



UNIVERSITI
TEKNOLOGI
MARA



MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIVERSITI TEKNOLOGI MARA
MALAYSIA**

AND

**RAJAMANGALA UNIVERSITY OF TECHNOLOGY
PHRA NAKHON,
BANGKOK
THAILAND**

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THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made on this tenth day of June 2019

BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as "**UiTM**"), an institution of higher learning established by the Universiti Teknologi MARA Act 1976 whose address is at the Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor, Malaysia and shall include its lawful representatives and permitted assigns;

AND

RAJAMANGALA UNIVERSITY OF TECHNOLOGY PHRA NAKHON (hereinafter referred to as "**RMUTP**"), a body established under the University Act 2010 whose address is at Faculty of Industrial Textiles and Fashion Design, 517 Nakhonsawan Road, Suan Chitladda, Dusit, 10300 Bangkok, Thailand and shall include its lawful representatives and permitted assigns;

UiTM and RMUTP shall hereinafter be referred to singularly as "the Party" and collectively as "the Parties".

WHEREAS:

- A. UiTM is an established University with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts.
- B. RMUTP is an established University with the mission to provide educational excellence and apply the university resources for the development of the local community.
- C. The Parties hereby agree to enter into this MOU to declare their respective intentions and to establish a basis of co-operation and collaboration with respect to the provision of consultancy and technical services upon the terms as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I OBJECTIVE

The Parties, subject to the terms of this MOU and the laws, rules, regulations and national policies from time to time in force, have agreed to enter into this MOU to collaborate in the area of textile science and technology, industrial textiles and fashion design with specific emphasis on capacity building, training and joint collaborations.

ARTICLE II AREAS OF CO-OPERATION

Each Party shall endeavour to take necessary steps to cooperate toward the provision of the following services for:

- a. capacity building, training, staff and student exchange, research and joint collaborations in of textile science and technology, industrial textiles and fashion design;
- b. any other areas of cooperation to be mutually agreed upon by the Parties.

For the purpose of implementing the co-operation in respect of any areas 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.

ARTICLE III FINANCIAL ARRANGEMENTS

This MOU will not give rise to any financial obligation by one Party to the other.

Each Party will bear its own cost and expenses in relation to this MOU.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This MOU serves as a record of the Parties' intentions and except in relation to Article VIII (Confidentiality) herein, 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 organization of any kind between the Parties or so as to constitute either Party as the agent of the other.

ARTICLE VI

EFFECTIVENESS AND DURATION

This MOU will come into effect on the date of signing and will remain in effect for a period of **two (02) years** or such further period to be mutually agreed between the Parties, whichever shall be the earlier.

In the event that this MOU expires or is terminated, neither Party shall have any claim against the other save and except for any antecedent breach.

ARTICLE VII

GOOD FAITH

UiTM and RMUTP agree that each Party shall do all things necessary and deal with one another in good faith to ensure that the collaboration is carried out and implemented in a coordinated, cost effective and professional manner for mutual benefit.

The Parties recognize that it is impracticable to make provisions for every contingency which may arise in the course of performance of the provisions hereof and accordingly declare their intention that this MOU shall operate between them with fairness and without detriments to the interest of any Party and that each Party shall use best endeavour to ensure that full effect is given to the terms of this MOU in the spirit in which it was agreed.

ARTICLE X ANNOUNCEMENT

Except as required by law, no press release, announcement, disclosure or any other publicity or disclosure concerning this MOU or its subject matter shall be made by any Party without the prior written consent of the other Party.

ARTICLE XI AMENDMENT

No amendment or other variation of this MOU will be binding unless the same is duly affected by an instrument in writing by the same Parties hereto and expressed to be for the purpose of such amendments.


ARTICLE XII 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 MOU which suspension shall take effect immediately after notification has been given to the other Party.

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IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Understanding on the day and year first above written.

For and on behalf of **UiTM**



Prof. Dr. Ir. Mohd Azraai Kassim
Vice Chancellor
Universiti Teknologi MARA
Malaysia

For and on behalf of **RMUTP**



Assoc. Prof. Supatra Kosaiyakanont
President
Rajamangala University Of Technology
Phra Nakhon
Thailand

Date: 10 June 2019

Date: 10 June 2019

In the presence of for **UiTM**



**Prof. Dr. Hj. Farida Zuraina
Mohd Yusof**

Dean
Faculty of Applied Sciences

Universiti Teknologi MARA
Malaysia

In the presence of for **RMUTP**



**Asst. Prof. Rattanaphol
Mongkhorrattanasit**

Dean
School of Industrial Textiles &
Fashion Design
Rajamangala University Of
Technology Phra Nakhon
Thailand

Date: 10 June 2019

Date: 10 June 2019

The End