

DATED THIS 15TH AUGUST, 2008

BETWEEN

UNIVERSITI MALAYSIA PERLIS

AND

WALAILAK UNIVERSITY

MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding is made this day 15th day of August 2008

WALAILAK UNIVERSITY hereinafter referred to as "WU") an institution of higher learning and having its head office at Nakhonsithammarat, Thailand the one part;

AND

UNIVERSITI MALAYSIA PERLIS (hereinafter referred to as **UniMAP**), an institute of higher learning incorporated in Malaysia under Universities and University Colleges Act 1971 [P.U.(A) 23/2007] on 1st February 2007 and having its registered office at 1,2,9,10 and 11th Floor, Bangunan KWSP, Jalan Bukit Lagi, 01000 Kangar, Perlis, MALAYSIA ; the other part

WU and UniMAP shall be collectively referred to as "the Parties" and individually as "the Party".

The Parties are desirous of working and co-operating with one another and joining their respective expertise, knowledge and resources in forging a strategic alliance to develop an education program within a framework of friendship in pursuit of their desire to co-operate in defined areas have arrived to the understanding set forth herein.

NOW THEREFORE , the Parties hereby have reached an understanding as follows :-

ARTICLE 1

PRINCIPLE OF COOPERATION

WU and UniMAP agree to develop their academic links under the principle of mutual understanding, mutual benefits, common interests, and mutually complementary activities.

ARTICLE 2

AREAS OF COOPERATION

Each party will, subject to the laws, rules and 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 technical co-operation.

Subject to mutual consent, the areas of cooperation will include any programme offered at either institution as thought desirable and feasible on either side and that both sides think will contribute to the fostering and development of the cooperative relationship

between the two universities. Cooperation shall be carried out through such activities as:

- (1) to promote individual contacts among scholars, students, and personnel of both universities,
- (2) to promote links in teaching, research, and cultural activities,
- (3) to provide opportunities for both staff and student exchanges, however, such exchange need not be equally reciprocated,
- (4) to develop and to encourage joint research, seminars, conferences, workshops, and to also assist each other in obtaining external funding from outside sources,
- (5) to develop, when opportunities avail, joint study programmes,
- (6) to support the exchange of academic materials,
- (7) to share experiences and expertise concerning university administration and management, and
- (8) to encourage any other activities that both universities agree to be of mutual benefit.

The terms of cooperation for each specific activity implemented under this Agreement for Cooperation shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any such agreements entered into, as outlined above, will form appendices to this Agreement for Cooperation.

ARTICLE 3

FINANCIAL ARRANGEMENTS

The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this MoU shall be mutually agreed by the respective Parties on a case by case basis subject to the availability of funds and resources.

ARTICLE 4

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the parties and with other international agreements signed by both Parties.
2. The use of the name, logo and / or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either party.

ARTICLE 5

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
2. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

ARTICLE 6

SUSPENSION

Each Party reserves the right 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.

ARTICLE 7

REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this MoU.
2. Any revision, modification or amendment agreed to be the Parties shall be reduced into writing and shall form part of this MoU.
3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from r based on this MoU before or up to the date of such revision, modification or amendment.

ARTICLE 8

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, without reference to any third Party or international tribunal.

ARTICLE 9

DURATION AND TERMINATION OF THE AGREEMENT

1. This MoU will be effective upon the date of signature by the representatives of the Universities. It shall be subject to review in five years and shall be extended after mutual agreement.
2. This MoU may be terminated by either university by the provision of written notice of termination not less than six months prior to the desired termination date. However, both universities agree that all continuing obligation to students, staff, funding bodies or other entities are met in full subsequent to the notice of termination.
3. The termination of this MoU shall not affect the rights or obligations of either Party regarding any binding offer or firm obligation approved and agreed to by either Party prior to the termination date.

ARTICLE 10

MISCELLANEOUS

1. If any provision of this Memorandum is held by any court of other competent authority to be illegal, void or unenforceable in whole or in part, this Memorandum shall continue to be valid as to the other provisions thereof and the remainder of the effected provision.
2. Nothing in this MoU constitutes or to be construed a Party as the partner, agent, employee or representative of the other Party. A Party must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligations on behalf of or pledge the credit of the other Party without the prior written approval of the other Party.

ARTICLE 11

NOTICES

Any communication 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 MALAYSIA PERLIS** or the **WU** as the case may be, shown below or to such other address or electronic mail address or facsimile number as ether 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 MALAYSIA PERLIS**
Attn to : Dean, Centre for International Affairs
Address : 1st Floor, Taman Kechor Indah, Fasa II,
01000 Kangar Perlis
Tel no. : +604-9798291
Fax no. : +604-9798290
E-mail : zuraidah@unimap.edu.my

To : **WALAILAK UNIVERSITY**
Attn to : Asst. Prof. Dr. Preemon Nakarin
Address : 222 Thaiburi, Thasala District
Nakhonsithammarat 80160
Tel no. : +66..7567..3761-2.....
Fax no. : +66..7567..3766.....
E-mail : npreemon@wu.ac.th.....

The foregoing record represents the understandings reached between the **UNIVERSITI MALAYSIA PERLIS** and the **WU** upon the matters referred to therein.

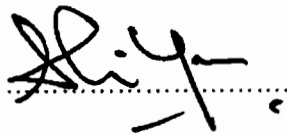
IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding in duplicate at UniMAP on this 15th day of August in the year 2008.

Signed by]
For and on behalf of]
UNIVERSITI MALAYSIA PERLIS]
PROF. DATO' DR. KAMARUDIN B. HUSSIN]
Vice chancellor]



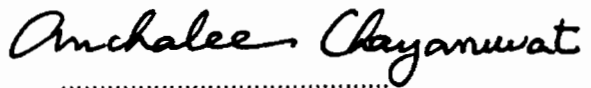
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In the presence of: -]
PROF. DR. ALI YEON MD SHAKAFF]
Deputy Vice-Chancellor]
(Academic & International)]



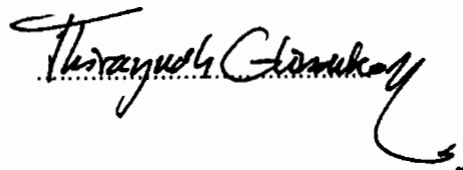
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Signed by]
For and on behalf of]
WALAILAK UNIVERSITY]
ASSOC. PROF. DR. THAI TIPSUMANNAKUL]
President]



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In the presence of]
PROF. DR. THIRAYUDH GLINSUKON]
Vice-President for Academic Affairs]



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