

MEMORANDUM OF UNDERSTANDING ("MoU")

BETWEEN:

(1) **THE UNIVERSITY OF WESTMINSTER**, an exempt charity and a company limited by guarantee incorporated in England under number 977818, having its registered office at 309 Regent Street, London, W1B 2UW ("**the University**") and

(2) **PRINCE OF SONGKLA UNIVERSITY** a public institution of higher education incorporated under the Higher Education Commission, Ministry of Education, Thailand, having its principal address at 15 Karnjanawanich Road, Hat Yai, Songkhla 90110, Thailand, ("**PSU**").

each, for the purposes of this MoU, "**a party**" and together "**the parties**".

1. Introduction

1.1. The parties have agreed to sign this MoU in order to express their intention, in principle, to enter the discussions in good faith to facilitate and develop a meaningful and mutually beneficial relationship, and to explore and encourage the development of new opportunities for collaboration between the parties.

1.2. This MoU is not legally binding and is designed merely to inform and assist the parties on on-going discussions. Neither party wishes for this MoU to give rise to any binding commitment or legal obligation.

1.3. The parties rely on this MoU and enter the discussions at their own risk and neither will be liable to the other in the event that no further formal contract(s) is/are entered into. Each party shall bear its own costs in relation to any work undertaken or expenditure incurred under or in relation to this MoU.

2. Scope of discussions regarding potential collaborative opportunities

The University and **PSU** agree to develop their academic links under the principle of mutual understanding, mutual benefits, common interests, and mutually complementary activities.

2.1. Discussions regarding potential collaborative opportunities are expected to cover the following **Objectives of Cooperation**:

- (1) to promote individual contacts among scholars, students, and personnel of both universities,
- (2) to promote links in teaching, research, and cultural activities,
- (3) to provide opportunities for both staff and students exchanges, however, such exchange need not be equally reciprocated,

- (4) to develop and encourage joint research, seminars, conferences, workshops, and to also assist each other in obtaining external funding from outside sources,
- (5) to develop, when opportunities avails, joint study programs,
- (6) to support the exchange of academic materials,
- (7) to share experiences and expertise concerning university administration and management,
- (8) to encourage any other activities that both universities agree to be of mutual benefit.

Areas of cooperation can include any academic or other programs offered by **the University** and **PSU**.

2.2. In accordance with the requirements of (i) the UK Quality Code for Higher Education and (ii) good legal practice, the details of any further collaborative opportunity will, if agreed, be recorded in a formal written agreement between the parties, specifying the legal, administrative and financial arrangements of the proposed collaborative provision. Neither party will have any obligations in relation to the provision of such collaborative opportunity until such an agreement is agreed and signed by duly authorised representatives of each party.

2.3. Each party undertakes to reveal to the other such dealings with other institutions or any material fact that may be reasonable expected to impinge on the development of the collaborative relationship established by this MoU.

3. Duration of this MoU

3.1. This MoU shall take effect upon signature by both parties. It shall be in effect for a period of five (5) years, save where terminated earlier by either party under paragraph 3.2 or with the mutual written agreement of both parties.

3.2. Either party may terminate this MoU at any time without liability to the other on three (3) months' prior written notice.

4. Confidentiality, Intellectual Property Rights and Announcements

4.1. Each party agrees to maintain full confidentiality of any information disclosed or made available by the other under this MoU. Neither party shall use or disclose the confidential information of the other except to the extent required to enable the performance of this MoU (any such use to be on a confidential basis) or as required by law (including, in the case of **the University**, under the Freedom of Information Act 2000).

4.2. Each party agrees to respect the Intellectual Property Rights of the other party. No licences of Intellectual Property Rights are granted under this MoU and all such rights are reserved to the owning party (and/or its licensors, if applicable).

4.3. Specific approval for any publicity relating to this MoU or the other party must be agreed in writing prior to deployment between the Director of Recruitment, Admissions and Marketing at **the University** and the Vice President for Global Relations and Informatics at **PSU**.

4.4. In this paragraph 4: "**confidential information**" means any information disclosed by a party to another that has been designated in writing as confidential or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored)

including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know how, personnel, students, customers, agents and suppliers of a party. **"Intellectual Property Rights"**: means any intellectual property rights throughout the world, whether or not registered and whether or not registrable, including without limitation copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, design patents, registered design, trademarks (including business and brand names, domain names, devices and logos), goodwill and the rights to apply for any of the foregoing anywhere in the world.

For and on behalf of

University of Westminster

For and on behalf of

Prince of Songkla University



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Prof. Alexandra Hughes
Deputy Pro-Vice Chancellor
for Global Engagement



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Assoc. Prof. Dr. Chusak Limsakul
President

Date: 76 / 04 / 2016

Date: 23 / 05 / 2016