

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYSIA PERLIS

AND

**NAKHON PATHOM RAJABHAT UNIVERSITY,
THAILAND**

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made this day 28th of September, 2012

BETWEEN 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 (formerly known as Kolej Universiti Kejuruteraan Utara Malaysia) and shall include its lawful representatives and permitted assigns;

AND

NAKHON PATHOM RAJABHAT UNIVERSITY (hereinafter referred to NPRU) an institution having its head office in at Bangkok, represented by President, the one part;

UniMAP and NPRU 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 I: Principle of Cooperation

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

Article II: Principle of Cooperation

- (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,
- (8) to encourage any other activities that both universities agree to be of mutual benefit.

Article III: Areas of Cooperation

The Parties shall subject to mutual consent, encourage and promote co-operation which shall include any program and activity offered by either Party considered to be economically desirable and feasible. Areas of cooperation can include any academic or other programs offered by UniMAP and NPRU.

Article IV: Implementation

It is understood and agreed that

- (1) Proposals for collaborative projects under this MOU will be submitted through the International Relations Office of each university, and it is recommended that reports should be submitted to each International Relations Office at the completion of each project
- (2) Each University will continue to pay the regular in-country salary of its staff members on exchange or visiting programs. However, under specific contracts or secondments, the host university may consider paying a supplemental salary to visiting scholars during the period of their assignment.
- (3) Tuition fees will be waived for an agreed upon number of student exchange, and the host university will assist in finding reasonable accommodation for participating students.
- (4) Student mobilization will apply to undergraduate and graduate/post graduate student at both universities, and may include practical or industrial attachments.
- (5) Financial arrangements for collaborative research, seminars, workshops, conferences, and other such activities will be negotiated separately and will be subject to the availability of funds.
- (6) The host university is not responsible to cover the costs of medical treatment or hospitalization for visiting scholars or students, and it is recommended that visitors obtain overseas health insurance coverage from their home country.
- (7) The collaboration will be carried out subject to availability of funds and approval of both Parties.

Article V: Duration and Termination of the Agreement

- (1) This MOU is effective as of the date of signature by the **Rector / President / Vice Chancellor** of each participating university.
- (2) This MOU is valid from the date of execution by the Parties and shall remain in effect for FIVE (5) years or upon execution of the Agreement, whichever is earlier.
- (3) This MOU may be amended at any time as indicated by written mutual consent.
- (4) 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.
- (5) 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 VI: 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.
3. The Parties agree to comply with all law applicable within the jurisdiction of the signatories below.

IN WITNESS WHEREOF the parties hereto have executed this Agreement or caused it to be executed in their names and on their behalf by their duly authorized representatives on the date set forth.

Executed for and on behalf

UNIVERSITI MALAYSIA PERLIS

Kamarudin Bin Hussin

Name : **PROF. DATO' DR.
KAMARUDIN BIN HUSSIN**

Title : **VICE CHANCELLOR**

Date : **SEPTEMBER 28, 2012**

Executed for and on behalf

**NAKHON PATHOM RAJABHAT
UNIVERSITY**

Somdej

Name : **ASST. PROF. SOMDEJ
NINLAPAN**

Title : **PRESIDENT**

Date : **SEPTEMBER 28, 2012**

Witnessed by,

Sommay

Name : **ASST. PROF. SOMMAY
PEATHANOM**

Title : **VICE - PRESIDENT**

Date : **SEPTEMBER 28, 2012**