



UKM1.9/253/4 Jld. 2

2 November 2012

งานวิเทศสัมพันธ์ สำนักงานมหาวิทยาลัย  
รับ 307 วันที่ 19 พฤศจิกายน 1457  
ส่ง วันที่ เวลา

Assoc. Prof. Dr. Somkiat Saithanoo  
President  
Thaksin University  
140 Moo 4 Tambon Khao Roop Chang  
Muang District, Songkhla  
Thailand 90000

Dear Sir,

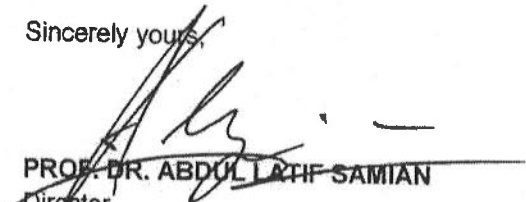
**MEMORANDUM OF UNDERSTANDING BETWEEN UNIVERSITI  
KEBANGSAAN MALAYSIA AND THAKSIN UNIVERSITY, THAILAND**

With reference to the above-mentioned, I am pleased to forward you two (2) copies of the Memorandum of Understanding between Universiti Kebangsaan Malaysia and Thaksin University, Thailand.

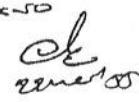
If this Memorandum of Understanding is acceptable, kindly please execute the signature on your portion and return to us one (1) copy of the same.

Thank you and my warmest regards to you and your colleagues.

Sincerely yours,

  
PROF. DR. ABDUL LATIF SAMIAN  
Director  
Institute of The Malay World and Civilization  
Universiti Kebangsaan Malaysia

บอริศ ขจรเกียรติ  
เพื่อโปรดทราบและพิจารณา  
กรรมการสัมพันธ์ระหว่างสอง

ชวีดา  
15 พ.ย. 56  
ดร. รศ. น. พ. อ. อ.  
ดร. 2  
16 พ.ย. 55  
ทรม/อดิสรณ์  
19 พ.ย. 55  


- Cc: - Legal Department, UKM  
- Circulation  
- Dr. Zuliskandar Ramli  
Institute of The Malay World and Civilization  
UKM

- เรื่อง ส่งจดหมาย (วศ.บ. นิตย ทักษิณ)  
เพื่อโปรดทราบและพิจารณา  
1. แจ้งคณะผู้บริหาร ทราบ  
2. พอบงานวิเทศสัมพันธ์ดำเนินการ

# MEMORANDUM OF UNDERSTANDING

*between*



UNIVERSITI KEBANGSAAN MALAYSIA

*and*



THAKSIN UNIVERSITY,  
THAILAND

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

THIS MEMORANDUM OF UNDERSTANDING is made on ...28... November..... 2012

**Between**

**UNIVERSITI KEBANGSAAN MALAYSIA** an institution of higher learning established and incorporated under the Universities and University Colleges Act 1971 [Act 30] (hereinafter referred to as "UKM"), and having its address at 43600 UKM Bangi, Selangor Darul Ehsan, MALAYSIA of the one part,

**And**

**THAKSIN UNIVERSITY** a public institution of higher learning (hereinafter referred to as "TSU"), and having its address at 140, Moo 4, Tambon Khao Roop Chang, Muang District, Songkhla 90000, THAILAND, of the other part.

UKM and TSU shall hereinafter be referred to singularly as "the Party" and jointly as "the Parties".

**WHEREAS:**

- A. UKM is one of five research universities in Malaysia with a strategic direction to be the regional leader in academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, UKM has established partnerships with various organisations. UKM through its faculties and institutes offers undergraduate and postgraduate courses in various fields. UKM, for the purpose of this Memorandum of Understanding, is being represented by its Institute of Malay World and Civilisation.
- B. TSU has been established with the intention of expanding educational opportunities to students in regional areas. TSU realizes its responsibilities and work pertaining to educational management. The awareness is constantly possessed in order that developments of human resources are to be in conformity with the country's development. TSU, for the purpose of this Memorandum of Understanding, is being represented by its Faculty of Humanities and Social Sciences.
- C. The Parties shall at all times for the common benefit of the Parties agree to use their best endeavour to ensure the success of this Memorandum of Understanding.
- D. 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.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

**ARTICLE 1  
SCOPE OF COOPERATION**

- 1.1 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 academic and research cooperation between the Parties on the basis of equality and mutual benefit.
- 1.2 Each Party will endeavour to take necessary steps to encourage and develop academic exchange in the area of education and research, and have agreed upon the following activities attached in **Appendix A** of this Memorandum of Understanding.
- 1.3 The Parties agree that the list of activities attached in **Appendix A** 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 2  
IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS**

The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinators will serve as the contact person on campus, being responsible of implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting students/experts and arrangements associated with their visits.

**ARTICLE 3  
FINANCIAL ARRANGEMENT**

- 3.1 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 cost and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.2 Notwithstanding the provision of sub-article 3.1, the Parties agree to discuss and further negotiate before implementing any specific academic program and/or research project on specific budget (if any).
- 3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.

**ARTICLE 4  
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Parties and with other international

agreements signed by the government or the authorised organisation in the Parties' country.

- 4.2 The use of the name, logo and/or official emblem of any of the Parties as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 4.3 Notwithstanding anything in sub-article 4.1 above, the intellectual property rights in respect of any technological development, 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;
  - ii. solely and separately by UKM or TSU, or research results obtained through the sole and separate effort of UKM or TSU, as the case may be, shall be solely owned by the Party concerned; and
  - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.
- 4.4 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 5 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 6 REVISION, MODIFICATION AND AMENDMENT

- 6.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 6.2 Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Memorandum of Understanding.
- 6.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.

- 6.4 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 7 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 8 SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation 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 9 DURATION AND TERMINATION**

- 9.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years subject to review and modification as mutually agreed upon.
- 9.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 9.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to 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 individual students who have already commenced or been accepted by either Party.

#### **ARTICLE 10 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 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 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:**

Registrar  
Universiti Kebangsaan Malaysia  
43600 UKM Bangi  
Selangor Darul Ehsan  
MALAYSIA  
Tel.: +603-8921 4888  
Facsimile: +603-8925 2882

Attention to: Director  
Institute of Malay World and Civilisation  
Universiti Kebangsaan Malaysia

**To TSU:**

Faculty of Humanities and Social Science  
Thaksin University  
140 Moo 4 Tambon Khao Roop Chang,  
Muang District, Songkhla  
Thailand 90000  
Tel.: +66 74 317600 extension 1111  
Facsimile: +66 74 44972

Attention to: Dean  
Faculty of Humanities and Social Sciences  
Thaksin University

**ARTICLE 11  
RELATIONSHIP OF THE PARTIES**

- 11.1 The Parties record that it is not their intention that this Memorandum of Understanding creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this Memorandum of Understanding should not be construed as to render the Parties liable as partners or as creating any partnership, agency or other similar relationship.
- 11.2 Notwithstanding anything in this Memorandum of Understanding, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

**ARTICLE 12  
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) 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 13  
GENERAL**

- 13.1 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.
- 13.2 Neither Party must make false or misleading representations or statements.
- 13.3 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without the prior written approval of the other Party.
- 13.4 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.
- 13.5 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.

*[THE REST OF THIS PAGE HAS BEEN LEFT BLANK]*

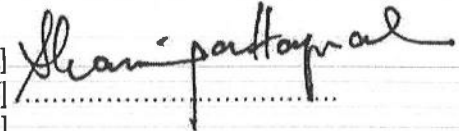


IN WITNESS WHEREOF, the undersigned being duly authorised thereto, have signed this Memorandum of Understanding.

Signed on this ...28... day of ...November..... in the year 2012 in TWO (2) original texts.

**SIGNED FOR AND ON BEHALF OF  
UNIVERSITI KEBANGSAAN MALAYSIA:-**

**PROF. TAN SRI DATO' WIRA DR. SHARIFAH  
HAPSAH SYED HASAN SHAHABUDIN**  
Vice-Chancellor  
Universiti Kebangsaan Malaysia

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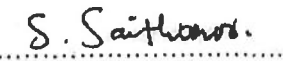
In the presence of:-

**PROF. DR. ABDUL LATIF SAMIAN**  
Director  
Institute of Malay World and Civilisation  
Universiti Kebangsaan Malaysia

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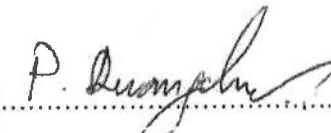
**SIGNED FOR AND ON BEHALF OF  
THAKSIN UNIVERSITY, THAILAND:-**

**ASSOC. PROF. DR. SOMKIAT SAITHANOO**  
President  
Thaksin University

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In the presence of:-

**ASSOC. PROF. PHAIBOON DUANGCHAN**  
Dean  
Faculty of Humanities and Social Science  
Thaksin University

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**THE LIST OF ACTIVITIES BETWEEN UNIVERSITI KEBANGSAAN MALAYSIA  
AND THAKSIN UNIVERSITY, THAILAND**

Based upon principles of international educational exchange (mutual respect and benefit, cooperation, collaboration, and understanding), Universiti Kebangsaan Malaysia and Thaksin University, Thailand, agree to explore the following collaborative activities:

- a. to encourage exchange and visits in the following categories: graduate students (MA & Ph.D), as well as academic and administrative staff;
- c. to facilitate joint research activities, conference and academic programs;
- b. to exchange information and materials in those fields which are of interest to both universities; and
- d. to stimulate and support intercultural activities and projects amongst students, faculty, academic and administrative staff.

**Terms of co-operation**

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon by both Parties prior to the initiation of that activity.

The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties.