

MEMORANDUM OF UNDERSTANDING
ON EDUCATIONAL COOPERATION
BETWEEN
THE GOVERNMENT OF THE KINGDOM OF THAILAND
AND THE GOVERNMENT OF MALAYSIA

The Government of the Kingdom of Thailand and the Government of Malaysia (hereinafter referred to singularly as "the Party" and collectively as "the Parties");

RECOGNIZING the importance of education and training in national development, as well as a means to further cultivate ties between their peoples;

MINDFUL of each other's achievements in this field;

DESIRING to strengthen and broaden mutual cooperation in the provision of education and training in their respective countries; and

BELIEVING that cooperation in the field of education would benefit both Parties:

HAVE AGREED AS FOLLOWS:

ARTICLE 1
OBJECTIVE

This Memorandum of Understanding ("MOU") is to provide for the framework within which detailed proposals for programs of education and professional interaction between the Parties are to be jointly considered on the basis of reciprocity and mutual benefit.

ARTICLE 2
FORMS OF COOPERATION

Cooperation under this MOU, to be encouraged and managed by the relevant government agencies of the Parties, may take the form of linkages between educational institutions of all levels, through exchanges between educational leaders, high officials, experts, teachers, administrators and students. It shall include the exchange of all forms of education related materials, publications, teaching aids and information, interaction

through meetings, workshops, exhibitions, conferences, seminars, study visits, competitions, camps, scholarships or sponsorship, and other forms of educational cooperation as may be mutually determined by the Parties.

ARTICLE 3

FIELDS OF COOPERATION

The fields of cooperation under this MOU may include but not limited to the following priority areas:

- (a) School/Institution Linkages;
- (b) Sciences and Mathematics;
- (c) Information and Communication Technology;
- (d) Computer Science;
- (e) Religious Education;
- (f) Special Education;
- (g) Gifted Education;
- (h) Curriculum Development;
- (i) School Based Management;
- (j) Credit transfer and student mobility; and

other fields as may be mutually agreed upon between the Parties.

ARTICLE 4

FUNDING

The costs of the cooperative activities under the MOU shall be funded on terms to be mutually determined and shall be subject to the availability of funds.

ARTICLE 5

IMPLEMENTATION

Details of any exchange programme shall be arranged respectively through the Ministry of Education of the Kingdom of Thailand and the Ministry of Education of Malaysia, and shall be subject to the approval of both Parties.

ARTICLE 6

JOINT WORKING GROUP

The Parties shall establish a Joint Working Group to implement this MOU. The Joint Working Group shall be co-chaired by a representative of the Ministry of Education of the Kingdom of Thailand and a representative of the Ministry of Education of Malaysia with the participation of other agencies as appropriate.

ARTICLE 7

REVISION OR AMENDMENT

- 7.1 Either party may request in writing a revision, modification or amendment of all or any part of this MOU.
- 7.2 Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this MOU.
- 7.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this MOU before or up to the date of such revision, modification or amendment.

ARTICLE 8

COMPLIANCE WITH THE LAW

This MOU shall be implemented in accordance with the applicable laws, regulations and national policies of each Party and in accordance with their respective international obligations.

ARTICLE 9

CONFIDENTIALITY

- 9.1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this MOU or any other agreement made pursuant to this MOU.

- 9.2 In the event of termination of this MOU, the Parties agree that the provision of this Article shall continue to apply.

ARTICLE 10

INTELLECTUAL PROPERTY RIGHTS

- 10.1 The protection of intellectual property rights shall be enforced in conformity with the laws and regulations of the respective Parties and their respective international obligations.
- 10.2 The usage of the name, logo or official emblem of any of the Parties on any publication, document or paper is prohibited without the prior written approval by either Party.
- 10.3 Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out-
- (a) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (b) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE 11

SUSPENSION

Each Party 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 MOU which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE 12
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provision of this MOU shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE 13
COMMENCEMENT, DURATION AND TERMINATION

- 13.1 This MOU shall enter into force on the date of signature and shall remain in force for a period of five (5) years. Unless either of the Parties gives to the other Party a notice in writing to terminate the MOU six (6) months before the expiration of this period, the MOU shall be automatically prolonged for another one (1) year.
- 13.2 Notwithstanding the above, each Party may terminate this MOU at any time upon a notice in writing six (6) months prior to the intended date of termination.
- 13.3 The termination of this MOU shall not affect the implementation of on going activities/ programmes which have been agreed prior to the date of termination of this MOU.

Done in Putrajaya on the 21st day of August in the year 2007 in two originals each, in English, Thai and Malay, all texts being equally authentic. In the event of discrepancy the English text shall prevail.

FOR THE GOVERNMENT OF
THE KINGDOM OF THAILAND

Wichit Srisa-an

Prof. Dr. Wichit Srisa-an
Minister of Education

FOR THE GOVERNMENT OF
MALAYSIA



Y.B. Dato' Sri Hishammuddin Tun Hussein
Minister of Education