

**Students and Staff Exchange Agreement**

**Between**

**Universiti Teknologi MARA (UiTM), Penang Branch, Malaysia**

**And**

**King Mongkut's Institute of Technology Ladkrabang (KMITL), Bangkok, Thailand**

This Memorandum of Agreement is executed

**BETWEEN**

**UNIVERSITI TEKNOLOGI MARA** (hereinafter referred to as “UiTM”), an institution of higher learning established under the Universiti Teknologi MARA Act 1976 whose address is at Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia and for the purpose of this agreement represented by Universiti Teknologi MARA, Penang Branch and shall include its lawful representatives and permitted assigns;

**AND**

**KING MONGKUT’S INSTITUTE OF TECHNOLOGY LADKRABANG** (hereinafter referred to as “KMITL”), an institution of higher learning whose address is at 1 Soi Chalongkrung 1, Ladkrabang, Bangkok, 10520 Thailand shall include its lawful representatives and permitted assigns.

“UiTM” and “KMITL” may be referred to singularly as “Party” or Collectively as “the Parties”

**PURPOSE:**

The purpose of this Memorandum of Agreement (hereinafter referred to as “the Agreement”) is to establish cooperative academic relationships between the following two institutions, namely, KMITL and UiTM, in particular with (PENANG BRANCH/ FACULTY OF CIVIL ENGINEERING, FACULTY OF ELECTRICAL ENGINEERING, FACULTY OF MECHANICAL ENGINEERING AND FACULTY OF CHEMICAL ENGINEERING). Both institutions or parties agree to undertake good faith efforts and discussion with the goal of strengthening and promoting academic and scholarly cooperative projects that are of mutual interest to faculty, staff, and students of each institution particularly through staff and student exchange. This Agreement shall also relate to future collaborative research between UiTM and KMITL.

**Article 1. Definition:**

“Home Institution” means the institution where the student originally enrolled.

“Host Institution” means the institution which has agreed to receive students from the Home Institution.

“Exchange Student” means a student for whom reciprocal obligations exist for the Home Institution to accept for enrollment of such student as non-degree seeking student from the Host Institution.

“Exchange Staff” means faculty members such as professors, lecturers, researchers, technical staff, and administrative officers belonging to the Home Institution.

## Article 2. Student Exchange:

### 2-1. Duration of Exchanges:

The period of stay of each Exchange Student at the Host Institution shall not exceed one (1) academic year.

### 2-2. Number of Exchange Students:

The number of Exchange Students shall not exceed five (5) students per institution per academic year. Both parties shall make reasonable effort to keep the numbers sent from each institution to be reciprocal and equal. Two (2) Exchange Students enrolling for one (1) semester or less shall be deemed equivalent to one (1) Exchange Student enrolling for one (1) academic year. However, the Host Institution may exercise its discretion in considering the appropriate timing for admission of Exchange Students to its courses or research works.

### 2-3. Selection of Exchange Students at the Home Institution:

The Home Institution shall be responsible for selecting candidates for Exchange Students. Exchange Students shall be full-time students at the Home Institution.

### 2-4. Admission Procedures:

The Home Institution shall send a list of the Exchange Students 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.

### 2-5. Tuition fees:

Exchange Students shall pay normal tuition and other fees to the Home Institution in accordance with the rules and regulations of the Home Institution. Each Host Institution shall waive examination, matriculation, and tuition fees for Exchange Students, except for special courses including intensive language courses and summer / spring programs.

### 2-6. Use of Facilities and Services:

The Host Institution shall grant Exchange Students access to its facilities and services normally available to its own students.

2-7. Financial Responsibility of Exchange Student:

Exchange Students or the Home Institution shall be responsible for room, board, books, travelling, health insurance and liability insurance, medical treatment, passports, visas, and other personal living expenses unless otherwise funded by specific programs.

2-8. Transfer of Credits:

It shall be the sole responsibility of the home institution to recognize how many transfer credit units the Exchange Student may receive for the courses or research works taken at the Host Institution. Upon request from the Home Institution, the Host Institution shall send necessary documents including an official academic transcript or an official certificate of the Exchange Student for the Home Institution to transfer the credits.

Article 3. Staff Exchange:

3-1. Duration of Staff Exchange:

Each Party shall consult on a regular basis, the possibility of Staff Exchange in areas of education, research or administration. The period of exchange shall be discussed and agreed by both Parties.

3-2. Selection of Exchange Staff:

Each Party shall ensure that the selected staff meets the appropriate work requirements as determined and agreed upon by both institutions. It is also agreed that the intended exchange must be made known to the Host Institution at least three (3) months in advance with required documents.

3-3. Salaries and Expenses:

Exchange Staff or the Home Institution shall be responsible for room, board, travelling, health insurance and liability insurance, medical treatment, passports, visas, and other personal living expenses unless otherwise funded by specific programs or supported with the authorization under the rules and regulations of the Host Institution. Salaries shall be responsible of the Home Institution.

3-4. Numbers of Staff Exchange:

Both institutions shall make reasonable effort to keep the numbers of Exchange Staff from each institution to be reciprocal and equal.

3-5. Access to Special Facilities and Area:

Exchange Staff shall have no right, unless advance understanding and permission are made in writing

between both institutions to access to special facilities and area including laboratories and equipment designated as special facilities and area at the Host Institution.

#### Article 4. General:

##### 4-1. Assistance with Visa Applications and Accommodations:

The Host Institution shall provide Exchange Students or Exchange Staff with the necessary information of visas and relevant documents and all other assistance for visa applications whereas it shall be the sole responsibility of the Exchange Student or the Exchange Staff to complete the procedures.

The Host Institution shall make every reasonable effort to assist Exchange Students or Exchange Staff from the home institution in finding adequate accommodations on / near its campuses. Should such accommodations not be available, the host institution shall assist the students or the staff in finding suitable alternative accommodations.

##### 4-2. Obligation of the Exchange Student and the Exchange Staff

Exchange Students or Exchange Staff shall observe the rules and regulations set forth by the host institution as well as the immigration laws, civil laws, criminal laws, and the regulations of the host country. Exchange Students or Exchange Staff shall have health insurance and liability insurance as designated by the host institution. Each institution reserves the right to expel any Exchange Student or Exchange Staff 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 Parties. Upon completion of the exchange at the host institution, the Exchange Student or the Exchange Staff shall return to the home country without any delay or fail. No extension of stay shall be permitted without explicit authorization of both Parties.

##### 4-3. Data Protection:

Both institutions shall collect, process, use, disclose and otherwise manage personal information only for the purposes of fulfilling their obligations under this Agreement. Both Parties shall ensure that personal information is not used to any other purposes than that for which it is collected.

##### 4-4. 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 technological development, and any product and service development, were obtained –
  - (i) jointly by the Parties or if the research results were obtained 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 if the research results were obtained through the sole and separate effort of the Party, then these shall be solely owned by the Party concerned.

#### 4-5. Dispute Resolution:

Should any doubt or dispute arise from the interpretation or implementation of this agreement, the Parties will strive to achieve a solution by mutual consent. Any difference or dispute between the Parties concerning the interpretation or implementation of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiations between the parties, without reference to any third Party or national or international tribunal.

#### 4-6. Force Majeure:

Neither Party shall be liable for any failure or delay to perform its part of this Agreement when such failure or delay are due to Act of God, war, armed conflict, civil disturbance, riots, legal restrictions, insurrections, strikes, natural disasters, pandemic disease or any cause beyond the control of the institutions; provided that a written notice of the commencement and cessation of the circumstances excusing performance shall be as quickly as possible.

#### 4-7. Term and Renewal:

This Agreement shall be effective upon the authorized signatures of the both institutions and thereafter for 5 (five) years. The possibility and the terms of a renewal of this Agreement shall be discussed by the representatives of two institutions no less than six (6) months prior to the expiry date of the effective Agreement.

#### 4-8. Revision and Termination:

This Agreement may be revised at any time by mutual agreement in writing by both institutions, and may be terminated at any time in writing or by a six (6) month-notice in writing by either institution to the other.

Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.

#### 4-9. Validity of the Exchange:

Notwithstanding the expiration of the term hereof or early termination of this Agreement as provided herein, both Parties shall continue to perform their respective responsibilities specified in this Agreement until such Exchange Students/staff complete their exchange period.

#### 4-10. Suspension:

All Parties reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channel.

#### 4-11. Controlling Language:

This Agreement is made and duplicated in English and each institution shall retain one (1) original signed copy. Any translation in any other language shall be for reference only and shall not be binding. This Agreement will be effective upon signatures of both Parties.

### 5. Notices

Any communication under this Memorandum of Agreement shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of Universiti Teknologi MARA Penang Branch or the King Mongkut's Institute of Technology Ladkrabang, Bangkok, 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 other Party 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 Universiti Teknologi MARA Penang Branch :

Address : Universiti Teknologi MARA Penang Branch,  
13500 Permatang Pauh, Pulau Pinang, Malaysia

Attention : Pilots of the cooperation program:

Associate Professor Ir. Dr. Yee Hooi Min (Chairperson)

Associate Professor Ir. Dr. Ahmad Rashidy Razali

Norrina binti Din

Dr. Tey Li Sian

Dr. Kuan Woei Keong

Tel. : +604-3822810/2625/3677/2526/2527

Fax : +604-3822812

e-mail:ahmad073@ppinang.uitm.edu.my;minyh@ppinang.uitm.edu.my;norrina.din@uitmppinang.edu.my

;lstey@ppinang.uitm.edu.my; wkkuan@ppinang.uitm.edu.my

To King Mongkut's Institute of Technology Ladkrabang, Bangkok:

Address : King Mongkut's Institute of Technology Ladkrabang,

Bangkok, Thailand

1 Soi Chalongkrung 1, Ladkrabang, Bangkok

10520 Thailand

Attention : Vice President for International Affairs

Tel. : +66-2-329-8140

Fax : +66-2-329-8140

e-mail : [inter@kmitl.ac.th](mailto:inter@kmitl.ac.th)



IN WITNESS WHEREOF, the institutions hereto have caused this Agreement to be executed by their duly authorized representative as of the date signed below.

Signed by

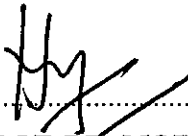
for and on behalf of

**UNIVERSITI TEKNOLOGI MARA  
PENANG BRANCH, PULAU PINANG,  
MALAYSIA**

Signed by

for and on behalf of

**KING MONGKUT'S INSTITUTE OF  
TECHNOLOGY LADKRABANG,  
BANGKOK, THAILAND**



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**ASSOC. PROF. DR. MOHD HISBANY  
MOHD HASHIM**

Rector

PROF. MADYA DR. MOHD. HISBANY MOHD, HASHIM  
REKTOR  
UNIVERSITI TEKNOLOGI MARA  
CAWANGAN PULAU PINANG  
KAMPUS PERMATANG PAUH  
13500 PERMATANG PAUH  
PULAU PINANG

Date: 07 MAY 2018



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**PROF. DR. SUCHATVEE  
SUWANSAWAT**

President

Date: 28 MAY 2018

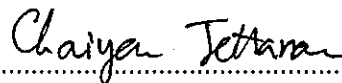
Witnessed by :



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**ASSOC. PROF. IR. DR. YEE HOOI MIN**  
Associate Professor  
Faculty of Civil Engineering

PROF. MADYA IR. DR. YEE HOOI MIN  
Fakulti Kejuruteraan Awam  
Universiti Teknologi MARA Pulau Pinang  
Kampus Permatang Pauh

Witnessed by :



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**ASST. PROF. DR. CHAIYAN  
JETTANASEN**  
Vice President for International Affairs