

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI MALAYSIA SABAH**



**AND**

**KHON KAEN UNIVERSITY  
THAILAND**



**THIS MEMORANDUM OF UNDERSTANDING (MOU) is made this ...February 28<sup>th</sup>, 2013...**

**BETWEEN**

**UNIVERSITI MALAYSIA SABAH** (hereinafter referred to as "**UMS**"), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at **Jalan UMS, 88400 Kota Kinabalu, Sabah** and shall include its lawful representatives and permitted assigns;

**AND**

**KHON KAEN UNIVERSITY THAILAND** (hereinafter referred to as "**KKU**"), a higher education institution in the northeast region of Thailand established by the H.M. the King who signed a Royal Decree and officially published it in the Royal Gazette in 1966 and whose address is at **123, Mitraparp Highway, Kohn Kaen 40002, Thailand** and shall include its lawful representatives and permitted assigns;

UMS and KKU hereinafter referred to singularly as "the Party" and collectively as "the Parties".

**WHEREAS**

- A. UMS is an established University which strives to enhance and strengthen its academic cooperation and has taken various initiatives to complement its educational excellence. UMS has entered into various collaborative arrangements with other parties to enhance its academic cooperation.
- B. KKU is an established University which is committed to academic excellence and international collaboration in order to promote knowledge and technology exchanges. KKU has formalized its activities, collaborations and exchange programs through the signing of Memorandum of Understanding with other institutions worldwide.

- C. The Parties are desirous of entering into the Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

**HAVE 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 academic co-operation 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) To visit and participate in joint teaching and research programs;
  - (b) To promote exchange of information and materials of mutual interest;
  - (c) To promote the exchange of scientific materials, publication and information;
  - (d) To promote and facilitate the exchange of research and teaching staff as well as students;
  - (e) To organize international conferences, cultural and sports activities; and
  - (f) Any other areas of co-operation to be mutually agreed upon both Parties;



2. For the purpose of implementing the co-operation in respect of any area stated in paragraph 1 the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of dispute" as contained in Annexure A1 of this Memorandum of Understanding.

### **ARTICLE III**

#### **FINANCIAL ARRANGEMENTS**

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the 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 record of the Parties' intentions and does not constitute or create, 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.

## ARTICLE V

### NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation 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 will come into effect on the date of signing and will remain in effect for a period of **5 (five) years**.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

## ARTICLE VII

### 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 **UMS** or **KKU**, 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 Malaysia Sabah

Authorized Representative : Vice-Chancellor  
Address : Universiti Malaysia Sabah,  
Jalan UMS,  
88400 Kota Kinabalu, Sabah  
Malaysia.  
Tel. No. : + 06 088-320000 EXT. 1401  
Fax. No. : + 06 088-320217  
e-mail : [pavcums@ums.edu.my](mailto:pavcums@ums.edu.my)

To Khon Kaen University

Authorized Representative : Dean, Faculty of Medicine  
Address : Khon Kaen University,  
123 Mitraparp Highway,  
Khon Kaen 40002,  
Thailand.  
Tel. No. : + 66(0) 43 363387  
Fax. No. : + 66(0) 43 348375  
e-mail : [intermed@kku.ac.th](mailto:intermed@kku.ac.th)  
Website : [www.md.kku.ac.th](http://www.md.kku.ac.th)

The Foregoing record represents the understandings reached between the Universiti Malaysia Sabah and the Khon Kaen University upon the matters referred to therein.

Signed in duplicate at ...**Faculty of Medicine, Khon Kaen University, Thailand**... on this .....**28th**..... day of .....**February**..... in the year ...**2013**..... in .....**English**..... (...**two**...) original texts, ...-..... (...-.....) each in the English and .....-..... languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

**FOR**  
**UNIVERSITI MALAYSIA SABAH**



.....  
**Prof. Dr. Shariff Abd. Kadir**  
**S. Omang Al-Haj.**  
**Deputy Vice-Chancellor**  
**(Academic & International)**

**In the presence of:**



.....  
**Prof. Dr. D Kamarudin D Mudin**  
**Dean, School of Medicine**

**FOR**  
**KHON KAEN UNIVERSITY**



.....  
**Assoc. Prof. Kittichai Triratanasirichai**  
**President**

**In the presence of:**



.....  
**Prof. Pisake Lumbiganon**  
**Dean, Faculty of Medicine**



## **ANNEXURE A1**

### **..... ARTICLE**

#### **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.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
  - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - (ii) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

### **... ARTICLE**

#### **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 Memorandum of Agreement or any other agreements made pursuant to this Memorandum of Agreement.



2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Agreement, involving technical, business, marketing, policy, knowhow, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data 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.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Agreement.

#### **.... ARTICLE SUSPENSION**

Each party 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 Memorandum of Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

#### **..... ARTICLE 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 Memorandum of Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.