



Dated this on the 07 day of January 2018

BETWEEN

UNIVERSITI TELEKOM SDN. BHD.

(Company No. 436821-T)

[as the registered owner of **MULTIMEDIA UNIVERSITY**]
(MALAYSIA)

AND

NARESUAN UNIVERSITY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is dated on the __07__ day of __January__, 2018

BETWEEN

UNIVERSITI TELEKOM SDN. BHD. (Company No. 436821-T), having its registered office at Company Secretarial Division, Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur (as the registered owner of Multimedia University (Registration No. KP/JPS/DFT/US/B01), a private university registered under the Private Higher Educational Institution Act 1996 (Act 555) and having its business address at
Jalan Multimedia, 63100 Cyberjaya, Selangor Darul Ehsan and
Jalan Ayer Keroh Lama, 75450 Bukit Beruang, Melaka
(hereinafter referred to as "**MMU**") of the one part;

AND

NARESUAN UNIVERSITY having its registered office at Phitsanulok, Thailand and having its business address at
99 Moo 9, Phitsanulok-Nakornsawan Rd., Thapho, Muang, Phitsanulok, Thailand 65000
(hereinafter referred to as "**NU**") of the other part;

WHEREAS

1. NU is a public university located in Thailand and provides university-level education and training in three major clusters: the Health Sciences Cluster, the Science and Technology Cluster, and the Social Sciences Cluster. Engineering related programs and disaster management curriculum are offered by its Faculty of Engineering.
2. MMU is a private university institution located in Malaysia, and provides university-level education and training in the areas of multimedia technology, engineering, information technology, general arts and sciences, and business management.
3. The Parties now wish to enter into a series of discussions for the mutual benefit of both Parties, and for purposes more particularly set forth herein.

The Parties hereby agree to the following:

1. **Scope of Understanding:** The provisions stated in this MOU are statements of intent only. This is not a binding agreement between the Parties (save for the confidentiality provisions below), and no such agreement shall exist until both Parties have negotiated, prepared and executed a separate individual written agreement establishing the binding obligations of the Parties and approved by each Party's Board of Directors in relation to specific objectives stated below.

This MOU is intended to establish a basis upon which NU and MMU may explore areas for co-operation in the development and promotion of both academic research and enhancing the

educational opportunities for students. The Parties believe that such endeavours would be in the interest of both Parties and of Thailand's and Malaysia's business, academic and general community at large. In this regard, the Parties agree to discuss and explore the following objectives for mutual benefits:

1. Linkages
2. Exchange Program
3. Research Development

The scope can be reviewed and changed from time to time to meet the needs of both Parties, such changes must be made in writing. This MOU shall be executed in English, with three (3) copies, one copy kept at each university and one copy shall be submitted to the Legal Department of MMU.

2. **Contact Persons:** MMU hereby appoints ASSOC. PROF. DR. LIM WAY SOONG and NU hereby appoints DR. PHISUT APICHAYAKUL to co-ordinate and oversees all discussions between the Parties pursuant to this MOU.
3. **Mutual Expense and Reliance:** Each Party will be responsible for its own expenses during the discussions in connection with this MOU, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the understanding expressed in this MOU shall be at the Parties' own risk.
4. **Confidentiality:**
 - a) All information exchanged between Parties in connection with this MOU or during discussions preceding this MOU and relating to this MOU or to any matter contemplated by this MOU, and any discussions held between the Parties are CONFIDENTIAL to them and may not be disclosed to any third party during the period of this MOU or anytime thereafter except:
 - i) with the written consent of the other Party;
 - ii) if required by law to be disclosed;
 - iii) in connection with legal proceedings by authority of a court of competent jurisdiction; or
 - iv) if the information is or becomes generally and publicly available but not as a result of breach by either Party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this MOU.
 - b) Disclosure of confidential information to the employees of either Party's subsidiary, parent or related companies (as defined under the *Malaysia Companies Act, 1965*) is permitted provided it is necessary for the purposes of performing that Party's obligations under this MOU. Notwithstanding the aforesaid, the Party receiving any information shall ensure that any of its employees to whom information is disclosed by the Party disclosing pursuant to this MOU shall undertake to observe the confidentiality undertakings in this MOU. The Party receiving the information shall protect all confidential information of the disclosing Party using not less than the standard of care in which it treats its own confidential

information (but no less than a reasonable care in the circumstances) and shall ensure that the information is stored and handled in such a way as to prevent unauthorised disclosure.

- c) The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.
- 5. **Termination:** This MOU is for duration of *three (3) years* from the date of this agreement. However, either Party may immediately terminate or extend this MOU for any reason by providing notice in writing to the other Party.
- 6. **No Legal Obligations:** The Parties agree that provisions contained in this MOU are not binding and do not create any legal obligations between the Parties, save for the confidentiality provisions in this MOU.
- 7. **Relationship of the Parties:** The Parties herein are independent entity. This MOU does not create any agency, company, partnership, joint venture or any other business relationship between the Parties.
- 8. **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 performance under this MOU.
- 9. **Modifications:** No variations, modification or alteration of any provisions of this MOU shall be effective unless made with the prior written agreement of the Parties.
- 10. **Governing Law and Jurisdiction:** This MOU and any final agreement entered pursuant to this MOU shall be governed by and construed in accordance with the laws of Malaysia and Thailand. Any dispute controversy or claim arising out of or relating to this MOU or breach, termination or invalidity thereof, shall be decide and finally resolved by an arbitrator appointed by both parties. The language to be used in the arbitration will be English.

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In witness whereof the parties hereto have caused this MOU to be duly executed on the day and year first above mentioned.

SIGNED BY:

For and on behalf of

Naresuan University

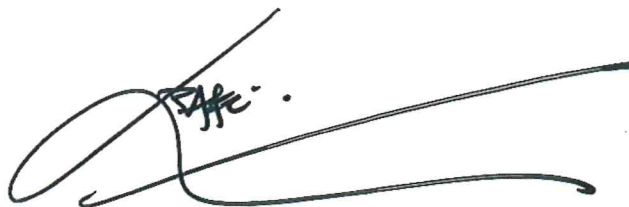


Honorary Prof. Dr. Kanchana Ngourungsi
Acting President

SIGNED BY:

For and on behalf of

Universiti Telekom Sdn. Bhd.
(as the registered owner of **Multimedia University**)



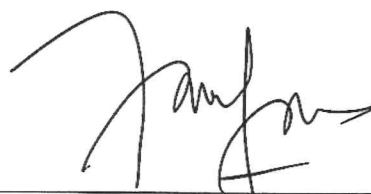
Prof. Datuk Dr. Ahmad Rafi Bin Mohamed Eshaq
President

WITNESSED BY:



Assoc. Prof. Dr. Sarintip Tantanee
Dean
Faculty of Engineering

WITNESSED BY:



Assoc. Prof. Dr. Fazly Salleh Bin Abas
Dean
Faculty of Engineering and Technology



Dr. Phisut Apichayakul
Associate Dean for Academic Affairs,
Faculty of Engineering



Assoc. Prof. Dr. Lim Way Soong
Deputy Dean,
Faculty of Engineering and Technology