



UUM
Universiti Utara Malaysia



MEMORANDUM OF UNDERSTANDING

BETWEEN

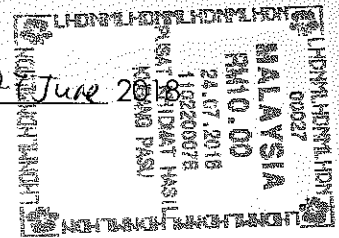
UNIVERSITI UTARA MALAYSIA

AND

KHON KAEN UNIVERSITY

DATE: 27 JUNE 2018

This Memorandum of Understanding (MoU) is made on this day 2 June 2018



BETWEEN

UNIVERSITI UTARA MALAYSIA, an institution of higher learning and a body incorporated in Malaysia under the Universiti Utara Malaysia (Incorporation) Order 1984 and the Universities and University Colleges Act 1971, whose address is at Universiti Utara Malaysia, 06010 UUM Sintok, Kedah Darul Aman, Malaysia (hereinafter referred to as "**UUM**") and shall include its lawful representatives and permitted assigns of the first part;

AND

KHON KAEN UNIVERSITY, a higher education in the northeast region of Thailand established by the H.M. the King who signed a Royal Decree and officially published it in the Royal Gazette in 1966, whose address is at 123 Mittraparb Rd, Khon Kaen, Thailand (hereinafter referred to as "**KKU**") and shall include its lawful representatives and permitted assigns of the second part.

(**UUM** and **KKU** hereinafter referred to singularly as "the Party" and collectively as "the Parties")

WHEREAS

- A. **UUM** is an established University which strives to enhance and strengthen its research, consultancy and publication has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.
- B. **KKU** is an established University which is committed to academic excellence and international collaboration in order to promote knowledge and technology exchanges. **KKU** has formalized its activities, collaborations and exchange programs through the signing of Memorandum of Understanding with other institutions worldwide.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

1. OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each party's country, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

2. AREAS OF CO-OPERATION

2.1 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, endeavour to take the necessary steps to encourage and promote co-operation in the following areas:

- a) Student mobility;
- b) Exchange of staff;
- c) Appointment of visiting scholar;
- d) Joint research;
- e) Joint publications; and
- f) any other areas of co-operation to be mutually agreed upon by the Parties from time to time.

2.2 For the purpose of implementing the co-operation in respect of any area in sub-clause 2.1, the Parties may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

3. FINANCIAL ARRANGEMENTS

3.1 This MoU will not give rise to any financial obligation by one Party to the other.

3.2 Each party will bear its own cost and expenses in the implementation of this MoU.

4. CONFIDENTIALITY

- 4.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Parties during the period of implementation of this MoU or other agreements made pursuant to this MoU.
- 4.2 For purposes of this MoU, "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Parties (the Receiving Party) of this MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
- 4.3 All Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

5. EFFECT OF MOU

This MoU serves only as a record of the Parties' intentions and does not constitute, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

6. NO AGENCY

Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

7. ENTRY INTO EFFECT AND DURATION

- 7.1 This MoU will come into effect on the date of signing and will remain in effect for a period of two (2) years.
- 7.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.

8. REVISION, VARIATION AND AMENDMENT

- 8.1 Any Party may request in writing a revision, variation or amendment of this MoU.
- 8.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 8.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 8.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

9. SUPERVENING EVENTS

- 9.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.
- 9.2 Notwithstanding sub-clause 9.1, should any other event occur which hinders or restricts the implementation of this MoU, the parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

10. SETTLEMENT OF DISPUTES

Any difference or disputes between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party or international tribunal.

11. COMPETENT AUTHORITIES

The authorities responsible for the fulfillment of this MoU are the Vice Chancellor of **UUM** and the President of **KKU**.

12. NOTICES

12.1 Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail or facsimile number of **UUM** or **KKU**, as the case may be, shown below or to other such 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 : **UNIVERSITI UTARA MALAYSIA**
Address : 06010 UUM Sintok, Kedah Darul Aman,
Malaysia
Attn. To : Vice Chancellor
Tel. No. : +604-9283001
Fax No. : +604-9283005
E-mail : vc@uum.edu.my

To : **KHON KAEN UNIVERSITY**
Address : 123 Mittrparb Rd., Khon Kaen, Thailand
Attn. To : President
Tel. No. : +66 4320-2401
Fax No. : +66 4320-2402
E-mail : president@kku.ac.th

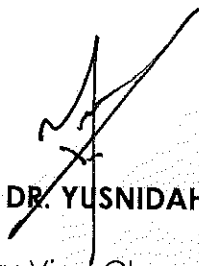
12.2 It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days.

The foregoing record represents the understandings reached between the Parties upon the matters referred to therein.

IN WITNESS WHEREOF this MoU has been duly signed in duplicate at kuant on this 27 day of June in the year 2018 in four (4) original texts in the English language, all texts being equally authentic.

Signed for and on behalf of
UNIVERSITI UTARA MALAYSIA

Signed for and on behalf of
KHON KAEN UNIVERSITY



PROF. DR. YUSNIDAH IBRAHIM
Deputy Vice Chancellor
(Academic and International)



**ASSOC. PROF. DR. KITTICHAJ
TRIRATANASIRICHAJ**
President

In the presence of

In the presence of



DR. KHAIROL ANUAR ISHAK
Deputy Dean
School of Business Management



**ASSOC. PROF. DR. PENSRI
JAROENWANIT**
Dean
Faculty of Business Administration
and Accountancy



UUM

Universiti Utara Malaysia



RESEARCH COLLABORATION AGREEMENT

BETWEEN

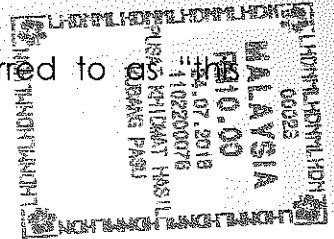
UNIVERSITI UTARA MALAYSIA

AND

KHON KAEN UNIVERSITY

DATE: 27 JUNE 2018

This **RESEARCH COLLABORATION AGREEMENT** (hereinafter referred to as "Agreement") is made on the 27 day of June 2018



BETWEEN

UNIVERSITI UTARA MALAYSIA, an institution of higher learning and a body incorporated in Malaysia under the Universiti Utara Malaysia (Incorporation) Order 1984 and the Universities and University Colleges Act 1971, whose address is at Universiti Utara Malaysia, 06010 UUM Sintok, Kedah Darul Aman, Malaysia (hereinafter referred to as "**UUM**") and shall include its lawful representatives and permitted assigns of the first part;

AND

KHON KAEN UNIVERSITY, a higher education in the northeast region of Thailand established by the H.M. the King who signed a Royal Decree and officially published it in the Royal Gazette in 1966, whose address is at 123 Mittraparb Rd, Khon Kaen, Thailand (hereinafter referred to as "**KKU**") and shall include its lawful representatives and permitted assigns of the second part.

(**UUM** and **KKU** hereinafter referred to singularly as the "the Party" and collectively as "the Parties")

WHEREAS

- A. **UUM** is an established university which strives to enhance and strengthen its research, consultancy and publication that has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.
- B. **KKU** is an established University which is committed to academic excellence and international collaboration in order to promote knowledge and technology exchanges. **KKU** has formalized its activities, collaborations and exchange programs through the signing of Memorandum of Understanding with other institutions worldwide.
- C. The Parties are desirous of formalising this collaboration by entering into this Agreement subject to terms and conditions as stipulated herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, unless the context otherwise requires:-

"Intellectual Property" means

- a) Inventions; manner, method or process of manufacture; method or principle of construction; or design; plan, drawing or design; or scientific, technical or engineering information or document;
- b) Improvement, modification or development of any of the foregoing;
- c) Patent, application for a patent, right to apply for a patent or similar rights for or in respect of any Intellectual Property referred to in paragraph (a) or (b);
- d) Trade secret, know-how, confidential information or right of secrecy or confidentiality in respect of any information or document or other intellectual Property referred to in paragraph (a) or (b);
- e) Copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in paragraph (a) or (b);
- f) Registered and unregistered trademark, registered design, application for registration of a design, right to apply for registration of a design or similar rights for or in respect of any work referred to in paragraph (a) or (b);
- g) Any Intellectual Property in addition to the above which falls within the definition of Intellectual Property rights contained in Article 2 of the World Intellectual Property Organisation Convention of July 1967; and
- h) Any other rights arising from intellectual activities in the scientific, literary or artistic fields,

whether vested before or after the date of this Agreement and whether existing in Malaysia, Thailand or otherwise and for the duration of the rights.

- 1.2 Monetary references are in Ringgit Malaysia.
- 1.3 Any word (including a word defined or given a special meaning) denoting the singular shall include the plural and vice versa.
- 1.4 Any word denoting one gender only shall include each other gender.
- 1.5 A reference to a person shall include a corporation as well as a natural person.
- 1.6 A reference to a Schedule is a reference to a Schedule to this Agreement.

2.0 COMMENCEMENT AND TERM

This Agreement shall become effective on the date of this Agreement and shall be in force for the duration of twelve (12) months thereafter unless subsequent time extensions, supplement, continuation, or renewal is mutually agreed upon in writing between the two parties.

3.0 SCOPE OF AGREEMENT

- 3.1 The Parties undertake the research and collaboration project as described in **Schedule A**.
- 3.2 For the purpose of this project, **UUM** and **KKU** are represented by a group of researchers as mentioned in **Schedule B**.
- 3.3 The Secretariat for **UUM** under this Agreement is represented by Research and Innovation Management Centre and the Secretariat for **KKU** is represented by the Faculty of Business Administration and Accountancy.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 In consideration of and subject to the terms of this Agreement and all applicable laws, the Parties shall carry out their respective responsibilities in accordance with the provisions of this Agreement and within the scope of responsibilities as set out below:

a) **UUM** Responsibilities:

- i. To conduct the Project in Malaysia.
- ii. To provide funds of Ten Thousand Ringgit (RM10,000.00) only to **Faculty of Business Administration and Accountancy, KKU** as a matching grant.

b) **Faculty of Business Administration and Accountancy, KKU** Responsibilities:

- i. To conduct the Project in Thailand.
- ii. To provide funds of Ten Thousand Ringgit (RM10,000.00) only to **UUM** as a matching grant.

c) The Parties Joint Responsibilities:

- i. To support the activities undertaken for the purpose of completing the Project.
- ii. To communicate on the need basis.
- iii. To respond promptly to any queries from time to time in respect of the Project and any other matters in relation thereto.
- iv. To provide all the available and necessary information for the Project.

5.0 INTELLECTUAL PROPERTY

5.1 Upon being informed by any of their researchers of any inventions first actually reduced to practice in the performance of the Collaboration, the Parties shall promptly disclose to the other Party and shall hold such disclosure on a confidential basis and will not disclose the information to any third party without the written consent of the other Party.

- 5.2 All rights, titles and interests including any Intellectual Property rights which are made, created, developed, written or conceived pursuant to the Collaboration (hereinafter referred to as "the NEW IPR") shall be jointly owned by the Parties of which the proportion of ownership shall be based on the actual contribution of the respective Parties to the Project. The Parties agree that upon the successful completion of the Project and the Project as set out in sub-clause 3.2 above, the authorization of the NEW IPR shall be undertaken and that the Parties acknowledge and agree that separate contractual document(s) shall be entered into between the Parties in relation to the authorization.
- 5.3 All rights, titles and interests including any Intellectual Property rights originating from either Party and used to produce any product which forms the NEW IPR, shall continue to belong to that Party; and the other Party shall not have any claim on them.
- 5.4 The Parties shall retain the right to use the results of the Project for research and educational purposes subject to confidentiality and publication provisions of this Agreement.

6.0 PROGRESS REPORTS

- 6.1 The Parties shall furnish the other Party with written reports as to the progress of works carried out for the Project from time to time.
- 6.2 The Party shall respond promptly to any queries from the other Party from time to time in respect of the progress of the works in relation to the Project and any other matters in relation thereto by such means as are agreed from time to time by the Parties hereto.

7.0 CONFIDENTIALITY

The Parties including its officers, agents and authorized representatives shall not disclose, use or communicate to persons any information which is confidential to the other Party and not otherwise publicly available nor known by the recipient at the time of disclosure.

8.0 RIGHT TO PUBLISH

- 8.1 The data and information accruing from the Project, which are of academic importance for the enrichment of knowledge, may be published by the Parties in accordance with the Parties' policy. The Party shall provide a copy of any such proposed publication and the other Party may have at least twenty-one (21) days or such mutual extended period to be agreed upon by the Parties from the date of the other Party being provided with the copy of such proposed publication, for review of data and information deemed confidential as defined in clause 7 above relating to confidentiality or patentable items (hereinafter referred to as the "Review Period").
- 8.2 If deemed reasonably necessary by the Parties to protect such interests, any contemplated publication containing details of an invention, etc. shall be withheld until a patent application is filed or other appropriate steps to protect commercial value have been completed. However, in no event shall any delay of publication exceed twelve (12) months from the date the proposed publication is submitted to the other Party. All publications shall not include the Parties' confidential information as defined in the Confidentiality clause as reasonably determined and communicated to a Party within the Review Period.

9.0 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties hereto or as constituting any party as an agent or representative of the other Party for any purpose or in any manner whatsoever.

10.0 TERMINATION

- 10.1 If the Parties as the case may be commit any of the conditions stated below, then, the aggrieved Party shall be entitled to terminate this Agreement by serving a notice to that effect:
- a) Either Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts; or
 - b) Either Party enters any arrangement or composition with its creditors generally, or a receiver or manager is appointed; or

- c) Either Party goes into liquidation or passed a resolution to go into liquidation, otherwise than for the purpose of reconstruction; or
- d) Either Party fails to comply with any of the obligations under this Agreement.

10.2 The notice to terminate in the case of paragraphs (a) to (c) shall not be less than twenty one (21) days, save for in the case of sub-clause (d), whereby the notice to terminate shall take effect only after either party first giving twenty one (21) days' notice in writing to the other party to remedy a default, and where such default is not remedied in that period, upon giving not less than further twenty one (21) days' notice of termination.

10.3 Upon termination of this Agreement, the Parties shall have no obligation to each other except for payments still outstanding and payable by the Parties, for activities already undertaken prior to the date of such termination.

11.0 FORCE MAJEURE

The Parties shall not be held liable for delays or failures to perform that result from events or circumstances beyond the reasonable control of either Party and in particular, any failure by either to carry out its obligations as set out in clause 4 above.

12.0 PUBLIC STATEMENT

The Parties agree that no public statement shall be made on the Project, or in relation to any products, processes or inventions developed as a result of the Project unless approved first by the Parties.

13.0 ASSIGNMENT

This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other.

14.0 WAIVER

- 14.1 The waiver by a Party in respect of any breach of a term of this Agreement by the other party shall not be deemed to be a waiver in respect of any other term or of any subsequent breach of that term.
- 14.2 The failure of a Party to enforce at any time any term of this Agreement shall in no way be interpreted as a waiver of such term.

15.0 APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and Thailand.

16.0 NOTICES

- 16.1 Any notice required to be given pursuant to this Agreement shall be in writing and may be delivered or posted by ordinary mail, postage prepaid, to the address as first set out in this Agreement.
- 16.2 The addresses referred to in the preceding sub-clause may, from time to time, be changed by written notice.
- 16.3 Any notice given under this clause by post shall be deemed to have duly served at the expiration of seven (7) clear days (*i.e.* excluding weekends or public holidays) after the time of such posting and production of any official post office receipt showing the time and date of posting shall be conclusive evidence of the time and date of posting.

17.0 ENTIRE AGREEMENT

The terms of the Agreement between the Parties are those set out in this Agreement and the Schedules and no written or oral agreement or understanding made or entered into prior to the date of this Agreement shall in any way be read or incorporated into this Agreement.

18.0 SUCCESSORS-IN-TITLE

This Agreement shall be binding on the respective heirs, personal representatives, receivers, successors-in-title and assigns of the Parties hereto.

19.0 AMENDMENT OR MODIFICATION

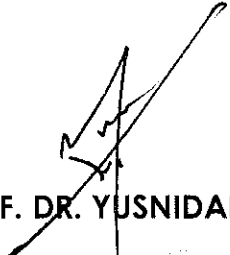
Any provision of this Agreement may be amended or modified by mutual consent between the Parties and such amendment/modification shall be in writing and signed by the duly authorized representative of the Parties.

The rest of this page is intentionally left blank

IN WITNESS WHEREOF the Parties hereto have caused this Agreement on the day and year first above written.

Signed for and on behalf of
UNIVERSITI UTARA MALAYSIA

Signed for and on behalf of
KHON KAEN UNIVERSITY




PROF. DR. YUSNIDAH IBRAHIM
Deputy Vice Chancellor
(Academic and International)




ASSOC. PROF. DR. KITTICHAIRIRATANASIRICHAI
President

In the presence of

In the presence of



DR. KHAIROL ANUAR ISHAK
Deputy Dean
School of Business Management



ASSOC. PROF. DR. PENSRI JAROENWANIT
Dean
Faculty of Business Administration and Accountancy

THE RESEARCH AND COLLABORATION PROJECT
(shall be formed as part and parcel of the Agreement)

Project Details

NO.	ITEM	DESCRIPTION
1.	Project Description	This study attempts to examine how marketing strategies and personal factors affect intention to purchase of halal product in Malaysia and Thailand. For the purpose of the study, both Muslim and non-Muslim consumers' will be examined to determine how do they perceived halal product in both countries.
2.	Project Objectives	The objectives of the research are: i. to examine the influence of marketing strategies (halal logo & certification, ingredients, branding, value pricing, fair pricing, product accessibility, product merchandising, message strategy and media strategy) on intention to purchase halal product. ii. to investigate the influence of personal factors (halal awareness and religious belief) on intention to purchase halal product.

Schedule B

GROUP OF RESEARCHERS

(shall be formed as part and parcel of the Agreement)

UUM RESEARCHERS

NO.	RESEARCHERS	POSITION
1.	Assoc. Prof. Dr. Hasnizam Shaari (Leader)	Leader/Associate Professor
2.	Dr. Norzieiriani Ahmad	Member/Senior Lecturer
3.	Assoc. Prof. Dr. Salniza Md Salleh	Member/Associate Professor
4.	Prof. Dr. Rushami Zien Yusoff	Member/Professor
5.	Prof. Dr. Sany Sanuri Mohd Mokhtar	Member/Professor

KKU RESEARCHERS

NO.	RESEARCHERS	POSITION
1.	Dr. Anon Khamwon (Leader)	Leader/Associate Dean
2.	Assoc. Prof. Dr. Nitipon Putachote	Associate Professor
3.	Dr. Kumpanart Siriyota	Lecturer