



MEGA JATI CONSULT SDN BHD
Mechanical & Electrical Consultant



MEMORANDUM OF UNDERSTANDING

BETWEEN

MEGA JATI CONSULT SDN BHD

AND

**PRINCESS OF NARADHIWAS
UNIVERSITY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as **"MoU"**) is made this 25 day of November, 2021.

BETWEEN

MEGA JATI CONSULT SDN BHD is one of the leading Mechanical & Electrical Consultancy firm in Malaysia. It was established during 1997-1998 with its headquarter at Jalan Marikh U5/174, CB Seksyen U5, 40150 Shah Alam, Selangor, Kuala Lumpur, Malaysia (hereinafter referred to as **"MJCSB"**), of the one part.

AND

PRINCESS OF NARADHIWAS UNIVERSITY, a public Institution of Higher Education with the registered address at 99 Moo 8 Khokhian Sub-district, Muang district , Narathiwat province , Thailand (hereinafter referred to as **"PNU"**) of the one part;

MJCSB and PNU, shall hereinafter referred to collectively as **"Parties"** and individually as a **"Party"**)

WHEREAS:-

- A. PNU is a public Institution of Higher Education with research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members to undertake the creation, development, dissemination and application of knowledge that can contribute towards achieving the Thai Government's goal of nation building.
- B. MJCSB is one of the leading Mechanical and Electrical Consultancy firm in with 2 local branches and over 70 work force, which underlook consultancy works in various industries from Building services to Transportation (Road, Railway, Airport and Seaports), Renewable Energy Plants, even Oil and Gas industries locally and abroad.

- C. Following discussions between MJCSB and PNU, the Parties wish to establish collaboration and explore opportunities to develop, support and enrich the development of research in the fields that will be beneficial to both Parties.
- D. MJCSB and PNU recognized that joint collaboration and effort on exploring opportunities and establishing a cooperative relationship would benefit both Parties.
- E. This MoU sets out below the definite framework and intentions of both Parties for collaboration.
- F. In achieving the objectives of this MoU, PNU and MJCSB are of the view that there are synergistic benefits to be derived for the parties in collaborating by way of sharing and further developing the knowledge and expertise of both parties.
- G. PNU and MJCSB are desirous of formalising this collaboration by entering into this MoU subject to terms and conditions as stipulated herein.

NOW IT IS HEREBY AGREED as follows:

1. Purpose of this MoU

MJCSB and PNU will endeavour to assist and support each other in the collaboration for the projects that mutually benefit both Parties, among others:-

- a. Internship programs (for the purpose of implementing the co-operation in respect of this Internship program, the Parties may enter into separate agreement subject to terms and conditions as mutually agreed upon by the Parties)
- b. Training of students and teachers;
- c. Sharing Information on building and infrastructure lifelong learning education and training

2. Confidentiality

- 2.1 (a) Neither Party shall at any time disclose to any other third party, any Confidential Information of the Parties, acquired pursuant to this MoU without the written consent of the other Party.

- (b) For the purpose of this MoU, "Confidential Information" means any and all technical and non-technical information including patent,

copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this MoU; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms;

- 2.2 No Party shall publish or otherwise make public the contents of this MoU and any Confidential Information made available to each other without the prior written consent of the other Party.

3. Obligations of the Parties under the MoU

- a) The Parties shall, subject to budget appropriate, agree to provide funds as well as materials, and assist in arranging activities mentioned in the Memorandum of Understanding;
- b) Whenever deemed necessary and by mutual consent, the Parties may request support from a third Party to finance the programs of this Memorandum of Understanding.

4. Validity and Renewal of the MoU

4.1 This MoU is valid and shall remain in effect for Three (3) years from the date of this MoU. Either Party may terminate this MoU by giving one (1) month's written notice to the other Party. Notwithstanding the expiry or

the earlier termination of this MoU, the obligations of the Parties in clause 2 herein shall survive and remain binding on the Parties for a period of five (5) years from the expiry or the earlier termination of this MoU (as the case may be) or, the expiry or the earlier termination of the renewed period (as the case may be) as provided in clause 4.2 herein.

4.2 This MoU may be renewed upon the mutual understanding of both Parties.

5. Right to Publish

The data and information accruing from this MoU, which are of academic importance for the enrichment of knowledge, shall be published by MJCSB in accordance with MJCSB policy.

6. Relationship of The Parties

Nothing in this MoU 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.

7. Termination

7.1 If MJCSB and PNU as the case may be commits any of the conditions stated herein, then, the aggrieved Party shall be entitled to terminate this MoU 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 MoU.

7.2 The notice to terminate shall not be less than twenty-one (21) days, save for in the case of sub-clause 7.1(d), whereby the notice to terminate shall take effect only after either party first giving twenty-one (21) day 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) day notice of termination;

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

8. Force Majeure

Both 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 this MoU.

9. Public Statement

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

10. Notices

Any notice or communication between the Parties shall be delivered to the address, as first set out in this MoU.

11. Variation

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

12. Governing law

This MoU shall be interpreted in accordance with the laws of Malaysia and the Parties hereby submit to the non-exclusive jurisdiction of the courts of Malaysia.

13. Dispute Resolution

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

14. Execution of the MoU

The signature of the signatory transmitted by facsimile or other electronic means shall be deemed to be its original signature for the purposes of this MoU. The exchange of copies for this MoU and of the signature page thereto by facsimile or other electronic means of transmission shall constitute effective execution and delivery of this MoU and may be used in lieu of the original MoU for all purposes.

15. Assignment

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

16. Name and Logo

Neither Party shall use, nor permit any person or entity to use the name or logo (or any variation thereof) of the other Party without first obtaining the written consent of the other Party.

17. Mutual Cooperation and Relationship

The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this MoU in accordance with the spirit of close cooperation and mutual assistance.

IN WITNESS WHEREOF MJCSB and PNU hereunto have executed this Memorandum of Understanding on the year and date first above written:

SIGNED BY

For and on behalf of

PRINCESS OF NARADHIWAS UNIVERSITY



Assoc. Prof. Dr. Rossukon Sangmanee

President

Witnessed by :



SIGNED BY

For and on behalf of

MEGA JATI CONSULT SDN BHD



IR ABD Mokhti Salleh

Executive Chairman

Witnessed by :



Asst. Prof. Dr. Preecha Salaemae

Vice President (Research and Innovation)



Dr. Yunyong Surut
Dean, Faculty of Engineering



Dato' Hashim bin Abu Hussain
Director of MJG (Business Development)



Mr. Pramin Hayamin
Director of Narathiwat Technical College