



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI SULTAN ZAINAL ABIDIN

AND

YALA RAJABHAT UNIVERSITY

(4th April 2016)

THIS MEMORANDUM OF UNDERSTANDING is made this 4th. day of April 2016;

BETWEEN

UNIVERSITI SULTAN ZAINAL ABIDIN (hereinafter referred to as “**UniSZA**”), a public university in Malaysia established under the Universities and University Colleges Act 1971 whose address is at Gong Badak Campus, 21300 Kuala Terengganu, Terengganu Darul Iman, Malaysia and shall include its lawful representatives and permitted assigns;

AND

YALA RAJABHAT UNIVERSITY (hereinafter referred to as “**YRU**”), a higher education institution in Thailand whose address is at 133 Thesabal 3 Road, Tambol Sateng, Amphor Muang, Yala Province 95000, Thailand and shall include its lawful representatives and permitted assigns;

UniSZA and YRU are hereinafter referred to individually as “the Party” and collectively as “the Parties”.

WHEREAS

- A. UniSZA is an established university which strives to enhance its educational excellence and strengthen its commitment in nurturing future-ready graduates and in its undertaking to create, disseminate and apply knowledge that contributes towards national development.
- B. YRU is a higher education institution which plays significant roles in producing high quality graduates, providing academic services for the society, conducting researches and development for relevant academic fields, conserving local and national wisdom, arts and culture, upgrading teaching staffs and supporting staffs, enhancing reconciliation among people in a multicultural society and developing into qualified organization.

- C. The Parties, fully recognizing that academic collaborations and co-operation between the two universities would be beneficial to all concerned, are desirous of entering into this Memorandum of Understanding to declare and affirm their respective intentions to encourage such academic collaborations and co-operation.
- D. In achieving the objectives of this Memorandum of Understanding, the Parties shall work on the basis of reciprocity in areas of mutual interest upon the terms as contained herein and within the parameters of their laws, constitution, regulations and/or policies.

HERE REACHED AN UNDERSTANDING as follows:

ARTICLE I

OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding 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 in the field of academic and research between the Parties on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF CO-OPERATION

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) Joint academic programs, including research activities;
 - (b) Exchange of information, including research publications;
 - (c) Exchange of teaching staffs for the development of both Parties;
 - (d) Exchange of undergraduate and graduate students for study and research purposes;

- (e) Exchange of community services, including exchange of social-cultural activities;
 - (f) Exchange visits of officials of both Parties;
 - (g) Development of co-operative mechanisms;
 - (h) Exchange of teaching and learning practices;
 - (i) Joint organization of international seminars, conferences and workshops;
 - (j) Exchange scholarships; and
 - (d) Any other areas of co-operation to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, the Parties will enter into a legally binding agreement setting forth the detailed arrangements of the co-operation, upon terms and conditions to be mutually agreed by the Parties including terms.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not 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.

ARTICLE V
NO AGENCY

Nothing contained herein is to 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.

ARTICLE VI
ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Understanding shall come into effect on this Memorandum of Understanding and shall remain in effect for a period of **THREE (3)** years, regardless of the diverse dates the Parties may have signed this Memorandum of Understanding.
2. Either Party may terminate this Memorandum of Understanding by giving **ONE (1)** month written notice to the other Party. Notwithstanding the expiry or the earlier termination of this Memorandum of Understanding, the obligations of the Parties in Article VII herein shall survive and remain binding on the Parties.
3. This Memorandum of Understanding may be extended for a further period upon the mutual agreement in writing of the Parties.

ARTICLE VII
CONFIDENTIALITY

1. No Party shall at any time publish or otherwise make public the contents of this Memorandum of Understanding and disclose to any third party, any Confidential Information of the Parties, made available to each other or acquired pursuant to this Memorandum of Understanding without the written consent of the other Party.
2. For the purpose of this Memorandum of Understanding, "Confidential Information" means any and all technical and non-technical information including patent, copyright,

trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this Memorandum of Understanding; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.

ARTICLE VIII **DISPUTE RESOLUTION**

Any differences pertaining to the interpretation or implementation of this Memorandum of Understanding and any disputes arising pursuant to this Memorandum of Understanding shall be resolved by way of consultation and negotiation with a view to an amicable settlement and mutual benefit of both Parties.

ARTICLE IX **NOTICES**

Any notice or communication under this Memorandum of Understanding shall 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 Sultan Zainal Abidin** or **Yala Rajabhat University**, as the case may be, shown below or to such other 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 SULTAN ZAINAL ABIDIN:

Dean,
Faculty of Design Arts and Creative Technology
Gong Badak Campus, 21300 Kuala Terengganu
Terengganu
MALAYSIA

TO YALA RAJABHAT UNIVERSITY:

Dean,
Faculty of Science Technology and Agriculture,
Yala Rajabhat University,
133 Thesabal 3 Road, Tambol Sateng,
Amphor Muang, Yala Province 95000,
THAILAND.

Facsimile Number : (+66)73-299628

Dean,
Faculty of Humanities and Social Sciences,
Yala Rajabhat University,
133 Thesabal 3 Road, Tambol Sateng,
Amphor Muang, Yala Province 95000,
THAILAND.

Facsimile Number : (+66)73-299632

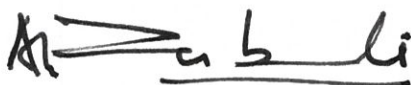
The foregoing record represents the understandings reached between UNIVERSITI SULTAN ZAINAL ABIDIN and YALA RAJABHAT UNIVERSITY upon the matters referred to therein.

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IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, hereunto have executed this Memorandum of Understanding on the year and date first above written and have signed this Memorandum of Understanding in duplicates in TWO (2) original texts, each in the English language, all texts being equally authentic.

SIGNED BY
for and on behalf of

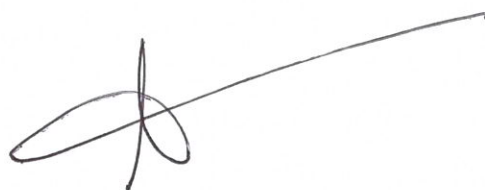
UNIVERSITI SULTAN ZAINAL ABIDIN



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**PROF. DATO' DR. AHMAD ZUBAIDI BIN
A. LATIF**
Vice Chancellor

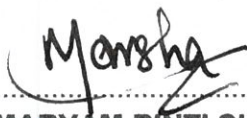
SIGNED BY
for and on behalf of

YALA RAJABHAT UNIVERSITY



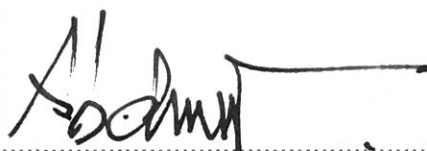
.....
ASST. PROF. DR. SOMBAT YOTATHIP
President

In the presence of



.....
DR. SITI MARYAM BINTI SHARUN
Dean
Faculty of Design Arts and Creative
Technology

In the presence of



.....
**ASSOC. PROF. DR. ABDULNASER
HAJISAMOH**
Dean
Faculty of Science Technology and
Agriculture