



## **MEMORANDUM OF UNDERSTANDING**

*BETWEEN*

**RAJAMANGALA UNIVERSITY OF TECHNOLOGY THANYABURI**

*AND*

**UNIVERSITI TEKNOLOGI MALAYSIA**

**THIS Memorandum of Understanding (MOU)** is made and entered into on: \_\_\_\_\_ 2010, between **RAJAMANGALA UNIVERSITY OF TECHNOLOGY THANYABURI** (hereinafter referred to as **RMUTT**), with its official address at 39 Muh 1, Rangsit-Nakhonnayok Rd. Klong Hok, Thanyaburi Pathum Thani 12110, Thailand and the **UNIVERSITI TEKNOLOGI MALAYSIA** (hereinafter referred to as "**UTM**"), having its registered address at Universiti Teknologi Malaysia, 81310 UTM Skudai, Johor Darul Takzim.

For the purpose of this MoU, RMUTT is represented by the University's President, Assoc. Prof. Numyoot Songthanapitak, and UTM is represented by the University's Vice Chancellor, on the other part.

### **WHEREAS:**

- (A) RMUTT as a national University in possession of a far-sighted academic vision focuses on quality teaching of science and technology aims for high recognition among industries and organizations for its highly qualified graduates, who are well-equipped with professional knowledge and practical skills.
- (B) UTM, a government University, strives with total and unified efforts to attain excellence in science and technology, aims to lead in the development of science, engineering and technology, which are contributory to national wealth; improve the quality of education in order to produce competitive and creative human resources; spur and strengthen the fields of manufacturing technology and technological management in order to meet national requirements; enhance student's character development in order to fulfill national aspirations of producing competitive future

generations: and improve the University's management performance through the sharing of common values and visions.

- (C) RMUTT seeks to foster scientific creativity and productivity, leading to improved competitiveness and productivity through increased contact between its staff and faculty, graduate students and undergraduate students of major research universities, such as the UTM. UTM is committed to strengthening its recognized role as a major national research university through increased interaction with major national research universities, institutes and laboratories, such as RMUTT. UTM recognizes, through experience, that cooperation and collaboration are a critical mechanism for increasing the impact of its research staff, capabilities, and facilities.
- (D) It is the intent of both parties to foster and expand academic research and educational cooperation and to promote mutual understanding between the two Universities through this MoU. This document provides the general structure and principles to facilitate a relationship between the two institutions and is not intended to interfere with or alter relationships between faculty, researchers and scientists of each institution.
- (E) Any projects that shall be conducted are of mutual interest and benefit to both parties hereto.

**NOW IT IS HEREBY UNDERSTOOD AND WITNESSED as follows:**

**ARTICLE 1: GENERAL AREAS OF COOPERATION AND COLLABORATION**

- 1.1 Both Universities agree to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity, but not limited to:
  - Exchange of Faculty and administrative staff;
  - Exchange of graduate and/or undergraduate students;
  - Conducting collaborative research projects;
  - Conducting lectures and organizing symposia;
  - Exchange of academic information and materials;
  - Promoting collaboration in fields of mutual interest;
  - Promoting other academic co-operation as mutually agreed; and
  - Promoting cultural understanding
- 1.2 The term of such mutual cooperation and necessary funding of each program and activity enumerated above are not exhaustive and the parties may agree to include other such programs or activities as may be necessary and identified later which shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular program or activity and such shall be negotiated as required.

- 1.3 The cost and expenses incurred in performing any activity pursuant to this MoU, such as commencement and materialization of projects, training, advisory visits and/or staff attachments, will be negotiated to the mutual acceptance of both parties.

## **ARTICLE 2: DURATION AND TERMINATION**

- 2.1 This MoU shall commence on the date of execution of the same and shall remain in force for duration of three (3) years and shall continue to remain in force by mutual agreement between the parties. This MoU shall be renewed after being reviewed and renegotiated by both Universities after this initial period of three years.
- 2.2 Each party may decide to terminate the MoU by providing three (3) months notice in advance to the other party. Upon termination, each party accordingly shall return any documents retained by the same to its original owner.

## **ARTICLE 3: RELATIONSHIP BETWEEN THE PARTIES**

- 3.1 Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization or any kind between the parties or so to constitute either party as the agent of the other.
- 3.2 RMUTT and UTM hereby agree that this cooperation shall be identified as the parent document of any programs executed between the parties.
- 3.3 Further agreement concerning any programs shall be entered into prior to the commencement of the activities or programs. Such agreement shall not become effective until they have been reduced into writing, approved and executed by the duly authorized representatives of the parties.

## **ARTICLE 4: CONFIDENTIALITY**

- 4.1 All information and/or data that may be exchanged, acquired and shared in connection with the area of cooperation between RMUTT and UTM pursuant to this MoU shall be treated strictly confidential and shall not under any circumstances be divulged by the receiving party ("Recipient") to any third party without the prior written consent of the originating party unless otherwise the same has already been in public domain.

## **ARTICLE 5: GENERAL**

- 5.1 This MoU shall be governed by and interpreted in accordance with the laws of Thailand and Malaysia.
- 5.2 The provisions of this MoU may be amended at any time by the mutual consent in writing of both parties.
- 5.3 Save for Clause 4, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a binding contract and shall not give rise to any rights and liabilities under a contract.

SIGNED by

For and on behalf of:

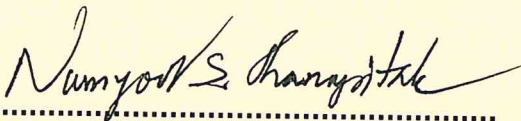
**RAJAMANGALA UNIVERSITY OF TECHNOLOGY THANYABURI**



.....  
Hon. Prof. SAKIT CHANTANOTOKÉ  
VICE PRESIDENT

**Date:**

In the presence of



.....  
Assoc. Prof. Numyoot Songthanapitak, Ph.D.  
President  
Rajamangala University of Technology Thanburi

SIGNED by

For and on behalf of:

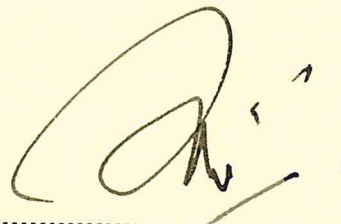
**UNIVERSITI TEKNOLOGI MALAYSIA**



.....  
Prof. Ir. Dr. Mohd. Azraai Bin Kassim  
Deputy Vice-Chancellor  
(Academic & International)

**Date:**

In the presence of



.....  
Prof. Dato' Ir. Dr. Zaini Bin Ujang  
Vice Chancellor  
Universiti Teknologi Malaysia