**MoU Template (ระดับมหาวิทยาลัย)**

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THAKSIN UNIVERSITY**

**AND**

**………………………………**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**………………………………**

**AND**

**THAKSIN UNIVERSITY THAILAND**

**ON ACADEMIC AND RESEARCH COOPERATION**

**……………………………………**(hereinafter referred to as “…………”) an institution of higher learning whose address is at ……………………………………… and shall its lawful representatives and permitted assigns;

**THAKSIN UNIVERSITY** (hereinafter referred to as “TSU”) an autonomous university whose address is at 140 Moo 4, Tambon Khao Rup Chang, Meuang, Songkhla, 90000, Thailand, and shall include its lawful representatives and permitted assigns; hereinafter referred to singularly as “the Party” and collectively as “the Parties”).

WHEREAS

A. ………….. is an established University which strives to enhance and strengthen its research and development and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance networking.

B. TSU is an established University which continually strives to enhance its quality of education and research and has collaborative arrangements with other parties for this purpose; and

C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein,

HAVE REACHED AN UNDERSTANDING as follows:

**ARTICLE I**

**OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party’s country, will endeavor to strengthen, promote and develop student experience, teaching and research co-operation between the parties on the basis of equality and mutual benefit.

**ARTICLE II**

**AREAS OF CO-OPERATION**

1. Each Party will, subject to Malaysian and Thailand laws, rules, regulations and national policies from time to time in force, governing the subject matter, endeavor to take necessary steps to encourage and promote co-operation in the following areas:

1. teaching and research;
2. staff training and development;
3. lecturer/student exchange/ mobility inbound and outbound/ industrial training;
4. collaboration on seminars
5. international collaboration
6. any other areas of co-operation to be mutually agreed upon by the Parties.

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on confidentially, suspension, protection of intellectual property right and settlement of dispute.

**ARTICLE III**

**FINANCIAL ARRANGEMENTS**

1. The Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding

**ARTICLE IV**

**EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Parties intentions and does not constitute or create, 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.

**ARTICLE V**

**NO AGENCY**

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

**ARTICLE VI**

**ENTRY INTO EFFECT AND DURATION**

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of five(5) years.
2. This Memorandum of Understanding may extend for a further period as may be agreed in writing by Parties.

**ARTICLE VII**

**NOTICES**

Any communication under this This Memorandum of Understanding will be in writing in the English language and delivery by registered mail to the address or sent to the electronic mail address or facsimile number of …….. or TSU, as the case may be, shown below or to such other address or electronic mail address of facsimile 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 ………….. : ………………………..

………………………..

………………………..

……………………….

To TSU : Thaksin University

140 Moo 4 Tambon Khao Rup Chang, Mueang, Songkhla 90000, Thailand

(Attn: Assistant President for International Affairs)

Fax. : (66) 74 317690

E-mail: ………………………………………..

The foregoing record represents the understandings reached between ………………..and THAKSIN UNIVERSITY upon the matters referred to therein. Signed in duplicate at ……………………………on this …………………….. in the year 20…. in two (2) original texts, in the English language, and all texts being equality authentic.

Signed by Signed by

for and on behalf of for and on behalf of

(Partner University)…………. Thaksin University

(Authorized person)………… Assoc. Prof. Dr. Nathapong Chitniratna

(President/Vice Chancellor/ Rector)… President, TSU

In the presence of: In the presence of:

(Witness’s name)……………. (Witness’s name)……………

(Position)……………………… (Dean/Director)………………