



MEMORANDUM OF UNDERSTANDING

between

Faculty of Social Sciences
KASETSART UNIVERSITY
The Kingdom of Thailand

And

School of Humanities and Communication
XIAMEN UNIVERSITY MALAYSIA
The Federation of Malaysia

The Faculty of Social Sciences, Kasetsart University located in Bangkok, Thailand (“KU”) and the School of Humanities and Communication, Xiamen University Malaysia located in Sepang, Selangor Darul Ehsan, Malaysia (“XMUM”), wish to promote cooperation in education and in academic research, and hereby agree as follows:

ARTICLE I OBJECTIVES

The objectives of this Memorandum of Understanding (“MOU”) is to develop international exchange programmes and establish collaborative research on social sciences and related fields of study between KU and XMUM (XMUM and KU shall collectively be referred to as the “**Institutions**” and where the context permits or requires, “**Institution**” shall mean any one of them).

ARTICLE II SCOPE OF ACTIVITIES

- a. This MOU permits the exchange of scholars, professional staff members, students, and academic information between the Institutions. By establishing of such exchanges, the instructional and research activities at both Institutions will be enhanced and greater mutual understanding between scholars and students of both Institutions facilitated.
- b. The Institutions agree to promote the following exchange activities based on their respective academic and educational needs:
 1. Exchange of scholars (professors, advanced graduate fellows, and/or researchers) and professional staff members for the purpose of education and research.

2. Exchange of students (graduates and undergraduates).
3. Exchange of information and academic materials.
4. Organization of joint research programmes including those for eventual publication in academic and professional journals.
5. Convene and participate in joint programmes, including conferences, workshops, research programmes, seminars, lectures, and student activities, as well as exchange of information on the aforementioned activities and mutual assistance to participate in them.
6. Other feasible and relevant educational activities to be engaged upon according to this MOU and in the spirit of developing education for mutual benefit to the Institutions, students and the public.
7. Supporting activities/services such as language training, orientations and preparatory courses are considered.
8. Other cooperative activities that may be mutually agreed upon.

ARTICLE III FUNDING

This MOU shall not bind either Institution with any financial commitment unless by way of an otherwise another negotiated document signed by the responsible person of each Institution or their respective authorized representatives.

ARTICLE IV IMPLEMENTATION

- a. The implementation of each exchange based on this MOU shall be separately negotiated and determined by both Institutions, and efforts shall be made by both sides to find financial and in-kind resources for implementing specific exchange programmes.
- b. Nothing in this MOU shall in any way diminish the full autonomy any Institution nor shall constraint each Institution the obligations to be imposed upon the other in implementing this MOU.

ARTICLE V SETTLEMENT OF DISPUTES AND JURISDICTION

Both Institutions shall attempt to resolve in good faith any dispute arising between them out of the operation of this MOU. This MOU shall be governed by, and construed in accordance with the laws of Malaysia and Thailand.

ARTICLE VI
AMENDMENTS, DURATION AND TERMINATION

This MOU shall last for five (5) years from the Signing Date and shall be reviewed and evaluated after this period. Either Institution may at any time terminate this MOU by serving a six (6) months' written notice to the other Institution. Under such termination circumstances, the programmes under way shall be allowed to be completed in accordance with the terms that both Institutions have been agreed upon.

ARTICLE VII
CONFIDENTIALITY AND DATA PROTECTION

- a. Both Institutions shall keep and procure that their employees keep strictly confidential any information and documents identified as confidential and disclosed by either Institution or obtained by either Institution which relates to either Institution's past, present and future research, development or activities which may include without limitation, all secret or confidential commercial, financial and technical information, know-how, trade secrets, inventions, computer software, student details, and any other information in any form or medium, whether disclosed orally or in writing, together with all reproductions in any form or medium, and any part(s) of it ("**Confidential Information**") received or obtained as a result of entering into or performing this MOU, and shall use such Confidential Information only for the purposes of this MOU.
- b. Either Institution may disclose information which would otherwise be Confidential Information if and to the extent:
 - (a) required by law or by any relevant regulatory body;
 - (b) disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that Institution;
 - (c) the information has come into the public domain through no fault of that Institution; or
 - (d) the other Institution has given prior written approval of the disclosure.

ARTICLE VIII
GENERAL PROVISIONS

- a. Any variation to this MOU will not be valid unless made in writing and signed by both Institutions.
- b. Any notice given in connection with this MOU must be in writing and delivered personally or by first class pre-paid recorded delivery (or equivalent) to the address given in this MOU, or to another address notified by either Institution for the purposes of serving notices. A notice will

be deemed to have been served when left at the service address, if delivered personally, or seven days after posting if sent by first class pre-paid recorded delivery.

- c. The provisions of this MOU are severable and distinct from one another, and if at any time any provision is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.
- d. For the avoidance of doubt, nothing in this MOU shall confer on any third party any benefit or the right to enforce any provision of this MOU.
- e. Nothing in this MOU shall create or be deemed to create a partnership, joint venture or relationship of principal and agent between the Institutions.
- f. The Institutions shall not assign, transfer or sub-contract any of their rights and responsibilities under this MOU.
- g. Each Institution shall bear its own costs and expenses incurred in the preparation, execution and implementation of this MOU.
- h. Time wherever mentioned shall be of the essence.
- i. This MOU is signed in two (2) copies in English.

This MOU is to become effective when both representatives of each institution have signed below, respectively.

Faculty of Social Sciences,

KASETSART UNIVERSITY




Name: Asst. Prof. Wg. Cdr. Dr. Ngamlamai Piolueang
Title: Dean of Faculty of Social Sciences

Date: 10 July 2023

School of Humanities and Communication,

XIAMEN UNIVERSITY MALAYSIA




Name: Assoc. Prof. Dr. Wang Changsong
Title: Head of Department in Journalism
and Advertising

Date: 10 July 2023