

MEMORANDUM OF AGREEMENT

BETWEEN

**UNIVERSITI TEKNOLOGI MARA
MALAYSIA**

AND

**CHIANG MAI UNIVERSITY
THAILAND**

This **Memorandum of Agreement** (hereinafter referred to as the 'Agreement') is executed on²⁸ day of *November* 2023.

BETWEEN

UNIVERSITI TEKNOLOGI MARA, an institution of higher learning established under the Universiti Teknologi MARA Act 1976 (Act 173) with its principal address at the Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor, Malaysia (hereinafter referred to as "UiTM"),

AND

CHIANG MAI UNIVERSITY an institution of higher learning addressed at 239, Huay Kaew Road, Muang District, Chiang Mai Thailand 50200 and for the purpose of this Agreement to be represented by the Faculty of Medicine (hereinafter referred to as "CMU");

WHEREAS both parties are conscious of the importance of educational exchange programmes to the intellectual development of their staff and students and to the fostering of closer links between centres of higher learning;

AND WHEREAS both parties are desirous of developing and implementing programmes of student and staff exchange between their respective institutions.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1: STAFF EXCHANGE

1.1 Exchange of Staff

- 1.1.1 Within the limit of their means and after taking account of the development of the programmes, the two parties shall undertake the exchange of staff for short and medium term assignments.
- 1.1.2 The number of these assignments shall be set according to the needs expressed as agreed in writing by both Parties.

1.1.3 Both institutions shall exchange experiences and communicate results of research through joint organization of training, colloquium and conferences between the two institutions.

1.2 Recommending Candidates

Both sides shall promote within the other Party's programmes of higher education especially in the fields of medicine, and recommend suitable candidates to the partner institution.

1.3 Lecturing and Supervision of Research Assignments.

1.3.1 Subject to the availability of funds and on terms and conditions to be agreed upon in writing, both institutions pledge to assign professors/lecturers to undertake lecturing and supervision of research assignments at each other's institution.

1.3.2 The number and duration of these assignments shall be determined by the two parties in writing.

1.4 Assistance

Both sides shall endeavour to provide necessary assistance and directions to joint research work as agreed in writing by both parties.

1.5 Long Distance Training

The two parties shall explore possibilities of long distance consultation between their lecturers and specialists on the basis of an agreed research programme based on opportunities offered by the new information and communication technologies.

1.6 Joint Documentation and Publications

Both parties pledge to collaborate in joint scientific publications. The copyright incorporated in the publication shall be by mutual consent of all parties and held in the sole names of the Authors for the term of the copyright.

1.7 Reception of Staff under Sponsorship

The two parties shall facilitate the reception and stay of staff according to arrangements approved by both regulatory authorities. In particular, both parties shall recommend to their respective Authorities the candidacy of staff from each other's institution who wishes to

register for agreed academic programmes, short-term practical training courses, attachments, secondment, fellowship or any other programme of study, teaching or research.

1.8 Financial Arrangements

1.8.1 The two parties shall do their utmost to raise the financial means necessary for the implementation of the present Agreement through grants made available by the respective regulatory authorities, as well as by other national and international sponsoring bodies.

1.8.2 All expenses relating to an exchange scholar shall be borne by the home institution and the host institution shall not be liable for any salaries or allowances or expenses for air travel, immigration charges, internal transport, accommodation, food, medical fees, insurance and living expenses.

1.9 Track Reports

The partners shall consult each other whenever they deem fit. Every year, they shall produce a track report on actions undertaken jointly and shall set details of the cooperation programme for the following year. The deadline for each annual report is 15th of December. Annual reports shall be signed. Documents worked out jointly through these consultations shall be communicated by each contracting party to the respective regulatory authorities.

ARTICLE 2: STUDENT AND TRAINEE EXCHANGE

2.1 Duration of Exchange

The period of stay of each exchange student and trainee at the host institution shall not exceed one (1) academic year.

2.2 Selection of Exchange Students and Trainees at the Home Institution

The home institution shall be responsible for selecting candidates for exchange students and trainees. Exchange students and trainees shall be full-time students, residents, and fellows at the home institution.

2.3 Admission Procedures

The home institution shall send a list of the exchange students and trainees nominated, their applications, and other documents required to the host institution by the deadline set forth each year by the host institution. The host institution shall have the right to make the final decision on the admission of each candidate based on its admission policies, rules and regulations set forth officially. The host institution shall inform the home institution of its final decision on each proposed admission as soon as possible.

2.4 Cost of exchange

The registration and tuition fees of the exchange student and trainee shall be waived by the host institution. However, all expenses for food, accommodation, transportation, health insurance, safety insurance, miscellaneous costs, and also the language course fees as well as other costs for the duration of the exchange shall not be borne by the host institution.

2.5 Use of Facilities and Services

The host institution shall grant exchange students and trainees access to its facilities and services normally available to its own students.

ARTICLE 3: GENERAL

3.1 Validity

The Agreement shall enter into force after signature by both parties and shall, subject to clause 3.2, remain in force for a period of **three (3) years** subsequent to which it may be renewed on terms and conditions to be agreed upon.

3.2 Termination

This Agreement can be terminated by either party by giving six (6) month's written notice provided that the termination shall not affect any ongoing academic programmes till the end of the academic year for that programme.

3.3 Coordinator

Each institution agrees to appoint an overall Coordinator for the administration of the exchange programme. The coordinator shall serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place and for the general welfare of the exchange staff and students.

3.4 Implementation of the Exchange Programme

Details of each staff or student exchange shall be discussed and agreed upon in writing by both Parties and made a part of this Agreement by way of an attachment.

3.5 Ratification

This Agreement is subject to ratification by the regulatory authorities of the home and host universities and is to be constructed as subject to all the laws of the land in the home and host countries.

3.6 Obligation of the Exchange Student and the Exchange Staff

The exchange staff or exchange student shall observe the rules and regulations set forth by the host institution as well as the immigration laws, civil laws, criminal laws, and regulations of the host country. The exchange staff or exchange student shall have health insurance and liability insurance as designated by the host institution. Each institution reserves the right to expel any exchange staff or exchange student at any time for academic or personal misconduct in violation of the rules and regulations of its institution. Such expulsion shall first be discussed and agreed upon by both institutions. Upon completion of the exchange at the host institution, the exchange staff or exchange student shall return to the home country without any delay or fail. No extension of stay shall be permitted without the explicit authorization of both institutions.

3.7 Dispute Resolution

The parties agree that all disputes arising pursuant to this Agreement shall be resolved by way of negotiations and discussion and with a view to an amicable settlement and mutual benefit of both parties.

3.8 Intellectual Property Rights

- a) The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the parties and with other international agreements signed by both parties.
- b) This Agreement shall not be constructed as any transfer, assignment or infringement of any intellectual property rights between the two institutions.
- c) The use of the name, logo and/or official emblem of any of the parties on any publications, document and/or paper is prohibited without the prior written approval of the party.

- d) The intellectual property rights in respect of any development, any product and service development, or if the research results were obtained:
- (i) jointly by the parties or through the joint activity or effort of the parties, then these shall be jointly owned by the parties in accordance with terms to be mutually agreed upon; or
 - (ii) solely and separately by a party or through the sole and separate effort of the party, then these shall be solely owned by the party concerned.

3.9 Notices

Any notices required under this Agreement shall be written in English and delivered by a reputable courier service to the address and any other communication shall be sent by registered mail to the address or sent to the electronic mail address or facsimile number of either UiTM or CMU, 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 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 UiTM:

Contact Person : Professor Dato' Dr. Zainuddin Md Wazir
Director
Cardiothoracic Surgery Postgraduate Programme
Department of Cardiovascular and Thoracic Surgery
Faculty of Medicine
Universiti Teknologi MARA

Email Address : zainuddin498@uitm.edu.my

To MEDCMU:

Contact Person : Bhubait Sombunwit
International Relations Officer
Faculty of Medicine
Chiang Mai University

Email Address : frmedcmu@cmu.ac.th

IN WITNESS WHEREOF, the undersigned being duly authorised thereto, have signed this Agreement.

Signed by
for and on behalf of
UNIVERSITI TEKNOLOGI MARA



Prof. Datuk Dr. Hajah Roziah
Mohd Janor
Vice-Chancellor

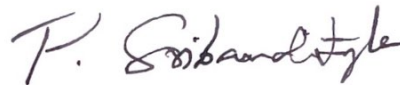
Date: 16/10

Witnessed by:



Assoc. Prof. Dr. Fazah
Akhtar Hanapiah
Dean
FACULTY OF MEDICINE (UiTM)

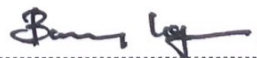
Signed by
for and on behalf of
CHIANG MAI UNIVERSITY



Prof. Pongruk Sribanditmongkol, M.D.
President

Date: 28/Nov 2023

Witnessed by:



Distinguished Prof. Bannakij Lojanapiwat, M.D.
Dean
FACULTY OF MEDICINE (CMU)