



บันทึกข้อความ

ส่วนราชการ คณะวิทยาศาสตร์และเทคโนโลยี มหาวิทยาลัยเทคโนโลยีราชมงคลธัญบุรี โทร.0-2549-4149
ที่ อว 0649.07/0723 วันที่ 13 มีนาคม 2563
เรื่อง ขอส่งบันทึกความร่วมมือ (MOU) ตัวจริง

เรียน ผู้อำนวยการกองกลาง

ตามที่คณะวิทยาศาสตร์และเทคโนโลยีได้ประสานทำบันทึกความร่วมมือทางวิชาการระหว่าง
มหาวิทยาลัยเทคโนโลยีราชมงคลธัญบุรี และ University Sultan Zainal Abidin นั้น ในการนี้คณะฯ ขอส่ง
บันทึกความร่วมมือ (MOU) ตัวจริง ดังกล่าวมายังหน่วยงานท่านเพื่อดำเนินการจัดเก็บต่อไป

จึงเรียนมาเพื่อโปรดทราบ

นพดล จงสวัสดิ์
(ผู้ช่วยศาสตราจารย์ ดร. นิพัทธ์ จงสวัสดิ์)
คณบดีคณะวิทยาศาสตร์และเทคโนโลยี

กองกลาง
มหาวิทยาลัยเทคโนโลยีราชมงคลธัญบุรี
รับที่ 1443
วันที่ 16 มี.ค. 2563
เวลา 14.19 น.



EXCHANGE PROGRAM AGREEMENT

BETWEEN

UNIVERSITI SULTAN ZAINAL ABIDIN

AND

**RAJAMANGALA UNIVERSITY OF TECHNOLOGY
THANYABURI**

THIS EXCHANGE PROGRAM AGREEMENT is made on **24th day of February, 2020** (hereinafter referred to as "this Agreement").

BETWEEN

UNIVERSITI SULTAN ZAINAL ABIDIN, a Malaysian public university established under the Universities and University Colleges Act 1971 [Act 30] whose address is at Kampus Gong Badak, 21300 Kuala Nerus, Terengganu, Malaysia and for the purpose of this Agreement is represented by its Faculty of Bioresources and Food Industry (hereinafter referred to as "UniSZA") of the first part;

AND

RAJAMANGALA UNIVERSITY OF TECHNOLOGY THANYABURI, a Thai public university established under Rajamangala University of Technology Act 2005 whose address is at 39 Moo 1, Klong 6, Khlong Luang, Phatum Thani, 12110 Thailand and for the purpose of this Agreement is represented by its Faculty of Science and Technology (hereinafter referred to as "RMUTT") of the second part.

UniSZA and RMUTT, shall hereinafter referred to collectively as the "Parties" and individually as the "Party", where the context so requires.

WHEREAS

- A. UniSZA is a public university which strives to enhance and strengthen its educational programs and has taken various initiatives to complement its educational excellence. With its research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members, UniSZA has entered into various collaborative arrangements with other parties in its effort to enhance its research contents and strengthen its industrial networking.
- B. RMUTT is a public university focusing on providing professional education and technology, conducting research, creating inventions and innovation, offering



academic services to society, conserving religion, arts and culture and preserving the environment.

- C. The Parties wish to carry out exchange programs, academic and non-academic (hereinafter referred to as the "Program") between the Parties' staffs and students for the purpose of promoting cooperation and advancement of academic educational collaboration, furthering mutual understanding between the Parties and enhancing each Party's teaching, learning, and internationalization objectives, by working on the basis of reciprocity within the parameters of their respective laws, regulations and policies.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITION

For the purpose of this Agreement:

"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 Agreement; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.

“Staff Participants” shall mean the staffs of Home Institution from which the exchange is made;

“Student Participants” shall mean the students of Home Institution from which the exchange is made;

“Home Institution” shall mean the institution which has agreed to send its staffs/students to the Host Institution under the Program;

“Host Institution” shall mean the institution, which has agreed to receive staffs/students from the Home Institution under the Program;

“Participants” shall mean both Staff Participants and Student Participants; and

“Program” shall mean reciprocal academic/non-academic exchange program(s) of staffs and students of the Parties.

2. TERM AND RENEWAL

2.1 This Agreement will remain in force for a period of **FIVE (5)** years (hereinafter referred to as the “Term of Agreement”) from the date it takes effect on **24th February, 2020** (hereinafter referred to as the “Effective Date”), regardless of the diverse dates the Parties may have signed this Agreement, subject to annual review and modification by agreement of the Parties.

2.2 This Agreement may be renewed by any Party notifying the other Party in writing of its intention to renew the Term of Agreement, at least ninety (90) days before the expiration of the Term of Agreement. Renewal of the Term of Agreement shall be by mutual consent in writing of the Parties.

3. NUMBER OF PARTICIPANT(S) AND BALANCE

- 3.1 The maximum number for each, staffs and students sent and accepted by the Home Institution and the Host Institution respectively (hereinafter referred to as the "Participants") per academic year is as follows:
- (a) **SIXTEEN (16)** Participants where the period of the Program is not more than ten (10) days; and/or
 - (b) **SIX (6)** Participants where the period of the Program is between four (4) to twelve (12) months.
- 3.2 The Parties undertake to maintain an evenly balanced exchange over the term of the Agreement. Thus, with the agreement of the Host Institution, where it is necessary to "balance" the numbers of Participants, the number of Participants in a particular year may exceed the number of Participants as set out in Clause 3.1.
- 3.3 The Parties will review the Program annually for any imbalances in the number of the Participants and will adjust the number of the Participants over the duration of this Agreement, as necessary to maintain a reasonable balance in the Program.
- 3.4 The maximum number of staffs and students for the Program may be amended in writing by mutual agreement of the Parties.

4. PERIOD OF ENROLMENT

- 4.1 The maximum period of enrolment in the Program for both Staff Participants and Student Participants is four (4) months.
- 4.2 The Host Institution may allow a longer period of enrolment for the Participants or any of the Participants for a particular academic year upon a written request made by the Home Institution.

5. SELECTION OF PARTICIPANTS

- 5.1 The Home Institution will nominate its staffs and students to enrol in the Program on the basis of the criteria determined by the Home Institution.
- 5.2 The Host Institution however reserves the right to determine the final selection and admission of each staff/student nominated by the Home Institution.

6. ACADEMIC PROGRAMS FOR STUDENT PARTICIPANTS

- 6.1 Student Participants may be exchanged between any faculty of either Party, subject to the approval of the Dean of the relevant faculty. Alternative faculties or courses may be suggested in the event of restricted course vacancies or course cancellation.
- 6.2 The Host Institution reserves the right to approve the academic programs and individual courses in which the Student Participants are enrolled at the Host Institution.
- 6.3 The Student Participants will be governed by the same regulations and performance standards that pertain to other students at the Host Institution.
- 6.4 If the Student Participants voluntarily withdraw or is dismissed for disciplinary reasons before the end of the term of the Program, it will be considered as completed from the Home Institution. In addition, the Host Institution reserves the right to require the withdrawal of any Student Participants whose academic standing or conduct warrants such action. The Host Institution will consult with the Home Institution before finalizing such action.

7. ACADEMIC RECORD AND ACCREDITATION OF STUDENT PARTICIPANTS

The Host Institution shall evaluate the academic performance of the Student Participants according to its rules and shall send the Home Institution the academic reports of the Student Participants to be used at the discretion of the Home Institution.

The Home Institution may give credit to the Student Participants based on the academic reports, according to its regulations.

8. TUITION FEES AND EXPENSES OF STUDENT PARTICIPANTS

8.1 The Host Institution shall exempt the Student Participants from payment of registration and tuition fees at the Host Institution.

8.2 Other costs and expenses such as that of living, travelling, educational, optional student activities and any other incidental expenses arising out of the Program shall be borne by the Student Participants / the Home Institution.

9. STATUS OF STUDENT PARTICIPANTS

Student Participants will remain enrolled as students of the Home Institution while on the Program and will not be enrolled as candidates or students for any degree at the Host Institution. Accordingly, Student Participants are expected to maintain the equivalent of a full course load at the Host Institution.

10. ACCESS TO ACADEMIC AND SOCIAL FACILITIES

10.1 Student Participants shall be entitled to participate in any introductory or orientation courses or programs that may customarily be arranged for students at the Host Institution and shall have the same right of access to academic and social facilities provided by the Host Institution as do Host Institution students.

10.2 Staff Participants shall be entitled to working conditions and privileges which are at least equivalent to those accorded to resident staff of the Host Institution. Advance understanding shall be made between the Parties with respect to the Staff Participants access to special facilities such as laboratories and equipment of the Host Institution.

11. SALARY AND EXPENSES OF STAFF PARTICIPANTS

- 11.1 Salary together with allowances to which the Staff Participants are entitled to shall be the responsibility of the Home Institution unless otherwise agreed in writing.
- 11.2 Other costs and expenses such as that of living, travelling, educational and any other incidental expenses arising out of the Program shall be borne by the Staff Participants / the Home Institution.

12. ACCOMMODATION

The Host Institution will strive to accommodate the Participants in one of the Host Institution's residential colleges. Alternatively, the Host Institution will assist the Participants in securing housing for the period of time that they are on the Program. However, the cost of accommodation or housing shall be borne by the Participants.

13. INSURANCE

Participants will be personally responsible to purchase health/medical insurance for the period of time that they are on the Program, as required by the Host Institution's country and the Participant) must present the relevant documents and their translations in English (if the original language of the documents is other than English) to the Host Institution before departure from the Home Institution.

14. RESPONSIBILITIES AND COMMITMENTS OF THE PARTICIPANTS

- 14.1 Participants shall ensure that they meet and conform to all requirements of the Host Institution's country as regards to immigration and to obtain the necessary and appropriate visas for the period of time that they are on the Program.

- 14.2 Participants shall ensure that they keep their Host Institution fully informed of their movements and their contact details during the period of their exchange. The Host Institution will act as the point of contact with the Participants.
- 14.3 Participants shall, within reasonable limits, attempt to represent their Home Institution and country to the best of their ability.
- 14.4 Participants shall be subject to and shall abide by the laws of the Host Institution's country and by the policies, rules and regulations and the legislation, in whatever form, governing the affairs of the Host Institution.

15. RESPONSIBILITIES AND COMMITMENTS OF THE PARTIES

- 15.1 The Parties shall consult on a regular basis, the possibility of staff exchange in areas of teaching, research or administration.
- 15.2 The Home Institution shall notify the Host Institution of the intended exchange at least three (3) months in advance.
- 15.3 The Home Institution shall ensure that the Student Participants have the necessary personal funding resources to meet their financial obligations.
- 15.4 The Host Institution will provide the Participants with formal letters of admission and other documents as may be required for establishing their status for visa and other purposes.
- 15.5 The Host Institution will assign the Participants to the appropriate school, department or division of faculty, and in the case of Student Participants to academic advisers where necessary.
- 15.6 The Host Institution will assist the Participants in finding appropriate accommodation and in dealing with administrative procedures.
- 15.7 The Host Institution will assist the Participants in dealing with administrative procedures inclusive of application for visa and other immigration matters.

15.8 The Parties shall work out further details of the specific conditions other than hereby described through ad-hoc mutual consultation.

15.9 The Parties agree to provide on "as needed" basis, orientation of Participants in respect of language, culture, customs and other life skills which may be necessary for the Participants to obtain the maximum benefit from the exchange experience.

16. CONFIDENTIALITY

16.1 Neither Party shall at any time publish or, disclose to any third party, the contents of this Agreement or any Confidential Information of the other Party, acquired pursuant to this Agreement without the written consent of the other Party.

16.2 The Parties hereto acknowledge that in the event of any breach of this Clause 16 by either Party, the disclosing Party may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Parties acknowledge and agree that the disclosing Party shall be entitled to injunctive and other equitable relief in enforcing the obligations in this Clause 16 in addition to all other remedies available to the disclosing Party in law.

17. TERMINATION

17.1 Either Party may at any time give notice in writing to the other Party of its intention to terminate this Agreement, in which case this Agreement shall terminate ninety (90) days after such notice has been given.

17.2 Notwithstanding the expiration of the Term of Agreement hereof or early termination of this Agreement as provided herein, both Parties shall continue to perform their respective responsibilities specified in this Agreement until such Participant(s) complete their Program period and the obligations of the Parties

in Clause 16 herein shall survive this Agreement and remain binding on the Parties.

18. NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this Agreement shall be in writing, in English and delivered personally or sent by registered or certified air mail or by courier or fax (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below, or sent to the facsimile number or emailed to the following:

If to UNIVERSITI SULTAN ZAINAL ABIDIN

Address	Faculty of Bioresources and Food Industry, Universiti Sultan Zainal Abidin, Kampus Besut, 22200 Besut, Terengganu, Malaysia.
Telephone No.	+609-6693435
Facsimile No.	+609-6693425
Contact Person	Assoc. Prof. Dr. Khamsah Suryati Mohd
Email Address	khamsahsuryati@unisza.edu.my

If to RAJAMANGALA UNIVERSITY OF TECHNOLOGY THANYABURI

Address	Faculty of Science and Technology, Rajamangala University of Technology Thanyaburi, 39 Moo 1, Klong 6, Khlong Luang, Pathum Thani, Thailand, 12110.
Telephone No.	+6625494152
Facsimile No.	+6625494119
Contact Person	Asst. Prof. Dr. Nipat Jongsawat
Email Address	nipat_j@rmutt.ac.th

19. AMENDMENTS AND VARIATION

No amendments, modifications, supplements, termination or waiver of any provision of this Agreement will be effective unless made in writing and duly signed by both Parties.

20. DISPUTE RESOLUTION AND GOVERNING LAW

20.1 The Parties agree that all disputes arising pursuant to this Agreement shall be resolved by way of negotiations and discussions and with a view to an amicable settlement and mutual benefit of both Parties.

20.2 Any negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.

21. ASSIGNMENT

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

22. NAME, OFFICIAL EMBLEM AND LOGO

22.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

22.2 Any use of the Brand Materials for the purposes stated in Clause 22.1 above shall first obtain the written consent of the other Party and shall comply with all reasonable instructions as to the use of the other Party's Brand Materials.

23. E-COMMUNICATION AND SIGNATURE

The Parties hereby consent to electronic communication and electronic signatures being equal to signatures inked on paper. The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information from a Party to the other Party without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

24. INTELLECTUAL PROPERTY

Intellectual property right ownership shall devolve upon the Party whose Participant(s) have carried out the work, giving due recognition to those who have collaborated in the execution of the said work.

25. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such enforcement shall frustrate the purpose of this Agreement.

26. COMPLIANCE WITH LAWS

In the performance of its services, each party agrees that it will comply with all laws, ordinances, rules, and regulations of any government or administrative agency, federal, state or local that affect performance of its services.

27. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between the Parties concerning its subject matter, and supersedes any prior oral and written agreements, commitments, understandings or communications with respect to its subject matter.

28. INDEPENDENT CONTRACTORS

The relationship of the Parties under this Agreement is that of independent contractors and they are not agents, employees or partners of one another. Neither Party has the authority to bind the other Party in contract or incur any debts or obligations on behalf of the other Party.

29. INDEMNIFICATION

Each Party shall be liable for the actions of its own employees, officers, agents and representatives and agree to indemnify and hold one another harmless from any and all claims any losses arising from any negligent acts or omission on the part of either Party or any of their employees, officers, agents and representatives relating to thereto.

30. MUTUAL COOPERATION AND RELATIONSHIP

The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this Agreement in accordance with the spirit of close cooperation and mutual assistance.

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IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement on the year and date first above written:

SIGNED BY

for and on behalf of

UNIVERSITI SULTAN ZAINAL ABIDIN



PROF. DATO' DR. HASSAN BASRI BIN
AWANG MAT DAHAN

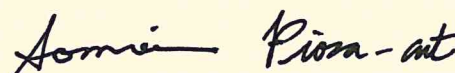
Vice Chancellor

Universiti Sultan Zainal Abidin

SIGNED BY

for and on behalf of

RAJAMANGALA UNIVERSITY OF
TECHNOLOGY THANYABURI



ASST. PROF. DR. SOMMAI PIVSA-ART

Acting President

Rajamangala University of Technology
Thanyaburi

In the presence of:

In the presence of:



MR. ISMAIL BIN MUSA

Acting Registrar

Universiti Sultan Zainal Abidin



ASST. PROF. DR. NIPAT JONGSAWAT

Dean

Faculty of Science and Technology
Rajamangala University of Technology
Thanyaburi