



MEMORANDUM OF UNDERSTANDING

BETWEEN

PRINCE OF SONGKLA UNIVERSITY

AND

DALI UNIVERSITY

This Memorandum of Understanding (MOU) is made on this day ^{2nd} June 2016.....

BETWEEN

PRINCE OF SONGKLA UNIVERSITY (hereinafter referred to as "PSU"), a public institution of higher learning established under the National Educational, whose address is 15 Karnjanavanich Rd., Hat Yai, Songkhla, 90110, Thailand and shall include its lawful representatives and permitted assigns;

AND

DALI UNIVERSITY (hereinafter referred to as "DLU"), an institution of higher learning established under the approval of China's Ministry of Education, whose address is at No. 2 Hongsheng Road, Dali, Yunnan, 671003 P. R. China and shall include its lawful representatives and permitted assigns;

(PSU and DLU hereinafter referred to singularly as "the Party" and collectively as "the Parties")

HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

1. OBJECTIVE

The Parties, subject to the terms of this MOU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

2. AREAS OF CO-OPERATION

2.1 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:

- a) Collaboration in conducting courses of study and training at the pre-graduate, undergraduate and post graduate levels;
- b) Collaboration in research projects;
- c) The exchange of students, practicum, and internship programme;
- d) The exchange of faculty members;
- e) The exchange of academic data and information;

- f) The conduct of special projects for mutual benefit that both parties agree upon ; and
- g) any other areas of co-operation to be mutually agreed upon by the Parties from time to time.

2.2 For the purpose of implementing the co-operation in respect of any area in sub-clause 2.1, the Parties may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

3. FINANCIAL ARRANGEMENTS

- 3.1 This MOU will not give rise to any financial obligation by one Party to the other.
- 3.2 Each party will bear its own cost and expenses in the implementation of this MOU.

4. CONFIDENTIALITY

- 4.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Parties during the period of implementation of this MOU or other agreements made pursuant to this MOU.
- 4.2 For the purposes of this MOU, "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) of this MOU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
- 4.3 All Parties agree that the provisions of this clause shall continue to be binding between the Parties notwithstanding the termination of this MOU.

5. EFFECT OF MOU

This MOU serves only as a record of the Parties' intentions and does not constitute, 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.

6. NO AGENCY

Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

7. ENTRY INTO EFFECT AND DURATION

- 7.1 This MOU will come into effect on the date of signing and will remain in effect for a period of five (5) years.
- 7.2 This MOU may be extended for a further period as may be agreed in writing by the Parties.

8. REVISION, VARIATION AND AMENDMENT

- 8.1 Any Party may request in writing a revision, variation or amendment of this MOU.
- 8.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MOU.
- 8.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 8.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MOU before or up to the date of such revision, variation or amendment.

9. SUPERVENING EVENTS

- 9.1 Each Party reserves the right for reasons of national security, national interests, 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.
- 9.2 Notwithstanding sub-clause 9.1, should any other event occur which hinders or restricts the implementation of this MOU, the parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

10. CHOICE OF LAW

This Memorandum of Understanding shall be deemed to have been made, executed and delivered in Malaysia and shall be governed by and enforced in accordance with the laws of Malaysia. Any disputes arising as to the legal nature of this Memorandum of Understanding shall be settled in Malaysia and the courts and authorities of Malaysia shall have exclusive jurisdiction over all controversies that may arise.

11. COMPETENT AUTHORITIES

The authorities responsible for the fulfillment of this MOU are the President of DLU and President of PSU.

12. NOTICES

Any communication under this MOU shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail or facsimile number of PSU or DLU, as the case may be, shown below or to other such address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To: **PRINCE OF SONGKLA UNIVERSITY**

Address : 15 Karnjanavanich Rd., Hat Yai, Songkhla, 90110, Thailand.
Attn. to : President
Tel. no. : +66 74 446824
Fax no. : + 66 74 446825
E-mail : psu-international@psu.ac.th

To: **DALI UNIVERSITY**

Address : No. 2 Hongsheng Road, Dali, Yunnan, 671003 P. R. CHINA
Attn. to : President
Tel. no. : 0086-872-2219964
Fax no. : 0086-872-2219965
E-mail : liuming@dali.edu.cn

The foregoing record represents the understandings reached between DLU and PSU upon the matters referred to therein.

***The rest of this page is intentionally left blank.**

IN WITNESS WHERE OF this MOU has been duly signed on ^{2nd}..... day of June in the year 2016 in four (4) original texts in the English language, all texts being equally authentic.

Signed for and on behalf of

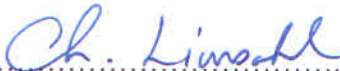
DALI UNIVERSITY


.....
Prof. Dr. Zhang Qiaogui
President


In the presence of 
.....
Prof. Li Xiaobing
Vice President

Signed for and on behalf of

PRINCE OF SONGKLA UNIVERSITY


.....
Assoc. Prof. Dr. Chusak Limsakul
President

In the presence of


.....
Assoc. Prof. Dr. Wilaiwan Chotigeat
Dean of Faculty of Science