

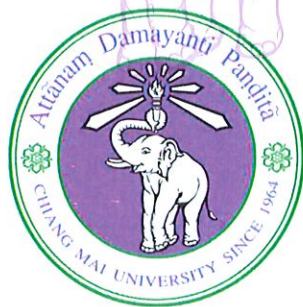
# MEMORANDUM OF UNDERSTANDING

between



UNIVERSITI KEBANGSAAN MALAYSIA

and



CHIANG MAI UNIVERSITY,  
THAILAND



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNIVERSITI KEBANGSAAN MALAYSIA  
AND  
CHIANG MAI UNIVERSITY**



**THIS MEMORANDUM OF UNDERSTANDING** is made on this 24<sup>th</sup> day of July 2020

**between**

**UNIVERSITI KEBANGSAAN MALAYSIA**, a public institution of higher learning established under the Universities and University Colleges Act 1971 [Act 30], and having its address at 43600 UKM Bangi, Selangor Darul Ehsan, MALAYSIA, (hereinafter referred to as "**UKM**") of the one part;

**and**

**CHIANG MAI UNIVERSITY**, a public institution of higher learning in Thailand and having its address at 239, Huay Kaew Road, Muang District, Chiang Mai, 50200, THAILAND, (hereinafter referred to as "**CMU**") of the second part.

**UKM** and **CMU** shall hereinafter be referred to singularly as "the Party" and jointly as "the Parties".

**WHEREAS**

- A. **UKM** is one of five research universities in Malaysia with a strategic direction to be the regional leader in academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, **UKM** has established partnerships with various organizations. **UKM** through its faculties and institutes offers undergraduate and postgraduate courses in various fields. **UKM**, for the purpose of this Memorandum of Understanding, is being represented by its Faculty of Law.
- B. **CMU** is a key university of Northern Thailand. **CMU** has established partnerships with more than universities and academic institutions in Asia, Europe, the Americas and Africa. **CMU**, for the purpose of this Memorandum of Understanding, is being represented by its Faculty of Law.
- C. This Memorandum of Understanding is made in furtherance of the Memorandum of Understanding between the Parties dated 24<sup>th</sup> July, 2017 in order to continue the well-established collaboration on a non-exclusive basis for the mutual interest and for the common benefit of the Parties.
- D. The Parties shall at all times for the common benefit of the Parties agree to use their best endeavor to ensure the success of this Memorandum of Understanding.

- E. The Parties are desirous of entering into this 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.

**NOW THE PARTIES HEREBY AGREE AS FOLLOWS:**

**ARTICLE 1  
SCOPE OF COOPERATION**

- 1.1 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 and research cooperation, training and cultural dissemination between the Parties on the basis of equality and mutual benefit.
- 1.2 Each Party will endeavour to take necessary steps to encourage and develop academic exchange in the area of education and research, and have agreed upon the following activities attached in **Appendix A** of this Memorandum of Understanding.
- 1.3 The Parties agree that the list of activities attached in **Appendix A** and the list of faculties involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Parties.

**ARTICLE 2  
IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS**

- 2.1 The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinators will serve as the contact person on campus, being responsible for implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting experts and arrangements associated with their visits.
- 2.2 In order to enable faculty-driven planning and implementation of the activities mentioned in **Appendix A**, meetings, mutual visits and research workshops between the faculties of both Parties will be conducted.

**ARTICLE 3  
FINANCIAL ARRANGEMENT**

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.2 Notwithstanding the provision of sub-article 3.1, the Parties agree to discuss and further negotiate before implementing any specific academic or research program(s) on specific budget.



- 3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.

#### **ARTICLE 4**

##### **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 4.1 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 the government or the authorized organization in the Parties' country.
- 4.2 The use of the name, logo and/or official emblem of **UKM** or **CMU** as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the respective Party.
- 4.3 The intellectual property rights in respect of any technological development, products and services development, developed –
- i. jointly by the Parties, or any research results obtained through the joint activity effort of both the Parties, shall be addressed on a case-by-case basis under separate written agreements;
  - ii. solely and separately by **UKM** or **CMU**, or any research results obtained through the sole and separate effort of **UKM** or **CMU**, as the case may be, shall be solely owned by the Party concerned; and
  - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.
- 4.4 The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between the Parties.

#### **ARTICLE 5**

##### **EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a 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 6**  
**REVISION, MODIFICATION AND AMENDMENT**

- 6.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 6.2 Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 6.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 6.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

**ARTICLE 7**  
**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 Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

**ARTICLE 8**  
**SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

**ARTICLE 9**  
**DURATION AND TERMINATION**

- 9.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years subject to review and modification as mutually agreed upon.
- 9.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 9.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty.

- 9.4 Such notice of termination does not affect any individual students who have already commenced or been accepted by either Party.

## **ARTICLE 10**

### **NOTICES**

Any communications 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 **UKM** or **CMU**, 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 UKM:**

Dean  
Faculty of Law  
Universiti Kebangsaan Malaysia  
43600 UKM Bangi  
Selangor Darul Ehsan  
MALAYSIA

Telephone : +603 – 8921 6351  
Facsimile : +603 – 8925 3217  
E-mail : dfuu@ukm.edu.my  
Attention to : Associate Prof. Dr. Haniff Ahamat



#### **To CMU:**

Dean  
Faculty of Law  
Chiang Mai University  
239 Huay Kaew Road Muang District  
Chiang Mai 50200  
THAILAND

Telephone : +66 53942936  
Facsimile : +66 53942920  
E-mail : lawcmu@hotmail.com

## **ARTICLE 11**

### **RELATIONSHIP OF THE PARTIES**

- 11.1 The Parties record that it is not their intention that this Memorandum of Understanding creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this Memorandum of Understanding should not be construed



as to render the Parties liable as partners or as creating any partnership, agency or other similar relationship.

- 11.2 Notwithstanding anything in this Memorandum of Understanding, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

## **ARTICLE 12 FORCE MAJEURE**

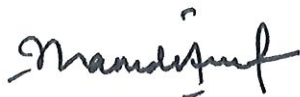
No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Memorandum of Understanding for its delay, failure or inability to meet any of its obligations under this Memorandum of Understanding (other than any obligation to pay money as mutually agreed in writing) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Memorandum of Understanding.

## **ARTICLE 13 GENERAL**

- 13.1 Any provisions of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.
- 13.2 Neither Party must make false or misleading representations or statements.
- 13.3 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without the prior written approval of the other Party.
- 13.4 The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up in English.
- 13.5 Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of co-operation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated co-operation.

**IN WITNESS WHEREOF**, the undersigned being duly authorized thereto, has signed this Memorandum of Understanding on the day and year first above written.

Signed for and on behalf of  
**UNIVERSITI KEBANGSAAN MALAYSIA:**




**PROF. DATO' IR. DR. MOHD. HAMDI. ABD. SHUKOR**

Vice-Chancellor

Universiti Kebangsaan Malaysia

In the presence of:

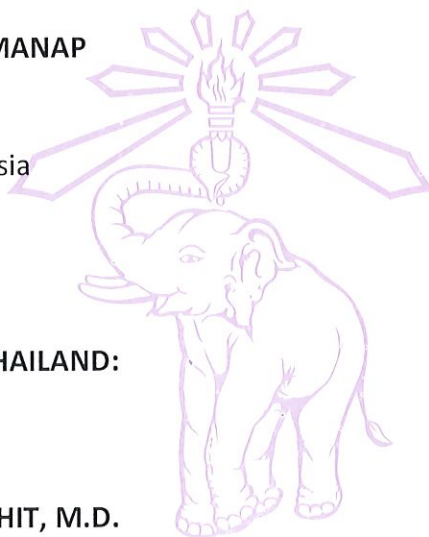


**PROF. DR. NAZURA ABDUL MANAP**

Dean

Faculty of Law

Universiti Kebangsaan Malaysia



Signed for and on behalf of  
**CHIANG MAI UNIVERSITY, THAILAND:**



**CLIN. PROF. NIWES NANTACHIT, M.D.**

President

Chiang Mai University

In the presence of:



**ASST. PROF. DR. PORNCCHAI WISUTTISAK**

Dean

Faculty of Law

Chiang Mai University



## APPENDIX A

### THE LIST OF ACTIVITIES BETWEEN UNIVERSITI KEBANGSAAN MALAYSIA AND CHIANG MAI UNIVERSITY

Based upon principles of international educational exchange (mutual respect and benefit, co-operation, collaboration, and understanding), Universiti Kebangsaan Malaysia and Chiang Mai University, agree to explore the following collaborative activities:

1. Organisation of joint academic activities, such as : courses, conferences, seminars, symposia or lectures;
2. Organisation of joint outreach programs for potential students in partner country;
3. Exchange of students and teaching personnel;
4. Placement of students and teaching personnel;
5. Participation in research by faculty members of partner institution, and
6. Exchange of publications and other materials of common interest.

#### Terms of co-operation

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon by both Parties prior to the initiation of that activity.

The lists of activities are not exhaustive and may be added from time to time with the mutual agreement from both Parties.