
Memorandum of Understanding

SUKHOTHAI

THAMMATHIRAT OPEN

UNIVERSITY

AND

WAWASAN OPEN UNIVERSITY

This memorandum of understanding (hereinafter called "MOU") is made on

BETWEEN

SUKHOTHAI THAMMATHIRAT OPEN UNIVERSITY, a state university established by Royal Charter on 5 September 1978 as Thailand's eleventh state university, and having its address at 9/9 Chaengwattana Road, Bangpood, Pakkret, Nonthaburi 11120 Thailand (hereafter called "STOU")

AND

WAWASAN OPEN UNIVERSITY, a private university registered under the Malaysian Private Higher Educations Act 1996, wholly owned by Wawasan Open University Sdn. Bhd. [Company No. 700364-W], and having its address at 54, Jalan Sultan Ahmad Shah, 10050 Penang, Malaysia (hereafter called "WOU")

WHEREAS

- a) STOU was officially established by the Government of Thailand as a state university in order to provide the people with educational opportunities at university level. STOU holds to the principle of lifelong education and aims to develop people's quality of life by increasing their level of knowledge and expanding educational opportunities through degree and non-degree programs in twelve schools of study. STOU programs are approved by the Ministry of Education and recognized by the Office of the Higher Education Commission and the Office for National Education Standards and Quality Assessment (ONESQA). Degrees from STOU are endorsed by the Thai Government as holding the same rights and privileges as degrees from conventional universities.
- b) WOU is a private not-for-profit institution of higher learning dedicated to adult learners who seek to pursue tertiary qualifications for professional development and career advancement as well as personal enrichment. WOU presently offers a wide range of programmes ranging from the sub-degree to postgraduate levels in the fields of business, technology, education as well as liberal studies, to cater for the needs of the country's workforce. All WOU programmes are approved by the Malaysian Ministry of Education (MOE),

accredited by the Malaysian Qualifications Agency (MQA) and recognized by the Public Services Department (JPA).

- c) Both parties now wish to enter into a series of discussions for meaningful collaboration for purposes more particularly set forth herein.

Following the discussions between STOU and WOU (hereinafter called "the Parties"), the Parties hereby agree to the following.

1. AREAS OF UNDERSTANDING

1.1 The relationship created by this MOU is not intended to be binding in any court of law. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements which include terms relating to ownership, intellectual property, financial arrangements, use of resources, etc.

1.2 This MOU is intended to establish a basis upon which STOU and WOU may explore areas for cooperation. In this regard, the Parties agreed to the following goals and objectives as part of their international collaboration programmes:

- a. To initiate joint research & development projects and application for joint research funding.
- b. To facilitate academic development exchanges between the Parties, including mutual visits by faculty members to pursue research, teaching, and to participate in seminars, conferences, workshops, etc.
- c. To facilitate joint supervision of postgraduate students of either side.
- d. To organise and participate in joint academic activities such as conferences, workshops, publications, and seminars.

2. DURATION

This MOU shall come into effect upon execution hereof by the Parties here to and shall continue for a period of three (3) years and may be extended upon mutual agreement thereafter.

3. IMPLEMENTATION & COORDINATION

3.1 The implementation of the cooperation under this MOU shall be dealt with by the relevant departments or faculties of both Parties. A separate written agreement shall be entered into by the Parties setting out the detailed arrangements for collaboration which will stipulate the following:

- a. The scope, timeframe, and objectives of the activity in detail.
- b. The responsible persons within the particular departments or units that are concluding the agreement. The persons named will be directly responsible for the implementation and oversight of the proposed activity. Changes to the personnel involved may be made at the discretion of the department or unit head, in coordination with the institutional points of contact at STOU and WOU named in Clause 3.2 of this MOU; and
- c. The commitment of resources, if applicable, and the attendant financial obligations of the respective partnering departments. This MOU does not require either Party to support any new financial commitment unless expressly agreed otherwise by the partnering departments or units.

3.2 In order to oversee this MOU and coordinate with the associated departments and separate supplementary agreements, both the Parties agree that the institutional points of contact shall be the following:

For WOU: Prof. Dato' Dr. Ho Sinn Chye
Vice Chancellor

For STOU: Assoc. Prof. Chailerd Pichitpornchai , M.D., Ph.D.
President

4. AMENDMENT

The Parties may revise, amend or modify all or any part of this MOU by way of mutual consent in writing which shall come into force on such date to be determined by the Parties.

5. CONFIDENTIALITY

All information and/or data that may be exchanged, acquired and shared in connection with the areas of cooperation between the Parties pursuant to this MOU shall be treated as strictly confidential and shall not under any circumstances be divulged by the receiving Party to any third party without the prior written consent of the disclosing Party unless otherwise the same has already been in the public domain. This obligation shall continue to bind the Parties hereto notwithstanding the termination of this MOU.

6. RESULTS OF COLLABORATION

Ownership of any research findings, curriculum, content and intellectual property arising from collaborative studies or researches shall be decided upon through mutual agreement of the Parties. Any publication, application, use and others regarding the same shall only be allowed after obtaining the prior written consent of both the Parties.

7. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other for any damages whatsoever including without limitation, direct, indirect, speculative, incidental, special, or consequential damages in connection with the performance under this MOU.

8. GOOD FAITH

In entering into this MOU, the Parties recognise that it is impractical to make provisions for every contingency that may arise in the course of the performances thereof. Accordingly, the Parties hereby declare it to be their intention that this MOU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of any of the Parties.

If in the course of this MOU, unfairness to any Party is disclosed or anticipated or any dispute arises, the Parties shall use their best endeavours to agree upon such action as may be necessary and equitable to remove or resolve the cause(s) of the same. If the Parties hereto fail to resolve the disputes or disagreements amicably then the MOU shall be deemed to be terminated forthwith.

9. COSTS

No Party shall incur any expenditure on behalf of the other Party. Each Party shall be responsible for its own expenses incurred unless otherwise agreed upon prior to carrying out the activities under this MOU.

10. TERMINATION

Either Party may terminate this MOU for any reason whatsoever by giving to the other Party a written notice of three (3) months. Where such termination occurs, the provisions of this MOU shall continue to apply to on-going programmes or activities until their completion.

11. NOTICE

Any notice required to be given hereunder shall be in writing and shall be delivered by courier service or facsimile to the address stated herein.

IN WITNESS WHEREOF the Parties hereto have read and understood the entire substance of the Memorandum, and hereby adopt this Memorandum, and agree to abide by its terms. This Memorandum is made in two copies, each retaining one copy, of which hold the equal validity and shall become effective upon signature by the two parties.

Signed by:

Chailerd Pichitpornchai

.....
Assoc. Prof. Chailerd Pichitpornchai, M.D., Ph.D.

President

Sukhothai Thammathirat Open University

Date 31 October 2013

Signed by:

Ho Sinn Chye

.....
Prof. Dato' Dr. Ho Sinn Chye

Vice Chancellor

Wawasan Open University

Date 31 October 2013

In the presence of:

Orasa Pankhao

.....
Assistant Professor Orasa Pankhao

Vice-President for Corporate Communications and

International Affairs

Date 31 October 2013

In the presence of:

Dr. Andy Liew

.....
Dr. Andy Liew, Director
Directorate of Quality
Assurance & External Relations

Date 31 October 2013