

MEMORANDUM OF AGREEMENT
Dual Doctoral Degree (Ph.D) Programme

Name of partner(s): Prince of Songkla University and Universiti Putra Malaysia

This **AGREEMENT** is made:

BETWEEN

PRINCE OF SONGKLA UNIVERSITY, a Thai public university established under the laws of Thailand and having its address at 15 Kanchanawanit Rd. Hat Yai, Songkhla, Thailand

hereinafter referred to as "**PSU**";

AND

UNIVERSITI PUTRA MALAYSIA, a University established and existing under Universities and University Colleges Act 1971 of Malaysia, and having its principal office at 43400 UPM, Serdang, Selangor Darul Ehsan, Malaysia

hereinafter referred to as "**UPM**";

(hereinafter referred to singularly as "the Institution" and collectively as "the Institutions");

WHEREAS:

PSU and UPM are desirous to collaborate on a development of a Dual Doctoral Degree (Ph.D) Programme by research between the Institutions in the areas as specifically mentioned in Part 1 of Annexure A of this Agreement, on the terms and conditions as specified hereunder:

1. QUALIFICATION AND TITLE OF AWARD

- (a) The programme will lead to a Doctoral Degree award of PSU and UPM.
- (b) This agreement is specifically limited to the programme of Dual Doctoral Degree in the areas as agreed herein. Any additional programmes other than this programme will be subjected to a specific agreement between the Institutions. PSU and UPM will not support any serial arrangements (whereby the Institution offers the approved collaborative provision, or assigns delegated powers, elsewhere through an arrangement of its own). This agreement confirms the rights and obligations of both PSU and UPM covering both the relationship of PSU and UPM and aspects of the relationship relating to the programme in the areas as stated in the Annexure A.

2. RECRUITMENT AND ADMISSION

- (a) The academic and English language admission requirements for all of the programmes shall be either that of UPM or PSU. The minimum English language requirement is 6.0 for IELTS, but some departments may require higher IELTS scores. A lower English proficiency equivalent to IELTS 5.5 can be considered for provisional admission. UPM requires students with provisional admission to pass the UPM Tertiary English Programme (TEP). PSU requires students with provisional admission to pass the Prince of Songkla University Test of English Proficiency (PSU-TEP). The other entry requirements which are most stringent shall apply to ensure that the requirements of both institutions are met. Both Institutions must mutually agree on the admission and recruitment of students into the programmes.
- (b) There shall be no minimum number of students that may be admitted under this agreement. There shall also be no maximum number of students that may be admitted under this agreement, although the availability of appropriate supervisors shall be a significant factor in determining admission to the programme.
- (c) It shall also be a requirement that all supervisors are content that a split-site PhD is appropriate and manageable in the individual circumstances.

3. REGISTRATION AND MAINTENANCE OF STUDENT RECORDS

- (a) The students selected for these programmes will enrol at both PSU and UPM.
- (b) The students will register as full-time students at both Institutions.
- (c) In the unlikely event of irreconcilable differences between both Institutions' regulations, each Institution shall retain the right to award a degree in line with its own regulations.
- (d) PSU and UPM will maintain records relating to the student subject to this agreement in accordance with standard procedures of each programme at each Institution.
- (e) Both Institutions will provide each other with information on the student's academic record when requested.

4. DURATION OF STUDY

The duration of study shall be as follows:

Programme	Duration	Minimum time to be spent at each institution
Dual PhD	3 years	Minimum 12 months

5. MANAGEMENT OF PROGRAMMES

- (a) The management of the programmes will be in accordance with PSU's and UPM's standard arrangements for each programmes.

- (b) All students accepted for admission must be informed of their outline programmes of study at the time the offer of admission is made.
- (c) It would normally be expected that major supervisor at local university and co-supervisor at partner university have been identified and the students will be notified at the same time that the offer of admission is made, with regard to particulars of their supervisors. Students registered under these arrangements will be subjected to the same supervisory requirements as students whose solely based at a single Institution.
- (d) In accepting students who will be required to study abroad, it is the responsibility of the Dean/Director of Faculty/College/Institute at PSU and UPM to ensure that the essential facilities at the collaborating organisation are suitable and will allow the students to conduct their research at a satisfactory level. In addition, the Dean/Director of Faculty/College/Institute should ensure that, as far as reasonably foreseeable, the facilities and resources will continue to be available for the duration of the students' period of registered study.
- (e) The progress of all students registered under these arrangements must be formally reviewed in accordance with PSU and UPM regulations and in the same manner as students enrolled at each Institutions.
- (f) Comprehensive or qualification examination (whichever is required by each Institution) has to be performed no later than the 5th semester.
- (g) Research students who find themselves without supervision or who are unhappy with their supervision should discuss the matter with their principal supervisor and/or local supervisor in the first instance or, if this is inappropriate, with Dean/Director of Faculty/College/Institute at PSU, and the Dean School of Graduate Studies at UPM.
- (h) It is the responsibility of the the Dean/Director of Faculty/College/Institute, in conjunction with supervisors and the School Postgraduate Student Advisor/Coordinator, to identify the training needs of individual students, to ensure needs are met and to determine the means by which they are met.
- (i) The language of assessment (i.e. the thesis and the viva voce examination) shall be in English. The language in which the research is carried out shall be in English.
- (j) This agreement shall take effect from the First Semester 2015/16 academic year.
- (k) The members of supervisory committee/advisory committee for doctoral degree student shall comprise at least 1 supervisor from each Institution.

6. RULES AND REGULATIONS

- (a) The student shall be subjected to the rules and regulations of both PSU and UPM.
- (b) In the event of an irreconcilable difference between the regulations of PSU and UPM which prevents the awarding of a dual doctoral degree under the terms of this Agreement, the student shall have two options:
 - i. To continue the programme at one of the Institutions only, complying with that Institution's regulations, and receive a single doctoral degree;
 - ii. To comply with the regulations of both Institutions, which may involve additional work and additional assessment, in order to receive dual doctoral degree awards from both Institutions.

7. ASSESSMENT

- (a) The student must produce a thesis and comply with the following requirements:
 - i. The language of the thesis must be in English.
 - ii. The format of the thesis shall be in accordance with the guidelines of PSU or UPM depending on where the thesis is to be submitted.
 - iii. Depending on where the thesis is to be submitted, PSU or UPM shall be responsible in forming an Examination Committee/Board, for the purpose of submitting the thesis to the Examiners, and (via the host department) arranging the viva voce examination (following standard practice). The student's supervisor may be present at the examination but shall not contribute.
 - iv. Submission of bound theses shall be made to both PSU and UPM, and each Institution should receive a copy of the bound thesis in addition to those required by the Examiners as a library copy.
 - v. In addition to the above copies, an electronic copy of the final version of the thesis will be submitted to both Institutions following the final approval of the thesis by the examiners.

8. APPOINTMENT OF EXAMINATION COMMITTEE/BOARD

For programme by research, there will be an Examination Committee/Board with an Internal Examiner appointed by each Institution, and an External Examiner who shall be independent of both Institutions. All nominations shall be subjected to an approval by the relevant authorities in both Institutions. Examination costs (including but not limited to Examiners' expenditure) if required, will be borne by the home institution unless agreed otherwise.

9. COMPLAINTS, APPEALS AND OFFENCES

- (a) Complaints and appeals shall be dealt in accordance with UPM's and PSU's complaints and appeals policy and procedure. Both Institutions shall ensure that such information is available to students.
- (b) Students shall be subjected to PSU as well as UPM Academic Offences Policy and Procedure.

10. GRADUATION

- (a) Upon successful completion of their studies, the students will receive dual doctoral degree award. For the avoidance of doubt, two certificates will be issued, one from each Institution. Both documents will refer to each other.
- (b) The students will be invited to the PSU's and UPM's graduation ceremony.
- (c) Other requirements related to graduation are specified in the Annexure A of this Agreement.

11. QUALITY ASSURANCE

PSU and UPM shall take responsibility to ensure the quality of education provided will lead to a doctoral degree awarded by both Institutions. The programme will be subject to the normal quality assurance policies and procedures in force at each Institution.

Each Institution retains the right to approve copy of any publicity and promotional materials produced by the other Institution in relation to the programme. Neither Institution will use the name or logo of the other in any form of publicity without written permission from the other Institution. PSU's name and logo shall remain the property of PSU and UPM's name and logo shall remain the property of UPM.

12. INTELLECTUAL PROPERTY RIGHTS

- (a) Both Institutions agree that the Intellectual Property Rights (IPR) in all programme materials, including but not limited to the thesis created by either Institutions shall be vested in and be owned by the Institution responsible for creating and/or developing the relevant materials, unless otherwise agreed in writing between the Institutions.

- (b) Existing Intellectual Property

Both Parties acknowledge that any and all of the Intellectual Property Rights used or embodied in or in connection with the dual degree programmes shall remain the sole property of the respective Institutions or such other Party as may be identified therein or thereon and neither Institution shall during or at any time after the expiry or termination of this Agreement deprive, or attempt to deprive the other Institution or the owner of any such Intellectual Property Rights.

- (c) New Intellectual Property Rights

Notwithstanding anything in clause 12(b) above, the Intellectual Property Rights in respect of any technological development, products and services development, carried jointly by the Institutions or research results obtained through the joint activity of the Institutions or as a result of the dual degree programmes, shall be jointly owned by the Institutions with the extent of the ownership to be determined through consultation between the Institutions, taking into consideration the contributions made by the respective Institutions. Ownership and exploitation rights will be determined via separate agreement taking into consideration the input of each Institution.

- (d) Report of Invention

If either Institution has conceived any Invention as a result of the dual degree programmes, the Institution shall notify the other Institution within thirty (30) days, and shall discuss regarding the share of ownership and the determination of whether or not to file an application for the Intellectual Property Rights which relate to such invention.

- (e) Infringements

If either Institution becomes aware of any infringements or threatened infringements of the other institution's Intellectual Property Rights within territory, it shall promptly give notice in writing to the other Institution.

- (f) Registration of Jointly Owned Intellectual Property
 - (i) The Institutions shall agree to co-operate with each other in the process of registration of the Intellectual Property including, but not limited to, making any and all premises available for inspection, supplying facts and other information and providing all details required by any authority responsible for granting and/or maintaining such product registration.
 - (ii) Both Institutions shall be responsible for the cost of filing and maintenance of the jointly owned Intellectual Property according to the share of each Institution's ownership.
- (g) For the avoidance of doubt, the Institutions also acknowledge and agree that:
 - (i) all Intellectual Property Rights including copyright in any course materials, documentation, software or other materials relating to the courses provided are exclusively owned by the respective Institution;
 - (ii) it will not use any printed material and/or computer software provided exclusively by the respective Institutions other than for the purposes of conducting the approved course pursuant to this agreement and it will not make, except for the purposes aforesaid, any copy of such printed material and/or software without the express written permission of the respective Institutions;
 - (iii) it will not make any use of copies or of any of the abovementioned material on and after the termination of this Agreement for any purpose whatsoever;
 - (iv) the Institutions shall co-operate with each other in duties and obligations herein efficiently and effectively and to this end, execute and deal with all such documents, acts, matters and things as are requisite or necessary; and
 - (v) not use the name or logo in any publication or for any other purpose whatsoever without the prior written consent of the other Institution.

13. FINANCIAL ARRANGEMENTS

- (a) Thailand and Malaysian students under this programme shall, pay to UPM for the duration of their study at UPM, or to PSU for the duration of their study at PSU, the standard tuition fees based on the local rate for the period of time spent at UPM or PSU, whichever case it may be.
- (b) The international students under this programme shall, pay to UPM for the duration of their study at UPM, or to PSU for the duration of their study at PSU, the standard tuition fees based on the international rate for the period of time spent at UPM or PSU, whichever case it may be.
- (c) Payment to PSU will be made in Thai Baht at the commencement of each academic year. Payment to UPM will be made in Malaysian Ringgit at the commencement of each academic year.
- (d) Students shall be responsible for the payment of all travel, accommodation and living expenses.

- (e) Where appropriate, students shall be responsible for obtaining visas to study in Thailand and Malaysia.

14. LEGAL JURISDICTION

- (a) This agreement shall be subjected to the Thailand or Malaysian laws, and the jurisdiction of court of each respective country, depending on where the cause of action arises. Thailand law shall apply to the students while they are at PSU, and the Malaysian law shall apply while the students are at UPM.
- (b) Both Institutions agree, where possible, to resolve any dispute in an amicable manner. Should it not be possible, disputes will be settled through arbitration.
- (c) UPM acknowledges that PSU is governed by all applicable Thailand legislations. PSU acknowledges that UPM is governed by all applicable Malaysian legislations. Particularly, both Institutions are bound to Freedom of Information and Data Protection legislations which in force in each country.

15. INDEMNIFICATION

Each Institution agrees to indemnify, defend and hold harmless the other against all legal liability, actions, suits, proceedings, demands, any cost and expenses, claim or damage resulting from the gross negligence or willful misconduct of the indemnifying party, except to the extent resulting from the gross negligence or willful misconduct of the other Institution.

16. FORCE MAJEURE

No Institution shall be responsible to the other Institution for any delay in performance or non-performance due to Force Majeure, but the affected Institution shall promptly upon occurrence of any such causes inform the other Institution, stating that such cause has delayed or prevented its performance hereunder and thereafter such Institution shall take all actions within its power to comply with the terms of this Agreement as fully and promptly as possible. If the Force Majeure in question prevails for a continuous period in excess of one month, the Institutions shall enter into discussions with a view to alleviating its effects or to agree with reasonable alternative arrangements.

17. EQUAL OPPORTUNITIES

PSU and UPM agree that neither Institution shall discriminate against any person connected to this agreement or the programmes that form this agreement on the basis of race, ethnicity, colour, religion, sex, sexual orientation, marital or parental status, national origin, age or disability.

18. SUSPENSION OF AND WITHDRAWAL FROM THE PROGRAMMES

Both institutions reserve the right to withdraw from the programme. Should either of the Institutions wish to withdraw from the agreement, then they should provide a written notice of intent to withdraw from the agreement no later than 12 months prior to the desired date of withdrawal. Nevertheless, both Institutions are committed to ensuring that students still registered on the programme receive such provision and support as specified in this

agreement. The termination of the agreement must not compromise the possibility for students remaining in the programmes to complete their studies in a manner comparable to that of the previous cohorts. Notwithstanding the aforesaid, PSU and UPM have an obligation to fulfil their commitment to the enrolled students.

19. CONFIDENTIALITY

Each Institution shall not, during the term of this Agreement or at any time thereafter, disclose to any third party any confidential information of the other Institution or make use of any such confidential information, including but not limited to the students' data enrolled under this dual degree programmes and thesis paper except as necessary to fulfill its obligations under this Agreement. This Clause shall not apply to any information which (i) becomes generally known to the public, other than by reason of an act or omission of the recipient; (ii) is required to be disclosed pursuant to any applicable laws or to any competent governmental, statutory or supervisory body to which the respective Institution is subject; (iii) is required to be disclosed pursuant to any court order; or (iv) is disclosed by the Institution to its professional advisers.

20. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed so as to constitute either Institution a partner of the other Institution, or to create any agency or partnership between the Institutions under any applicable laws of Thailand or Malaysia. Neither Institution is empowered to incur obligations on behalf of the other Institution.

21. VARIATION

This Agreement and the Annexes thereto may be amended or varied only by the written agreement of the Institutions, signed by the duly authorised signatories of both Institutions, and unless the context otherwise so requires a reference to this Agreement shall include the Agreement as amended or varied from time to time.

22. WAIVER

No waiver of any provision of this Agreement nor consent to any departure there from, by either Institution shall be effective unless the same is in- writing signed by the Institution giving the waiver or consent and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. No default or delay on the part of either Institution in exercising any rights, powers or privileges hereunder shall operate as a waiver thereof or of any other right hereunder, nor shall a single or partial exercise of any such right power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Institutions as to its subject matter. Any prior agreements, arrangements, representations or understandings by either the Institution whether oral or in writing made prior to the date of the Agreement are superseded.

24. DURATION OF THE AGREEMENT AND REVIEW ARRANGEMENTS

The agreement is established for an initial period of 5 years from the date signed below and is subjected to review in the 12 months prior to the potential date of renewal.

Agreed on Behalf of PSU

Date: 8 April 2016



Associate Professor Dr. Chusak Limsakul
President

Witness:



Associate Professor Dr. Teerapol Srichana
Dean, School of Graduate Studies

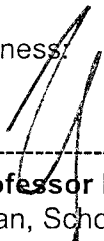
Agreed on Behalf of UPM

Date: 23-5-16



Professor Datin Paduka Dr. Aini Ideris
Vice Chancellor

Witness:



Professor Dr. Bujang Kim Huat
Dean, School of Graduate Studies

ANNEXURE A

(shall be read and construed as an integral part of this Agreement)

UPM-PSU Dual Doctoral Degree (Ph.D.) Programme by Research

Starting from 2015

PART	MATTERS	UPM	PSU
1.	Disciplines	In the field relating to: a. Biotechnology b. Food Science c. Food Technology d. Electrical and Electronic Engineering	In the field relating to: a. Biotechnology b. Food Science c. Food Technology d. Electrical and Electronic Engineering
2.	Equivalent Examinations	<ul style="list-style-type: none"> • Comprehensive Examination /Qualifying Examination will be internally conducted either at UPM or PSU. • VIVA/Final Thesis defense examination will be conducted (with pre-schedule) depending on where the thesis is submitted 	
3.	Dual Degree Platform	<ul style="list-style-type: none"> • Minimum residential requirements is 12 months at each university. • Students are required to register at both universities from the beginning of the programme. • Graduate School will coordinate the contact between the faculty members from both universities. • Student is responsible of his/her own living expenses during the study abroad. 	
4.	Fees	<ul style="list-style-type: none"> • Fees will be charged by the respective Institution for the period of time spent by the student at that institution and is payable to the respective Institution only. • Standard local rate fees will be charged to Malaysian and Thailand citizen. • Standard international rate fees will be charged to students from other countries. 	
5.	Supervisory Committee	<ul style="list-style-type: none"> • The committee must comprise of at least 4 members including 1 major supervisor from local university, 1 co-supervisor from partner university, 1 committee from PSU and 1 committee from UPM. 	
6.	VIVA/Thesis examination	<ul style="list-style-type: none"> • The Examination Committee must comprise of at least 3 members, 2 internal examiners from UPM and PSU and 1 external examiner. <p>* This committee shall be comprised of different members than the Supervisory Committee.</p>	

PART	MATTERS	UPM	PSU
7.	Publication requirement	<ul style="list-style-type: none"> • 1 International Journal published + 1 International Journal submitted 	
8.	English requirement	<p>Admission requirement:</p> <ul style="list-style-type: none"> • Obtained a minimum score of 550 for TOEFL (paper based); or band 6.0 for IELTS or their equivalent. • Lower score/ band may be accepted for admission on provisional basis. UPM requires students with provisional admission to pass the UPM Tertiary English Programme (TEP). PSU requires students with provisional admission to pass the Prince of Songkla University Test of English Proficiency (PSU-TEP). Separate cost (determined by the University) will be charged to the student. 	