2018

Prof. Dr. Ambigapathy Pandian

Dean, Faculty of Language &

Communication

Date: 5th September 2018