

MEMORANDUM OF UNDERSTANDING

between

UNIVERSITI UTARA MALAYSIA

and

SURANAREE UNIVERSITY OF TECHNOLOGY

DATED : 18 AUG 2015

THIS MEMORANDUM OF UNDERSTANDING ("MoU") on < date > **11 8 AUG 2015**

Between

Universiti Utara Malaysia, an institution of higher learning and a body incorporated under the Universiti Utara Malaysia (Incorporation) Order 1984 under the Universities and University Colleges Act 1971 whose address is at 06010 UUM Sintok, Kedah Darul Aman (the UUM) of one part;

And

SURANAREE UNIVERSITY OF TECHNOLOGY (hereinafter referred to as **SUT**) a state university having its registered address at 111 University Avenue, Nakhon Ratchasima, 30000, Thailand, of the other part;

(Parties are individually referred to as "the Party" and collectively as "Both Parties" or "the Parties")

RECITALS

WHEREAS UUM, through SUT intends to accept for enrolment undergraduates from the SUT as participants in a **Practicum Programme** (the "Programme") conducted by UUM, subject to the terms and conditions herein contained.

AND WHEREAS SUT, through UUM intends to accept for enrolment undergraduates from the UUM as participants in an Internship Program conducted by SUT, subject to the terms and conditions herein contained.

REPRESENTATION AND WARRANTY

SUT represents and warrants to UUM that:

- a) It is a public autonomous university under the Royal Thai Government supervision,

- 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. Its Articles and Memorandum of Association; 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 financial or other obligations under this MoU;
- f) It has necessary capability to undertake the responsibilities and acknowledges that University has entered into this MoU in reliance on its representations and warranties as aforesaid

UUM represents and warrants to SUT that:

- a) It is an institution of higher learning and a body incorporated under the Universiti Utara Malaysia, (Incorporation) Order 1984 under the Universities and University Colleges Act 1971
- 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:
 - a. Its Articles and Memorandum of Association; or
 - b. 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 financial or other obligations under this MoU;
- f) It has necessary capability to undertake the responsibilities and acknowledges that University has entered into this MoU in reliance on its representations and warranties as aforesaid

NOW IT IS HEREBY AGREED AS FOLLOWS

1. OBJECTIVES

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.

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 in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
 - a) To jointly develop selected collaborative programs for the benefit of all parties related to cooperative and work-integrated education;
 - b) To collaborate in conducting reciprocal cooperative and work-integrated education student placement and education program agreed upon by the parties;
 - c) To work very closely with entity by contributing and sharing technical expertise and technological advancement for research and educational purposes and staff attachment;
 - d) Nurture dynamic and talented professionals in related areas; and
 - e) Any other areas of co-operation for a strategic alliance to be mutually agreed upon by the Parties.

3. DURATION OF MoU

- 3.1 This MoU shall remain in effect for five (5) years from the effective date until terminated by either party with six (6) months written notice.
- 3.2 This MoU may be terminated by either party with six (6) months written notice.
- 3.3 This MoU may be extended for a further period as may be agreed in writing by the Parties.

4. FINANCIAL ARRANGEMENTS

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

5. AMENDMENTS

- 5.1 No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made by mutual consent and made in writing by way of **Supplementary Agreement** specifically referring to this Agreement and duly signed by Parties.
- 5.2 Such amendment or variation will come into force on such date or dates as may be determined by the Parties.
- 5.3 Any amendment or variation shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU prior or up to the date of such amendment or variation.

6. ASSIGNMENT

Neither Party hereto shall assign any of its rights and obligations herein contained to a third party without prior written consent of the other Party.

7. 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.

8. TERMINATION

- 8.1 Either Party may end this MoU by giving at least six (6) months' notice in writing to the other Party prior to the intended termination date;
- 8.2 Upon the withdrawal of a Party from this MoU, each Party shall proceed to take immediate steps to cease the Programme or activity in an orderly manner and hand over all documents, records, materials and specifications to the respective owners.
- 8.3 The expiration or any termination of this MoU will not affect any pre-existing obligations of either party under this MoU and any such expiration and termination is without prejudice to the enforcement of any undischarged obligation pre-existing at the time of such expiration or termination.

9. CONFIDENTIALITY

- 9.1 Each Party shall undertake to observe the secrecy of confidential information received from the other Party during the period of implementation of this MoU or other agreements made pursuant to this MoU.
- 9.2 For purpose of this MoU, "confidential information" means any information whether prior to or hereinafter disclosed by a party (the Disclosing Party) to the other Party (the Receiving Party) of this MoU involving technical, business, marketing, policy, know-how, planning, project management and other 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.
- 9.3 The both Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

10. SUSPENSION

UUM 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 MoU which suspension shall take effect immediately after notification in writing has been given to SUT.

11. 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 MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties.

12. SUPERVENING EVENTS

12.1 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.

12.2 Notwithstanding sub-clause 12.1, 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.

13. COMPETENT AUTHORITIES

The authorities responsible for the fulfillment of this MoU are the Vice Chancellor of University and Rector of SUT.

14. NOTICES


Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledge by the other Party) to the Parties at their address and facsimile number as stated below:


To : **UNIVERSITI UTARA MALAYSIA**
Address : 06010 UUM, Sintok, Kedah.
Attn to : Vice Chancellor
Tel no. : 604-9283000
Fax no : 604-9283180
E-mail : mustafa@uum.edu.my

To : **SURANAREE UNIVERSITY OF TECHNOLOGY**
Address : 111 University Avenue,
Muang District,
Nakhon Ratchasima 30000, Thailand
Attn to : Rector
Professor Dr. Prasart Suebka
Tel no : 66-4422-3000
Fax : 66-4422-4070
E-mail : prasart@sut.ac.th

*This is the last clause of this MoU

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


Signed by.....
(Prof. Dato' Wira Dr. Mohamed Mustafa bin Ishak)
Vice Chancellor
Universiti Utara Malaysia
Malaysia

Signed by.....
(Prof. Dr. PRASART SUEBKA)
Rector
Suranaree University of Technology
Thailand

Date:18 AUG 2015.....

Date:.....27 MAR 2015.....

Witness:
(Assoc. Prof. Dr. Hartini binti Ahmad)
Director of the Centre for University-Industry
Collaboration
Universiti Utara Malaysia
Malaysia

Witness:
(Asst. Prof. Dr. Boonchai Wichitsathian)
Director of the Center for
Cooperative Education and Career
Development
Suranaree University of Technology
Thailand

สรุปลสาระสำคัญ
(ร่าง) บันทึกความเข้าใจระหว่าง
UNIVERSITI UTARA MALAYSIA
และมหาวิทยาลัยเทคโนโลยีสุรนารี

1. สรุปลสาระสำคัญ : (ร่าง) บันทึกความเข้าใจระหว่าง Universiti Utara Malaysia ประเทศสหพันธรัฐมาเลเซีย และมหาวิทยาลัยเทคโนโลยีสุรนารี (Memorandum of Understanding between Universiti Utara Malaysia, Kedah, Republic of Malaysia and Suranaree University of Technology, Nakhon Ratchasima, Thailand) สรุปลสาระสำคัญ ดังนี้

1.1 หน่วยงานเจ้าของเรื่อง : ศูนย์สหกิจศึกษาและพัฒนาอาชีพ (ได้รับความเห็นชอบจากที่ประชุมคณะกรรมการประจำศูนย์สหกิจศึกษาและพัฒนาอาชีพ ครั้งที่ 2/2557 เมื่อวันที่ 22 กันยายน 2557)

1.2 วัตถุประสงค์ : เพื่อส่งเสริมและพัฒนาความร่วมมือ ก่อให้เกิดผลประโยชน์ร่วมกันระหว่างสองฝ่าย

1.3 กิจกรรม : ดังนี้

- ร่วมกันพัฒนาโปรแกรมความร่วมมือที่ทั้งสองฝ่ายเห็นชอบร่วมกันเพื่อประโยชน์ในการดำเนินการสหกิจศึกษา
- ร่วมกันแสวงหาสถานประกอบการในการรับนักศึกษาเพื่อปฏิบัติสหกิจศึกษา
- การแลกเปลี่ยนความรู้ทางด้านเทคโนโลยีเพื่อการวิจัย การเรียนการสอน
- พัฒนาส่งเสริมให้นักศึกษามีความเชี่ยวชาญในสาขาวิชาที่เกี่ยวข้อง
- กิจกรรมอื่น ๆ ตามที่ทั้งสองฝ่ายเห็นชอบร่วมกัน

1.4 การเงิน : แต่ละฝ่ายจะรับผิดชอบค่าใช้จ่ายที่เกิดขึ้นในการดำเนินกิจกรรมภายใต้บันทึกความเข้าใจของแต่ละฝ่ายเอง

1.5 ระยะเวลา : 5 ปี นับตั้งแต่วันที่ลงนาม สามารถยกเลิกได้โดยการแจ้งล่วงหน้า 6 เดือน และจะสามารถขยายเวลาของข้อตกลงนี้ได้หากทั้งสองฝ่ายเห็นชอบร่วมกัน

2. ข้อมูลเกี่ยวกับสถาบัน : Universiti Utara Malaysia (UUM) เป็นมหาวิทยาลัยของรัฐลำดับที่ 6 ก่อตั้งขึ้นอย่างเป็นทางการเมื่อวันที่ 16 กุมภาพันธ์ ค.ศ. 1984 ณ รัฐเกดะห์ สหพันธรัฐมาเลเซีย ซึ่งเป็นมหาวิทยาลัยที่ได้รับการจัดตั้งขึ้นโดยมีพันธกิจที่จะดำเนินการในฐานะผู้นำในการจัดการศึกษาทางการจัดการในประเทศ ทำให้ได้รับขนานนามว่าเป็นมหาวิทยาลัยแห่งการจัดการ ปัจจุบันมีจำนวนนักศึกษาระดับปริญญาตรีประมาณ 30,000 คน และระดับบัณฑิตศึกษาประมาณ 5,000 คน ใน 13 สาขาวิชา ภายใต้ 3 สำนักวิชาหลัก ได้แก่ สำนักวิชาศิลปศาสตร์และวิทยาศาสตร์ สำนักวิชาธุรกิจ และสำนักวิชากฎหมาย การปกครอง และการศึกษานานาชาติ