



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI BRUNEI DARUSSALAM  
Brunei Darussalam**

**AND**

**PRINCE OF SONGKLA UNIVERSITY  
Thailand**

This Memorandum of Understanding is signed on the.....of March 2010,

BETWEEN

Universiti Brunei Darussalam (hereinafter referred to as “UBD”)

AND

Prince of Songkla University, Thailand (hereinafter referred to as “PSU”),

hereinafter collectively referred to as “the Participants” and individually referred to as “the Participant” unless otherwise described.

**WHEREAS:**

UBD and PSU are desirous of collaborating and establishing a working relationship and, this MOU provides for the establishment of an academic link and cooperation between the Participants.

Based on principles of equity and reciprocity, this Memorandum of Understanding will serve as a general framework for cooperation between the two Participants and is intended to facilitate discussions for more specific programmes of collaboration.

### **Section 1**

#### **SCOPE AND FIELDS OF ACADEMIC LINK AND COOPERATION**

*Within fields that are mutually acceptable to both institutions, the academic link and cooperation between UBD and PSU will include the following:*

##### **Exchange of Students**

Exchange of Students, both undergraduate and postgraduate, may take place for the purpose of visit, study or research for a duration to be mutually agreed. Students may be accepted as non-graduating students and/or for attachments to undertake research on such terms and conditions to be agreed upon mutually in writing between the two Participants.

##### **Exchange of Staff**

Exchange of Staff between the two Participants may take place for purposes that will be mutually beneficial to both Participants. Such purposes may include study visits, discussions, research, teaching, training, supervision of postgraduate students or academic development. Exchange of Staff may be extended to administrative, library and non-teaching staff in various areas for the purpose of visits, work attachments or training courses.

##### **Exchange of Publications**

The Participants agree to exchange academic, scientific, historical and research publications and literature in areas of agreed mutual collaboration between their libraries. Exchange of Publications may include the exchange of audio-visual materials and other items for teaching and research.

### **Collaborative Research and Teaching Programmes**

The Participants agree to explore possibilities of developing joint or collaborative research and teaching programmes in fields of mutual interest. Such collaborative research and teaching programmes may include seminars leading to publications, field work for joint research projects, short courses, summer schools and team teaching. The Participant which initiates a research project or other activity in a field of likely interest to the other Participant will, wherever possible, invite staff of the latter Participant to participate in the project on such terms and conditions to be agreed upon mutually in writing between the two Participants.

### **Cooperation in Other Areas**

The academic link and cooperation between the Participants may be extended to other areas not mentioned above, subject to mutual agreement in writing.

## **Section 2 EXCHANGE PROCEDURE**

*The procedures to be followed in implementing any exchange scheme or any form of cooperative work under this Memorandum of Understanding will be as follows:*

The scope, terms, conditions and other details of any exchange programme or cooperative work to be implemented by the Participants shall be separately negotiated by representatives of both Participants, and confirmed by the Participants through specific and detailed Agreements.

Such terms and details of any proposed exchange programme or cooperative work shall not be binding until approved in writing by the relevant authorities of both Participants under the signatures of the Vice Chancellor of UBD and the President of PSU.

**The exchange of staff, students or publications need not be reciprocal simultaneously.**

## **Section 3 FINANCIAL ARRANGEMENTS**

*The financial arrangements in establishing any exchange programme or any form of cooperative work under this Memorandum of Understanding will be based on the following principles:*

Both Participants understand that all financial arrangements for any exchange programme or cooperative work will have to be negotiated and mutually agreed in writing between the Participants depending on the availability of funds.

Nothing shall diminish the full autonomy of either Participant, nor will any constraints or financial obligations be imposed by either upon the other in carrying out this Memorandum of Understanding.

**Section 4**  
**JOINT PROPERTY**

*The following provisions on property rights will apply:*

All findings derived from the collaborative research between both Participants under this Memorandum of Understanding shall be the joint property of both Participants, unless otherwise mutually agreed by the Participants.

Both Participants shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between both Participants under this Memorandum of Understanding, unless otherwise mutually agreed by the Participants.

**Section 5**  
**CONFIDENTIALITY**

*The following provision will apply:*

Both Participants agree to treat all information pertaining to this, or derived from this, Memorandum of Understanding as confidential; whether obtained in writing or by other means during and after the expiration of this Memorandum of Understanding; and shall not transmit such information without the written consent of the Participant giving the information.

**Section 6**  
**DURATION AND TERMINATION**

*The following provisions will apply:*

This Memorandum of Understanding shall commence on the date of signature and shall continue to be effective for three (3) years. After this initial 3-year period, the Memorandum of Understanding will be extended for further 3-year periods unless both Participants mutually agree in writing to its termination.

Notwithstanding the paragraph immediately above, this Memorandum of Understanding may be terminated by either Participant giving written notice to the other at least six (6) months prior to the date of expiry or to the proposed date of termination.

Notwithstanding the paragraph immediately above, the provisions of this Memorandum of Understanding or of any other written agreement, in respect of any on-going exchange programme or cooperative work under this Memorandum of Understanding, shall continue to apply until the completion of the programme or cooperative work, unless both Participants mutually agree in writing to the earlier termination of the programme or cooperative work.

**Section 7**  
**MISCELLANEOUS**

For the purposes under this Memorandum of Understanding, the responsible authorized signatories shall be the Vice Chancellor of Universiti Brunei Darussalam and the President of Prince of Songkla University.

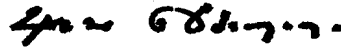
Nothing in this Memorandum of Understanding will be construed as creating any legal obligation between the two Participants.

***Signed in duplicate, both texts being equally authentic,  
by the authorized signatories on behalf of the Participants.***



**DR. HAJI ZULKARNAIN  
HAJI HANAFI**

**Vice Chancellor**  
Universiti Brunei Darussalam



**ASSOC. PROF. DR. BOONSOM  
SIRIBUMRUNGSUKHA**

**President**  
Prince of Songkla University

Date: **18**... March 2010

Date: **8**... March 2010