



**MEMORANDUM OF UNDERSTANDING**  
Between  
**Walailak University, Nakhon Si Thammarat, Thailand**  
And  
**University of Information Science and Technology "St. Paul the Apostle",**  
**Ohrid, Macedonia**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter: Memorandum) is made by and between Walailak University, Nakhon Si Thammarat, Thailand (hereinafter: WU), and University of Information Science and Technology "St. Paul the Apostle", Ohrid, Macedonia (hereinafter: UIST). Both WU and UIST shall also be referred to as the Parties or the Institutions.

**RECITALS**

WHEREAS, Walailak University and University of Information Science and Technology "St. Paul the Apostle" recognize the benefits to be gained through further collaborative programs that promote sustainable academic activities and international education, and

WHEREAS, this Memorandum is intended to stimulate and facilitate the intellectual life and cultural development of both institutions, and

WHEREAS, it is the objective that internationalization is a strategic priority and both institutions shall take steps to ensure that students and faculty are well prepared for the challenges and opportunities of an increasingly interconnected world, which shall include faculty exchange and mobility, student exchange and mobility, collaborative research, teaching and engagement and other mutually agreed upon educational programs.

NOW THEREFORE, in contemplation of the mutually beneficial relationship to be established, and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby accepted, the Parties agree as follows:

**PURPOSE**

This Memorandum has been composed with the main objective of encouraging the collaboration, research and educational approaches of the Institutions, within the framework of their reciprocal interests and the relations between faculty members, administrative staff, researchers and students of both Institutions, developing existing relations, enabling the joint use of research work results and transferring the experiences of the Institutions in educational approaches and in joint scientific organizations, after approval by their responsible authorities.

## **SCOPE OF COLLABORATION**

The Institutions with this Memorandum shall set out the framework of collaboration initiatives on matters of mutual interest, through a broad range of strategies, which in the initial stages of this collaboration shall include:

Faculty, administrative staff, researcher visits and exchange;

Student exchange;

Joint projects on research, development and education;

Scientific conferences, symposiums, seminars, workshops and other scientific events;

Professional courses and training;

Exchange of publications and other materials of common interests;

Other areas of collaboration that the Institutions may define together.

## **COORDINATION AND IMPLEMENTATION**

The Institutions commit themselves transparently to perform the activities and to discuss any issues related to achieving the objective underlying this Memorandum.

The details and specifics for each of the aforementioned collaboration initiatives shall be established through additional agreements between individual schools/research centers from each of the Institutions. These agreements shall also take into consideration the financial framework and implications of the specific collaboration and other details that might be considered important by the Institutions.

To facilitate coordination and implementation of activities performed under this Memorandum, a Collaboration Coordination Committee (CCC) shall be formed.

The CCC shall be composed of faculty members and administrative staff from both Institutions with one Chair, one Liaison Officer and one member from each Institution. It is the CCC's responsibility to carry out collaboration-related duties and to report to the Vice-Presidents of both Institutions.

## **INTELLECTUAL PROPERTY**

The Institutions agree that all the publication, exploitation and protection of the subjects and results of research shall be carried out by both Institutions, according to the specific procedures of each country. The publication of any joint research shall be performed with the consent of involved researchers from both Institutions. The financial aspects of research and travel shall be agreed upon by both Institutions.

No Institution shall use the trademarks, trade name, logos, trade dress, or other commercial property of the other Institution without its express written approval.

## **DISPUTES**

The Institutions shall use all reasonable efforts to settle amicably, through direct negotiations between them, any dispute, difference, controversy or claim arising under, out of or relating to this Memorandum and any subsequent amendments of this Memorandum, including but not limited to its

formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

#### CONFIDENTIALITY

Where relevant confidential information is required to be exchanged between the Institutions, such information shall be treated in the strictest confidence and shall not be disclosed to any third party other than as required by a relevant regulatory body or law.

This section survives the expiration or other termination of this Memorandum for any reason whatsoever.

#### DURATION AND TERMINATION

This Memorandum shall enter into effect as soon as both Institutions sign it and it shall be valid for a period of 5 years. The period of validity can be extended upon mutual written agreement of the Institutions.

Either Institution may terminate this Memorandum by giving six-month prior written notice to the other. Activities in progress at the time of termination of this Memorandum, shall be permitted to conclude as planned unless otherwise agreed.

#### AMENDMENTS

Any additions or changes to the present Memorandum must be mutually agreed upon in writing by both Institutions.

Noting in this Memorandum shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting either of the Institutions.

#### FINAL PROVISIONS

The undersigned agree with the content of this Memorandum and agree to adhere consistently to its content.

#### Signatures of representatives from both Participating Institutions:

University of Information Science and  
Technology "St. Paul the Apostle" Ohrid,  
Macedonia

Prof. Dr. Ninoslav Marina  
Rector

Signature

Date: 23.01.2019



Walailak University, Nakhon Si Thammarat,  
Thailand

Prof. Dr. Sombat Thamrong Thanyawong  
President

Signature

Date:

