

PRIVATE AND CONFIDENTIAL



Dated this on the ..... 7th April 2021 .....

BETWEEN

UNIVERSITI TELEKOM SDN. BHD.  
(Company No. 199701021324 (436821 -T))  
[as the registered owner of MULTIMEDIA UNIVERSITY]  
(MALAYSIA)

AND

NARESUAN UNIVERSITY

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## MEMORANDUM OF UNDERSTANDING

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**PRIVATE AND CONFIDENTIAL**

**7th April 2021**

This Memorandum of Understanding ("MOU") is dated on the .....

BETWEEN

**UNIVERSITI TELEKOM SDN. BHD.** (Company No. 199701021324 (436821)), a company incorporated under the laws of Malaysia and having its registered office at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur (hereinafter referred 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 as "NU") of the other part;

(collectively be referred to as "**Parties**" and individually as "**Party**").

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. UTSB is the registered owner of Multimedia University ("MMU"), a private university registered under the Malaysian Private Higher Educational Institutions Act 1996, which offers tertiary level education and training in the areas, amongst others, multimedia technology, engineering, information technology, creative multimedia & business management and has the expertise and the capability to provide management, research and development, consultancy services and advancement of technology in the education industry. Reference to "UTSB" and "MMU" shall be used interchangeably, wherever appropriate.
3. The Parties now wish to enter 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 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 cooperation 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:

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1. Linkages
2. Exchange Program
3. Research Development
4. Internship

The scope can be reviewed and changed from time to time to meet the needs of both Parties, and such changes must be made in writing. This MOU shall be executed in English.

2. **Contact Persons:** MMU hereby appoints Director of International Relations and NU hereby appoints Deputy Dean for Academic Affairs and Quality Development, Faculty of Engineering 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. For internship program, the Parties shall discuss separately on a case-by-case basis.
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.



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5. **Termination:** This MOU shall be in effect for a period of five (5) years, commencing from its signing date. This MOU shall be renewed automatically for another five (5) years unless either Party gives notice in writing of six (6) months to withdraw from the MOU.
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. **Intellectual Property Rights:** All existing intellectual property rights of any Party, including any development, adaptation, modification or derivative rights shall belong and remain with such Party. Nothing in this MOU is intended to transfer or assign or grant any intellectual property rights to each other.
11. **Relationship:** Nothing contained herein shall be construed to imply a partnership, joint venture, principal/agent or an employer/employee relationship between the Parties and neither Party shall have any right, power or authority to create any obligation, express or implied on behalf of the other.
12. **Counterparts:** This MOU may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party; it being understood that all Parties need not sign the same counterparts.
13. **Jurisdiction:** Any dispute controversy or claim arising out of or relating to this MOU or breach, termination or invalidity thereof, shall be decided 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**  
President

SIGNED BY:  
For and on behalf of

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



**Prof. Dato' Dr. Mazliham Mohd Su'ud**  
President

WITNESSED BY:



**Assoc. Prof. Dr. Suchart Yammen**  
Dean  
Faculty of Engineering

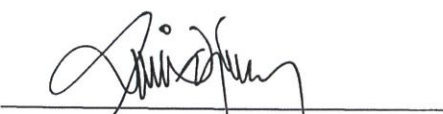
WITNESSED BY:



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



**Asst. Prof. Dr. Panomkhawn Riyamongkol**  
Deputy Dean for Academic Affairs and  
Quality Development  
Faculty of Engineering



**Assoc. Prof. Dr. Lim Way Soong**  
Director,  
International Relations Office