



**RENEWAL OF  
MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI TEKNOLOGI MARA**

**AND**

**SUKHOTHAI THAMMATHIRAT OPEN UNIVERSITY**

WHEREAS a **Memorandum of Understanding** (hereinafter referred to as “**MoU**”) was executed

BETWEEN **UNIVERSITI TEKNOLOGI MARA** (hereinafter referred to as “**UiTM**”), AND **SUKHOTHAI THAMMATHIRAT OPEN UNIVERSITY** (hereinafter referred to as “**STOU**”) on the 13<sup>th</sup> day of March 2012 for a period of three years.

AND WHEREAS under the authority of Article 6.2 parties are desirous of extending the MoU for another three years.

**THIS RENEWAL OF MEMORANDUM OF UNDERSTANDING HEREBY WITNESSES AS FOLLOWS:**

**Article 1:**

This MoU signed on 13<sup>th</sup> day of March 2012, which is due to expire on 12<sup>th</sup> March 2015, is hereby extended by another three years to 11 March 2018.

**Article 2:**

All other terms of the MoU of 13<sup>th</sup> March 2012 are reaffirmed.

## **WHEREAS**

- A. UiTM is an established University with a track record of educational excellence and research and with a dynamic program of collaborative arrangements with many international counterparts.
- B. STOU was officially established by Royal Charter as Thailand's eleventh state university in order to provide the people with increased educational opportunities at university level. STOU hold to the principle of lifelong education and aims to develop the quality of life of people, generally by increasing the level of knowledge of working people and expanding the educational opportunities. STOU carries out its mission by providing distance educational programs and promoting high-level academic and professional courses in order that the people have the chance to increase their level of knowledge in accordance with individual and societal needs.
- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

## **NOW THIS MOU WITNESSES AS FOLLOWS:**

### **ARTICLE 1**

#### **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, shall endeavour to strengthen, promote and develop international and research co-operation between the Parties on the basis of equality and mutual benefit.

## ARTICLE 2

### AREAS OF COOPERATION

- 2.1 Both parties agree to encourage the following activities, in particular, to promote international academic cooperation in the following areas:
- a) Information Management/Science;
  - b) English Language Teaching;
  - c) Mathematics;
  - d) Distance Education/Online Education; and
  - e) Any other areas of co-operation as agreed to by the Parties from time to time
- 2.1.1 The Parties to this MoU agree to continue discussions and communication on the areas identified in sub-clause 2.1 with a view to their implementation and the identification of each Party's function.
- 2.1.2 In the event that the Parties so desire, they may enter into a separate legally binding agreement in respect of any area in sub-clause 2.1 subject to terms and conditions being mutually agreed upon by both Parties.
- 2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1 the Parties shall enter into legally binding agreements subject to terms and conditions as mutually agreed upon by the parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of disputes".

### **ARTICLE 3**

#### **FINANCIAL ARRANGEMENTS**

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

### **ARTICLE 4**

#### **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 shall not give rise to any legal process and shall not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

### **ARTICLE 5**

#### **NO AGENCY**

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

### **ARTICLE 6**

#### **ENTRY INTO EFFECT AND DURATION**

- 6.1 This Memorandum of Understanding will come into effect on the day of signing and shall remain in effect for a period of THREE (3) years.
- 6.2 This Memorandum of Understanding may be extended for such further period as may be agreed in writing by both Parties.



## ARTICLE 7

### NOTICES

Any communication under this Memorandum of Understanding shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of Universiti Teknologi MARA or Sukhothai Thammathirat Open University, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the other Party 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 Universiti Teknologi MARA:**

Address : Universiti Teknologi MARA  
Puncak Perdana Campus  
40150 Shah Alam, Selangor, Malaysia

Attention : Associate Prof Dr Mohd Sazili Shahibi  
Dean, Faculty of Information Management

Tel. : +603 7962 2002

Fax : +603 7962 2007

E-mail : dekanfpm@uitm.edu.my

#### **To Sukhothai Thammathirat Open University:**

Address : Sukhothai Thammathirat Open University  
Bangpood, Pakkret, Nonthaburi 11120, Thailand

Attention : Assistant Prof Dr Somkiat Watanapongsakul  
Dean School of Liberal Arts

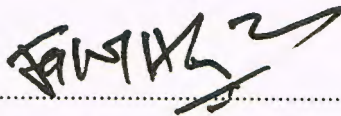
Tel. : +662 504 8001

Fax : +662 503 3564

E-mail : stouinter@gmail.com

Signed in duplicate on this ..... day of .....in the year ..... in two(2) original texts, both texts being equally authentic

Signed by  
for and on behalf of  
**UNIVERSITI TEKNOLOGI MARA  
SHAH ALAM, SELANGOR,  
MALAYSIA**



.....  
**TAN SRI DATO' SRI PROF. IR. DR.  
SAHOL HAMID ABU BAKAR, FASc**  
Vice-Chancellor/President

Date: ..... 28/12/2015 .....

Signed by  
for and on behalf of  
**SUKHOTHAI THAMMATHIRAT  
OPEN UNIVERSITY**

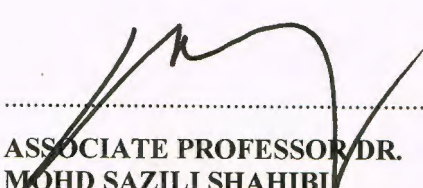


.....  
**ASSOCIATE PROFESSOR  
CHAILERD PICHITPORNCHAI, M.D., Ph.D.**  
President

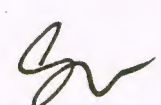
Date: ..... 27 Jan 2016 .....

Witnessed by :

Witnessed by :



.....  
**ASSOCIATE PROFESSOR DR.  
MOHD SAZILI SHAHIBI**  
Dean  
Faculty of Information Management



.....  
**ASSISTANT PROFESSOR DR.  
SOMKIAT WATANAPONSAKUL**  
Dean of School of Liberal Arts