



UUM

Universiti Utara Malaysia



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI UTARA MALAYSIA

AND

THAKSIN UNIVERSITY, THAILAND

DATE:

2019

This Memorandum of Understanding (MoU) is made on this day _____ 2019

BETWEEN

UNIVERSITI UTARA MALAYSIA, an institution of higher learning and a body incorporated in Malaysia under the Universiti Utara Malaysia (Incorporation) Order 1984 and the Universities and University Colleges Act 1971, whose address is at Universiti Utara Malaysia, 06010 UUM Sintok, Kedah Darul Aman, Malaysia (hereinafter referred to as "**UUM**") and shall include its lawful representatives and permitted assigns of the first part;

AND

THAKSIN UNIVERSITY, an autonomous university established under the Thaksin University Act 1996, whose address is at Thaksin University, 140 Moo 4, Khao Roop Chang, Muang, Songkhla 90000, Thailand (hereinafter referred to as "**TSU**") and shall include its lawful representatives and permitted assigns of the second part.

(**UUM** and **TSU** hereinafter referred to singularly as "the Party" and collectively as "the Parties")

WHEREAS

- A. **UUM** is an established University which strives to enhance and strengthen its research, consultancy and publication has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.
- B. **TSU** is a university that has been focusing on the excellence of personnel and social development that emphasize on learning and awareness of global movements, good quality of life and society and has been achieving this by integrating local wisdom, Thai indigenous knowledge, Eastern wisdom and international wisdom with academic knowledge.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

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REPRESENTATION AND WARRANTY



TSU represents and warrants to **UUM** that:

- a) it is an autonomous university established under the Thaksin University Act 1996;
- b) it has the corporate power to enter into and perform its obligations under this MoU;
- c) it has taken all necessary corporate actions to authorize the entry into and performance of this MoU;
- d) as at the execution date, neither the execution nor performance by it of this MoU nor any transactions contemplated by this MoU will violate in any respect any provision of:
 - I. **TSU** statutes and governing laws of Thailand; or
 - II. any other document or agreement which is binding upon it or its asset;
- e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its obligations under this MoU;
- f) it has necessary capability to undertake the responsibilities and acknowledges that **UUM** has entered into this MoU in reliance on its representations and warranties as aforesaid; and
- g) the representations and warranties set out above shall remain true and correct in all material respects throughout the subsistence of this MoU.

THE PARTIES HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

1. OBJECTIVE

The Parties, subject to the terms of this MoU 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 co-operation between the Parties on the basis of equality and mutual benefit.

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2. AREAS OF CO-OPERATION

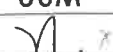
- 2.1 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, endeavour to take the necessary steps to encourage and promote co-operation in the following areas:
- a) Student mobility;
 - b) Exchange of staff;
 - c) Appointment of visiting scholar;
 - d) Offering double degree programme;
 - e) Joint research;
 - f) Joint publications; and
 - g) any other areas of co-operation to be mutually agreed upon by the Parties from time to time.
- 2.2 For the purpose of implementing the co-operation in respect of any area in sub-clause 2.1, the Parties may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.
- 2.3 For the promotional purposes, the Parties may, as it deems appropriate, include the hyperlink of each Party in the official university website, respectively.

3. FINANCIAL ARRANGEMENTS

- 3.1 This MoU will not give rise to any financial obligation by one Party to the other.
- 3.2 Each party will bear its own cost and expenses in the implementation of this MoU.

4. CONFIDENTIALITY

- 4.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Parties during the period of implementation of this MoU or other agreements made pursuant to this MoU.
- 4.2 For purposes of this MoU, "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Parties (the Receiving Party) of

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this MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information 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.

4.3 All Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

5. EFFECT OF MOU

This MoU 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.

6. 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.


7. ENTRY INTO EFFECT AND DURATION

7.1 This MoU will come into effect on the date of signing and will remain in effect for a period of two (2) years.

7.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.

8. REVISION, VARIATION AND AMENDMENT

8.1 Any Party may request in writing a revision, variation or amendment of this MoU.

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- 8.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 8.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 8.4 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.

9. SUPERVENING EVENTS


- 9.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.
- 9.2 Notwithstanding sub-clause 9.1, should any other event occur which hinders or restricts the implementation of this MoU, the parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

10. SETTLEMENT OF DISPUTES

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

11. COMPETENT AUTHORITIES

The authorities responsible for the fulfillment of this MoU are the Vice Chancellor of **UUM** and the President of **TSU**.

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12. NOTICES

12.1 Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail or facsimile number of **UUM** or **TSU**, as the case may be, shown below or to other such 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 : **UNIVERSITI UTARA MALAYSIA**
Address : 06010 UUM Sintok, Kedah Darul Aman,
Malaysia
Attn. To : Vice Chancellor
Tel. No. : +604-9283001
Fax No. : +604-9283005
E-mail : vc@uum.edu.my

To : **THAKSIN UNIVESITY**
Address : 140 Moo 4, Khao Roop Chang, Muang,
Songkhla 90000, Thailand
Attn. To : President
Tel. No. : +66 7431 7604
Fax No. : +66 7431 7690
E-mail : wichai@tsu.ac.th

12.2 It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days.

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

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IN WITNESS WHEREOF this MoU has been duly signed in duplicate at _____ on this _____ day of _____ in the year 2019 in four (4) original texts in the English language, all texts being equally authentic.

Signed for and on behalf of
UNIVERSITI UTARA MALAYSIA



**PROF. DR. AHMAD BASHAWIR
ABDUL GHANI**
Vice Chancellor

Signed for and on behalf of
THAKSIN UNIVERSITY



ASSOC. PROF. DR. WICHAI CHUMNI
President

In the presence of




**ASSOC. PROF. DR. ZAHERUDDIN
OTHMAN**
Dean
School of Government

In the presence of



**ASSOC. PROF. DR. NATHAPONG
CHITNIRATNA**
Dean
Faculty of Humanities and Social
Sciences

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**PUSAT PENGAJIAN KERAJAAN
SCHOOL OF GOVERNMENT**

UUM Kolej Undang-undang, Kerajaan dan Pengajian Antarabangsa
UUM College of Law, Government and International Studies
Universiti Utara Malaysia
06010 UUM SINTOK
KEDAH DARUL AMAN
MALAYSIA



UUM
Universiti Utara Malaysia

Tel: 604-928 7901/7906
Faks (Fax): 604-928 7914
Laman Web (Web): www.sog.uum.edu.my

Rujukan Kami : UUM/COLGIS/SOG/P-44
Tarikh : 18 April 2019

Dr. Natthanan Thongmark
Head of International Affairs Office
Thaksin University
Muang, Songkhla
Thailand

Dear Dr. Natthanan,

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

With all due respect I refer to the above matter.

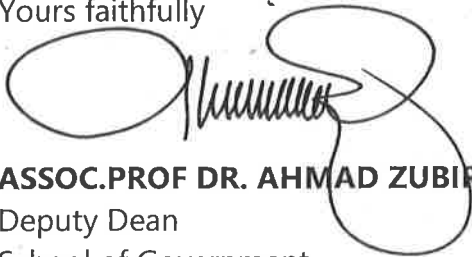
Please be informed that University Management Committee, Universiti Utara Malaysia have approved the Memorandum Of Understanding Between Universiti Utara Malaysia and Thaksin University, Thailand.

Herewith, I enclosed two (2) copies of the MoU for further your actions. Please sign the MoU and return to us immediately.

Thank you.

**"BERKHIDMAT UNTUK NEGARA"
"KEDAH AMAN MAKMUR-HARAPAN BERSAMA MAKMURKAN KEDAH"
"ILMU BUDI BAKTI"**

Yours faithfully



ASSOC.PROF DR. AHMAD ZUBIR IBRAHIM
Deputy Dean
School of Government
Tel : 04-9287902/ Faxes: 04-9287914
E-mail: azubir@uum.edu.my

ด้วย อธิษฐาน
เพื่อเป็นเกียรติและความสำเร็จของ MOU
ระหว่างมหาวิทยาลัยราชภัฏวชิรเวศน์ TSU หนอง
University Utara Malaysia
(UUM)

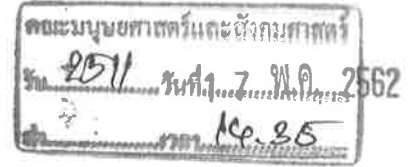


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2019/04/18



Universiti Pengurusan Terkemuka
The Eminent Management University





บันทึกข้อความ

ส่วนงาน สำนักงานมหาวิทยาลัย งานวิเทศสัมพันธ์ โทร. 7701 7700

ที่ ศธ 64.04/100

วันที่ 15 พฤษภาคม 2562

เรื่อง ขอให้ลงนามในบันทึกข้อตกลงความร่วมมือ

เรียน คณบดีคณะมนุษยศาสตร์และสังคมศาสตร์

ตามที่งานวิเทศสัมพันธ์ ได้รับอนุมัติให้จัดโครงการเจรจาความร่วมมือทางวิชาการกับ Universiti Utara Malaysia (UUM) ประเทศมาเลเซีย และมีตัวแทนจากงานวิเทศสัมพันธ์และจากคณะต่างๆ ประกอบด้วย คณะมนุษยศาสตร์และสังคมศาสตร์ คณะศึกษาศาสตร์ คณะวิทยาศาสตร์ และคณะนิติศาสตร์ เดินทางไปปฏิบัติงานนอกพื้นที่ต่างประเทศในฐานะตัวแทนมหาวิทยาลัยทักษิณเพื่อเจรจาความร่วมมือทางวิชาการกับ Universiti Utara Malaysia ในวันที่ 16 พฤษภาคม 2561 ณ Universiti Utara Malaysia ประเทศมาเลเซีย และจากการหารือความร่วมมือดังกล่าว คณะมนุษยศาสตร์และสังคมศาสตร์ โดยหลักสูตรรัฐประศาสนศาสตร์ มีแผนที่จะส่งนิสิตไปฝึกงานต่างประเทศโดยให้ UUM เป็นผู้ประสานและดูแลนิสิตของมหาวิทยาลัยทักษิณ และทางมหาวิทยาลัยทักษิณยินดีเป็นผู้ดูแลนักศึกษาจาก UUM ในกิจกรรมลักษณะเดียวกัน นั้น

บัดนี้ บันทึกข้อตกลงความร่วมมือระหว่าง มหาวิทยาลัยทักษิณ และ Universiti Utara Malaysia ประเทศมาเลเซีย ได้รับการตรวจสอบจากทั้งสองฝ่ายและผู้บริหารสูงสุดของทั้งสองฝ่ายได้ลงนามในบันทึกข้อตกลงความร่วมมือดังกล่าวเรียบร้อยแล้ว จึงขอความอนุเคราะห์จากท่านลงนามในเอกสารบันทึกข้อตกลงความร่วมมือระหว่างมหาวิทยาลัยทักษิณและ Universiti Utara Malaysia ประเทศมาเลเซียใบฐานะพยาน ดังแนบ

(อาจารย์ ดร. ณัฐนันท์ ทองมาก)

รักษาการแทนหัวหน้างานวิเทศสัมพันธ์

เห็นชอบ

เพื่อโปรดทราบและพิจารณา
ความเหมาะสมของงาน 9 ม.ค. 2562
ลงนามพร้อมออก UUM ทางช่องทางแจ้ง
จำนวน 2 ฉบับ

29 ม.ค. 62

21 พ.ค. 62

21 พ.ค. 62

21 พ.ค. 62