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**MEMORANDUM OF AGREEMENT
BETWEEN
COLLEGE OF SCIENCE AND ENGINEERING NATIONAL DONG HWA
UNIVERSITY, TAIWAN
AND
COLLEGE OF COMPUTING, PRINCE OF SONGKLA UNIVERSITY**

ON

**ACADEMIC COLLABORATION, JOINT RESEARCH & COMMUNITY
ENGAGEMENT**

FIRST PARTY and **SECOND PARTY**, in this MoA, are also individually referred to as **PARTY** or collectively as **PARTIES**.

- a. **FIRST PARTY** is College of Science and Engineering, National Dong Hwa University, and
- b. **SECOND PARTY** is College of Computing, Prince of Songkla University

On those bases, both **PARTIES** agree to make an MoA in the framework of education, with the following provisions.

This Memorandum of Agreement (MoA) has been made and signed by and between:

NDHU	Initial of Second Party

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- (1) **Prof. Dr. Wu-Yuin Hwang, Ph.D.: College of Science and Engineering, National Dong Hwa University** addressed at No. 1, Sec. 2, Da Hsueh Rd. Shoufeng, Hualien, Taiwan 974301, hereinafter referred to as “**FIRST PARTY**”
- (2) **Assoc. Prof. Dr. Aziz Nanthaamornphong, Ph.D.: College of Computing, Prince of Songkla University**, addressed at 80 Moo 1 Vichitsongkram Road, Kathu, Phuket, Thailand, 83120, hereinafter referred to as “**SECOND PARTY**”

Article 1
PURPOSE AND OBJECTIVE

- (1) The purpose of this MoA is to assert the participation of the **PARTIES** in academic collaboration, joint research and community engagement.
- (2) The objective of this MoA is to improve the implementation of academic collaboration, joint research and community engagement between the **PARTIES**.

Article 2
AREAS OF CO-OPERATION

The area(s) of cooperation include(s):

- (1) Academic (Internship, Training, Curriculum)
- (2) Research (Research collaboration, Publication, Conference)
- (3) Community Engagement
- (4) Other mutually agreed area(s)

Article 3
RIGHTS AND OBLIGATIONS

Both the **FIRST PARTY** and the **SECOND PARTY** share equal rights and obligations:

(1) **Rights of Each Party:**

- (a) Both parties shall obtain the mutually agreed results of cooperation in Higher Education's three core areas.
- (b) Both parties are entitled to utilize the cooperation results according to their

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respective needs and interests, upon mutual agreement.

(2) Obligations of Each Party:

- (a) Facilitate cooperation in higher education's three core areas in line with their authority and capability.
- (b) Provide guidance and direction to the other PARTY within their authority.

Article 4
FINANCIAL ARRANGEMENTS

- (1) This MoA will not give rise to any financial obligation by one **PARTY** to the other.
- (2) Each **PARTY** will bear its own costs and expenses in relation to this MoA.

Article 5
ENTRY INTO EFFECT AND DURATION

- (1) This MoA shall come into force on the date of signing and shall remain in force for a period of five (5) years subject to review and modification as mutually agreed upon.
- (2) Thereafter, if the PARTIES hereto wish to extend the terms of this MoA, they shall do so by an express covenant in writing at least three (3) months prior to the expiry date.

Article 6
OTHERS



In the event of any delay or failure due to circumstances beyond either PARTY's reasonable control, such as Force Majeure events, the execution of this MoA may be postponed to a different time and/or location upon mutual agreement by the PARTIES.

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- (1) Force majeure events include, but are not limited to:
 - (a) Natural disasters such as earthquakes, floods, hurricanes, or other acts of nature.
 - (b) Civil disturbances, riots, strikes, or labor disputes affecting the normal functioning of the university.
 - (c) Government actions, including changes in laws or regulations that significantly impact the ability to fulfill the terms of the agreement.
 - (d) Pandemics or public health emergencies that disrupt regular operations and activities.
 - (e) Acts of terrorism or war that directly affect the university's ability to perform its obligations.
 - (f) Unforeseen technological failures or cyber-attacks affecting essential systems.
 - (g) Any other unforeseeable events beyond the reasonable control of either PARTY that make it impractical or impossible to fulfill the terms of the agreement.
- (2) Any changes and or cancellation on this MoA will be set forth later between the FIRST PARTY and SECOND PARTY.

**Article 7
CLOSING**

Herein this MoA is made in two (2) original copies, each having equal validity, one copy for the **FIRST PARTY** and the other copy for the **SECOND PARTY**.

FIRST PARTY College of Science and Engineering, National Dong Hwa University, Taiwan  Professor Wu-Yuin Hwang, Ph.D. <hr/> Dean	SECOND PARTY College of Computing, Prince of Songkla University, Thailand  Assoc. Prof. Dr. Aziz Nanthaamornpong <hr/> Dean
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