



Memorandum of Agreement

Between

Rajamangala University of Technology Phra Nakhon, Bangkok, Thailand

And

Curtin University Malaysia, Miri, Malaysia

This Memorandum of Agreement (hereinafter referred to as "MOA") is made between:

Rajamangala University of Technology Phra Nakhon, (hereinafter referred to as "**RMUTP**"), represented by Assoc. Prof. Supatra Kosaiyakanont, President, located at 399 Samsen Rd. Vachira Phayaban Dusit Bangkok 10300

and

Curtin University Malaysia (hereinafter referred to as "<u>Curtin</u>"), represented by Professor Jim Mienczakowski, Pro-Vice Chancellor, President & CEO, Curtin University Malaysia, CDT 250, 98009 Miri, Sarawak, Malaysia

1. Purpose and Scope of Cooperation

RMUTP and **Curtin** hereby agree to encourage and promote academic cooperation between their two respective parties. Subject to mutual consent, areas of cooperation and activities include:

- 1.1 Visits by faculty members and students from one institute to the other for the purpose of engaging in research and other educational activities.
- 1.2 Exchange of academic information through seminars, academic conferences, and academic publications.
- 1.3 Promotion of other academic activities to enhance the above mentioned goals.

2. Implementation & Funding

To implement the collaborative activities envisaged, representatives of **RMUTP** and **Curtin** may propose, negotiate and conclude specific agreements. Details, including financial arrangements, will be set out in said agreements. **RMUTP** and **Curtin** acknowledge that in the absence of any provision to the contrary in the specific agreement(s), all expenses of salary, travel, accommodation, living and other related costs will be the responsibility of the visitor's home university.

3. Confidentiality and Ownership of Intellectual Property

The two parties agree that in the event of research collaboration involving confidential information and leading to intellectual property rights, further agreement must be negotiated in each case in accordance with the policies of the two parties.

4. Amendment and Termination

- 4.1 This **MOA** becomes effective on the day it is signed and remains valid for five years. Each party may terminate the **MOA** at any time by notifying the other party of its intent to do so in writing at least six months in advance. Projects in progress at the time of **MOA** expiration or termination, as well as obligations relating to confidentiality and intellectual property stated in Section 3, will remain unaffected.
- 4.2 Amendment or modification of the **MOA** content stated herewith can only occur after both parties discuss and create an appropriate supplementary agreement executed using the same formalities as this **MOA**.

5. Settlement of Disputes Law

The settlement of possible disputes between the parties concerning the interpretation and/or implementation of this **MOA** shall be negotiated in good faith to solve problems that arise.

On behalf of RMUTP: Assoc. Prof. Supatra Kosaiyakanont, President	On behalf of Curtin University Malaysia Professor Jim Mienczakowski, Pro-Vice + One Chancellor, President & CEO
Date:	Date: 20 October 2017