

**AGREEMENT ON EXTENSION OF
MEMORANDUM OF UNDERSTANDING**

BETWEEN

UNIVERSITI TUNKU ABDUL RAHMAN (UTAR)

AND

SURANAREE UNIVERSITY OF TECHNOLOGY (SUT)

Following the Memorandum of Understanding between Universiti Tunku Abdul Rahman (UTAR) and Suranaree University of Technology (SUT) which was made on January 27, 2009 and cosigned by UTAR President YBhg. Engr. Prof. Dato' Dr. Chuah Hean Teik and SUT Rector Prof. Dr. Prasart Suebka, the two institutions have successfully engaged in the development of numerous activities, such as student and staff exchange programmes, joint seminars and workshops as well as collaboration for research and development during the past years. The two institutions hereby agree to extend the signed Memorandum of Understanding and to continue their cooperation as stated in the signed Memorandum of Understanding for another two years, beginning 27 January 2011 until 26 January 2013.

Signed by:



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YBHG. ENGR. PROF. DATO' DR. CHUAH HEAN TEIK
President, Universiti Tunku Abdul Rahman

Date 7 FEB 2011

Signed by:



.....
PROF. DR. PRASART SUEBKA
Rector, Suranaree University of Technology

Date 28 January 2011.



MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITI TUNKU ABDUL RAHMAN
AND
SURANAREE UNIVERSITY OF TECHNOLOGY

This Memorandum of Understanding (hereinafter called "MOU") is made on
Jan. 27, 2009

BETWEEN

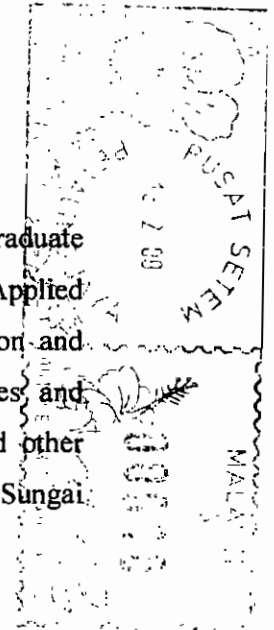
UNIVERSITI TUNKU ABDUL RAHMAN, a private university registered under the Malaysian Private Higher Educational Act 1996, wholly owned by UTAR Education Foundation [Company No. 578227-M], and having its address at 13, Jalan 13/6, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia (hereinafter called "UTAR")

AND

SURANAREE UNIVERSITY OF TECHNOLOGY, an autonomous university under the Royal Thai Government and having its business address at 111 University Avenue, Suranaree Subdistrict, Muang District, Nakhon Ratchasima, Thailand, 30000 (hereinafter called "SUT")

WHEREAS

- a) UTAR is a university offering courses in undergraduate and postgraduate programmes in the areas including Accountancy, Actuarial Science, Applied Mathematics, Arts, Business, Biotechnology, Engineering, Information and Communication Technology, Natural Sciences, and Social Sciences, and engages in the provision and conduct of research, consultation, and other related educational services at its campuses at Petaling Jaya, Bandar Sungai Long, Setapak and Kampar in Malaysia.
- b) Suranaree University of Technology is the first state autonomous university in Thailand offering courses in undergraduate and postgraduate programmes in the fields of Natural and Applied Science, Engineering, Medicine, Environmental and Occupational Health, Animal Production, Crop Production, Biotechnology, Food Technology, Information and Communication Technology, Business Management, Social Sciences and



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Linguistics, and conducts research and provides academic services to the public through technological adaptation, transfer and development.

- 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 SUT (hereinafter called “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, intellectual property, financial arrangements, use of resources, etc.
- 1.2 This MOU is intended to establish a basis upon which UTAR and SUT 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 projects involving international collaborative research and to share expertise and joint development of research.
 - b. 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.
 - c. To facilitate study visits and student exchange by postgraduate and undergraduate students where appropriate for the purpose of enhancing students learning experience.

- d. To facilitate applications from candidates for relevant postgraduate research and taught courses provided that the prevailing university qualifying criteria and financial requirements can be met.
- e. To encourage academic innovation by cooperating in developing new teaching and learning technologies.
- f. To organise and participate in joint academic activities such as conferences, workshops, publications, and seminars.

2. DURATION

This MOU shall come into effect upon execution hereof by the Parties hereto and shall continue for a period of two (2) 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 SUT 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 the Parties agree that the institutional points of contact shall be the following:

For SUT: Prof. Dr. Pairote Sattayatham,
Vice Rector, Academic Affairs

For UTAR: Dr. Yeoh Suan Pow
Vice President, Student Development and Alumni
Relations

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. 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 the Parties.

7. 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.

8. 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.

9. 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.

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10. TERMINATION

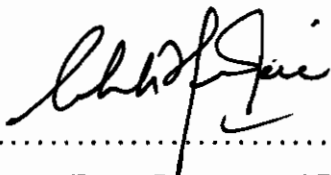
Either Party may terminate this MOU for any reason whatsoever by giving to the other Party a written notice of three (3) months. Where such termination occurs, the provisions of this MOU shall continue to apply to on-going programmes or activities until their completion.

11. NOTICE

Any notice required to be given hereunder shall be in writing and shall be delivered by Courier or facsimile to the address stated herein.

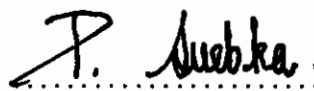
IN WITNESS WHEREOF the Parties hereto have their authorised representatives hereto set their hands the date and year first above mentioned.

Signed by:



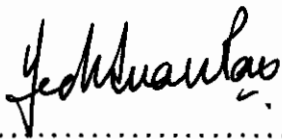
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YBHG. ENGR. PROF. DATO' DR. CHUAH HEAN TEIK
President
Universiti Tunku Abdul Rahman

Signed by:



.....
PROF. DR. PRASART SUEBKA
Rector
Suranaree University of Technology

In the presence of:



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Dr. Yeoh Suan Pow
Vice President
Student Development and Alumni Relations

In the presence of:



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Assoc. Prof. Group Captain Dr. Vorapot Khompis
Dean
Institute of Engineering