



MEMORANDUM OF UNDERSTANDING

**Between
Universiti Tenaga Nasional**

MALAYSIA

and

Rajamangala University of Technology Phra Nakhon

THAILAND

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made on November 26th 2012.

Between

Universiti Tenaga Nasional, a Malaysian private university with Multimedia Super Corridor Status, wholly owned by Tenaga Nasional Berhad and registered under the Malaysian Private Higher Educational Institutions Act 1996 with an address at Jalan IKRAM-UNITEN, 43000 Kajang, Selangor, Malaysia (hereinafter referred to as “UNITEN”) of the one part;

and

Rajamangala University of Technology Phra Nakhon, a Thai Public University under the supervision of the Office of Higher Education Commission, Ministry of Education with an address at 399 Samsen Road, Vachira Phayabal, Dusit, Bangkok 10300 (hereinafter referred to as “RMUTP”)

WHEREAS :

1. UNITEN is a private university wholly owned by Tenaga Nasional Berhad that offers academic programmes in the areas of Engineering, Information Technology, Business management and other related fields.
2. RMUTP is a public university that offers academic programmes in the areas of Industrial Education, Home Economics Technology, Mass Communication Technology, Business Administration, Science and Technology, Engineering, Applied Arts, Architecture and Design and Textile Industry and Fashion Design.

3. This Memorandum of Understanding (hereinafter referred to as "the MOU") sets out the terms and conditions under which the two institutions have agreed to work together to promote academic and research co-operation as well as the exchange of staff, students and information. The spirit of this initiative is intended to develop a closer understanding, greater co-operation and a durable friendship between the two universities, as well as specific co-operation in the delivery of nominated degree programs.
4. The Parties hereby wish to spell out their intentions for areas of cooperation between them.

IN CONSIDERATION OF THE MUTUAL UNDERSTANDING SET FORTH HEREIN, IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:

1. STATEMENT OF INTENT

- 1.1 UNITEN and RMUTP recognise that the Parties have many interests in common and that there will be mutual benefits from collaboration and co-operation.
- 1.2 UNITEN and RMUTP wish to formalise and standardise the relationship between the Parties in order to provide consistency and a focal point, for the preparation and administration of programmes for collaboration and co-operation.
- 1.3 This MOU essentially sets out the general nature of the intended areas of collaboration between UNITEN and RMUTP. It is not intended that the agreement shall give rise to any legal rights or obligations between the two institutions. Neither party assumes any financial obligations arising from the MOU except as mutually agreed under separate schedules jointly established from time to time. Specific projects encompassed by this MOU will be agreed upon by both parties.

2. THE GOAL

The intended goal of this MOU is to develop and maintain an ongoing relationship between the two institutions. The relationship will provide opportunities for institution members (academic, administrative and professional staff) as well as students to participate actively in the educational programs of the two institutions. UNITEN and RMUTP agree to explore the possibilities of co-operation in areas of mutual interest and benefit.

3. NATURE OF INTENDED COLLABORATION

- 3.1 Possible activities may include, but are not limited to, the following:
- 1.1.1 Joint facilitation and supervision of postgraduate studies
 - 1.1.2 Exchange of academic staff
 - 1.1.3 Joint research and teaching activities
 - 1.1.4 Participation in seminars and academic meetings
 - 1.1.5 Exchange of publications, academic materials and other information
 - 1.1.6 Academic quality assurance and consultation
 - 1.1.7 Academic programme development
 - 1.1.8 Joint publications, conférences, symposium etc
 - 1.1.9 Student study abroad and exchange programme
- 1.2 Any specific activities that result from this MOU shall be subject to separate legally binding agreements and both parties agree to negotiate these agreements in good faith.
- 1.3 If there are to be any changes to the initial agreement, UNITEN and RMUTP should inform each other well in advance so as to enable each Party to make the necessary preparation and adjustment, if necessary after an agreement is reached between the Parties.

4. CO-ORDINATION

The Parties to this MOU will, within Three (3) months from the date of execution of this MOU, designate a key contact person on behalf of each Party who will take responsibility for development and achievement of the Objectives of this MOU and when mutually agreed, will take responsibility for the development of the separate collaborations mentioned in **Clause 3.1** above.

5. COMMENCEMENT AND DURATION OF THIS MEMORANDUM OF UNDERSTANDING

- 5.1 This MOU will come into effect at the time of signing and will remain in force for a period of five (5) years. Following a review by both parties on the fifth year, this MOU may be extended for a further agreed period.
- 5.2 Either Party may terminate this MOU at any time by giving not less than **Six (6) months'** notice in writing, PROVIDED HOWEVER that any decision to allow this MOU to lapse will take into consideration the time needed for completion of any

collaboration under way or any exchange visitors completing courses at either party's institution.

6. NATURE OF MOU

This MOU relates only to the intention contemplated herein and nothing contained herein shall be deemed to create an association, partnership or principal/agent relationship between the Parties hereto or impose any partnership obligations or liability to either Party. Neither party shall have any right, power or authority to enter into any agreement of commitment, act on behalf of, or otherwise bind the other Party in any way until a formal agreement has been reached between the Parties.

7. MISCELLANEOUS

- 7.1 The Parties recognise that it is impractical to make provision for every contingency that may arise in the course of the performance of the provisions hereof and accordingly declare their intention that this MOU shall operate with fairness between them and without detriment to the interest of either Party and that each Party will endeavour to ensure that full effect is given to the terms of the MOU in the spirit in which it was initially agreed.
- 7.2 The Parties acknowledge that all expenses such as salaries, allowances, traveling, living and associated cost will be determined and borne by each Party.
- 7.3 Each Party shall bear its own cost of or in connection with the preparation and execution of this MOU.
- 7.4 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in any Party under or pursuant to this MOU shall constitute a waiver by the Party of that or any other right, power or remedy.
- 7.5 The Parties hereto shall keep in confidence all information disclosed to the other Party or exchanged and neither Party shall without the consent of the other Party release any such information to any third party other than those duly authorised for the purposes herein.
- 7.6 Nothing shall diminish the full autonomy of either Party, nor will any constraints or financial obligations be imposed by either Party upon the other in carrying out this MOU.

8. CONTACT PERSONS

8.1 For Universiti Tenaga Nasional

Sidra Naim Bt. Taraq Naemzia
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Email : sidra@uniten.edu.my

8.2 For RMUTP

Name : Asst.Prof.Supatra Kosaiyakanont
Address : 399 Samsen Road, Vachira Phayabal,
Dusit, Bangkok 10300
Tel : +66 2282 9009-15 ext. 6030
Fax : +66 2282 9342
Email : supatra_ko@hotmail.com

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IN WITNESS WHEREOF the Parties have hereto set their hands and seal the day and year first above written.

Signed for and on behalf of

UNIVERSITI TENAGA NASIONAL.....

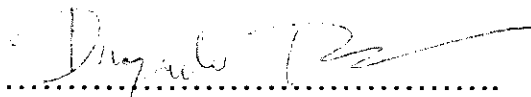
Dato' Seri Prof. Mashkuri Bin Yaacob
Vice Chancellor

In the presence of :



.....
Professor Dr Mohd Zamri Yusoff
Dean of College of Engineering

Signed for and on behalf of
RMUTP

.....

Assoc. Prof. Duangsuda Taechotirote
President

In the presence of :

.....

Asst. Prof. Supatra Kosaiyakanont
Vice-President for Academic
and International Affairs