

# **MEMORANDUM OF UNDERSTANDING**

**PRINCE OF SONGKLA UNIVERSITY**

**(PSU)**

**AND**

**UNIVERSITI TEKNOLOGI MARA**

**(UiTM)**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PRINCE OF SONGKLA UNIVERSITY, THAILAND  
AND  
UNIVERSITI TEKNOLOGI MARA, MALAYSIA**

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**THIS MEMORANDUM OF UNDERSTANDING** is entered this        day of        2008

**BETWEEN**

**PRINCE OF SONGKLA UNIVERSITY, THAILAND** and having its address at 15 Karnjanavanit Road Hat Yai Songkla 90110 (hereinafter referred to as “PSU”) of the one part;

**AND**

**UNIVERSITI TEKNOLOGI MARA, MALAYSIA** an institution of higher learning established under Universiti Teknologi MARA Act 1976 (Act 173) and having its principal campus at UiTM, 40450 Shah Alam, Selangor Darul Ehsan, Malaysia (hereinafter referred to as “UiTM”) of the other part.

**WHEREAS:**

- A. PSU and UiTM believe that mutual benefits can be derived by bridging their two universities, achieving s closer relations by linking their scholars, students and personnel.
- B. Both universities share the strong conviction that mutual understanding among people can be promoted through the establishment of academics links.
- C. Both universities agree to enter into this Memorandum of Understanding (MoU).

**IT IS HEREBY AGREED AS FOLLOWS:**

**Article 1  
Principle of Cooperation**

PSU and UiTM agree to develop their academic links under the principle of mutual understanding, mutual benefit, common interest and mutual complementary activities as follows :

- 1.1 to promote individual contacts among scholars, student and personnel of both universities;
- 1.2 to promote links in teaching, research and cultural activities;

- 1.3 to provide opportunities for both staff and students exchanged. However such exchange need not be equally reciprocated;
- 1.4 to develop and to encourage joint research, seminars, conference, workshop and to also assist each other in obtaining external funding from outside sources;
- 1.5 to develop, when opportunities avails, joint study program;
- 1.6 to support the exchange of academic materials;
- 1.7 to share experience and expertise concerning university administration and management; and
- 1.8 to encourage any other activities that both universities agree to be mutually benefit.

## **Article 2 Areas of Cooperation**

Areas of cooperation can include any academic or other programs offered by PSU and UiTM.

## **Article 3 Implementation**

It is understood and agreed that :

- 3.1 Proposal for collaboration projects under this MoU shall be submitted through the Chief Executive Officers of each university or their authorized representatives and it is recommended that reports should be submitted to each Chief Executives Officers or their authorised representatives at the completion of each project;
- 3.2 Each university shall continue to pay the regular in-country salary of its staff members on exchange or visiting programs. However under specific contract or secondments, the host university may consider paying a supplemental salary to visiting scholars during the period of their assignment;
- 3.3 To encourage student mobilization, the host university shall assist in every way it could in finding reasonable accommodation for participating students;
- 3.4 Student mobilization shall apply to undergraduate and graduate / post graduate students at both universities and may include practical or industrial attachments.

- 3.5 Financial arrangements for collaboration research, seminars, workshop, conferences and any other such activities shall be negotiated separately and shall be subject to the availability of funds; and
- 3.6 The host university is not responsible to cover the costs of medical treatment or hospitalization for visiting scholar or students and it is recommended that visitors obtain overseas health insurance coverage from their home country.

#### **Article 4**

##### **Duration and Termination of the Memorandum of Understanding**

- 4.1 This MoU is effective as of the date of signature by the Chief Executive Officer of each university.
- 4.2 This MoU may be terminated at any time as indicated by the provision of written notice of termination not less than six (6) months prior to the desired termination date.
- 4.3 Both universities agree that all continuing obligation to students, staff, funding bodies or other entities are met in full subsequent to the notice of termination.

#### **Article 5**

##### **Confidentiality**

- 5.1 Any information disclosed or furnished verbally or documented from one party to the other under the on-going activities shall be for the sole purpose of the on-going activities as stipulated under this MoU only.
- 5.2 Each university shall hold confidential information at all time and hereby agree not to disclose the information to any third party without the prior written consent of the other, except insofar as such information :
  - 5.2.1 is produced or generated solely by one party;
  - 5.2.2 is established in the public domain otherwise than as a consequence of breach of the obligation herein provided;
  - 5.2.3 is in one party's possession prior to its receipt from the other which fact can be substantiated by documentary evidence; and
  - 5.2.4 is obtained from a third party which is not under confidential obligation to either party.

**Article 6**  
**Notice**

- 6.1 Any notice, approval, consent and/or any other communication required under this MoU shall be made in writing and sent by post or facsimile to the following address :

**For Prince of Songkla University, Thailand :**

15 KARNJANAVANIT ROAD  
HAT YAI SONGKLA 90110  
THAILAND

Fax no.: +667-4212828

**For Universiti Teknologi MARA, Malaysia :**

UiTM INTERNATIONAL CENTRE (UIC)  
UNIVERSITI TEKNOLOGI MARA MALAYSIA  
40450 SHAH ALAM  
SELANGOR, MALAYSIA

Fax no. : +603-55211442

**Article 7**  
**Law**

Both parties agree to abide by and to be governed by the laws of Malaysia.

**Article 8**  
**Responsibilities**

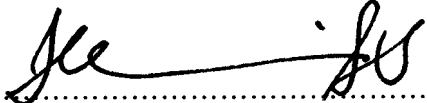
- 8.1 Both parties agree to provide full cooperation on matters arising from this MoU and to execute any future formal agreements that may become necessary.
- 8.2 Both parties agree to resolve amicably any disputes that may arise from this MoU.

IN WITNESS WHEREOF the parties have set their hands the day and year first above written.


**SIGNED** by, for and on behalf of  
**PRINCE OF SONGKLA UNIVERSITY,**  
**THAILAND**

  
.....  
**BOONSOM SIRIBUMRUNGSUKHA Ph.D**  
President

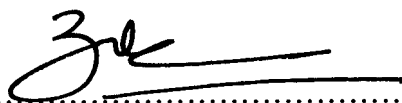
**SIGNED** by, for and on behalf of  
**UNIVERSITI TEKNOLOGI MARA,**  
**MALAYSIA**

  
.....  
**DATO' SERI PROF DR IBRAHIM SHAH**  
Vice Chancellor and Chief Executive  
Officer

In the presence of:

  
.....  
**Dr. Chatchai Ratanachai**  
Vice President

In the presence of:

  
.....  
**Dr. Zahrah Mokhtar**  
Registrar