

MEMORANDUM OF UNDERSTANDING

BETWEEN

ASIAN INSTITUTE OF TECHNOLOGY, THAILAND

AND

COLORADO STATE UNIVERSITY, UNITED STATES OF AMERICA

AND

INDIAN INSTITUTE OF TECHNOLOGY ROORKEE, THE REPUBLIC OF INDIA

AND

UNIVERSITY OF STUTTGART, GERMANY

AND

UNIVERSITI TEKNOLOGI MARA

ON FRIENDSHIP AND CO-OPERATION, PROMOTION OF MUTUAL UNDERSTANDING, ACADEMIC, SCIENTIFIC THOUGHT AND PERSONNEL
EXCHANGE

This Memorandum of Understanding is executed

BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as "UiTM"), an institution of higher learning established by the Universiti Teknologi MARA Act 1976 whose address is at the Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia and shall include its lawful representatives and permitted assigns;

AND

ASIAN INSTITUTE OF TECHNOLOGY, THAILAND (hereinafter referred to as "AIT"), a university whose address is at Asian Institute of Technology (AIT), P.O. Box 4, Klong Luang, Pathumthani 12120, Thailand and shall include its lawful representatives and permitted assigns;

AND

INDIAN INSTITUTE OF TECHNOLOGY ROORKEE, THE REPUBLIC OF INDIA

(hereinafter referred to as "IIT Roorkee"), a university whose address is at Indian Institute of Technology, Roorkee Roorkee-247 667, Uttarakhand, India and shall include its lawful representatives and permitted assigns;

AND

COLORADO STATE UNIVERSITY, UNITED STATES OF AMERICA (hereinafter referred to as "CSU"), a university whose address is at 102 Administration Building 0100 Campus Delivery, Fort Collins, CO 80523-0100 and shall include its lawful representatives and permitted assigns;

AND

UNIVERSITY OF STUTTGART, GERMANY (hereinafter referred to as "SU") a university whose address is at University of Stuttgart Keplerstr. 7 70174 Stuttgart and shall include its lawful representatives and permitted assigns;

(UiTM, AIT, IIT Roorkee, CSU and SU shall hereinafter be referred to singularly as "the Party" and collectively as "the Parties")

WHEREAS

- A. UiTM is an established University with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts.
- B. AIT, IIT Roorkee, CSU and SU are established universities with proven research and educational abilities, and with collaborative arrangements with many counterparts to share their expertise and enhance their academic links and co-operation.
- C. The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

ARTICLE 1: OBJECTIVE

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

ARTICLE 2: AREAS OF CO-OPERATION

2.1 All parties agree to encourage the following activities, in particular, to promote international academic co-operation in the following areas :

- a) institutional exchanges between faculty and staff from each partner institution;
- b) acceptance of undergraduate and graduate students of each partner institution for periods of study and/or research;

- c) organisation of training programmes, symposia, conferences, short courses and meetings on research issues in flood control and management;
- d) institutional exchanges between faculty and staff from each partner institution;
- e) exchange of information, resources and expertise pertaining to developments in flood planning methodologies, research and innovation; and
- e) co-operation in any other areas as agreed to by the Parties from time to time.

2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1 the Parties may enter into legally binding agreements subject to terms and conditions as mutually agreed upon by the parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of disputes".

ARTICLE 3: FINANCIAL ARRANGEMENTS

- 3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the others.
- 3.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

ARTICLE 4: EFFECT OF MEMORANDUM OF UNDERSTANDING

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

ARTICLE 5: NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute any party as the agent of the others.

ARTICLE 6: ENTRY INTO EFFECT AND DURATION

- 6.1 This Memorandum of Understanding shall become effective as of the date of signatures of all parties, or if the dates vary, then the date of the last signature.
- 6.2 This Memorandum of Understanding shall remain in effect for a period of FIVE (5) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed in writing by all parties.

6.4 If the Memorandum of Understanding is not renewed by mutual consent, the Memorandum of Understanding shall conclude at the end of the specified period, or after activities in progress have concluded.

ARTICLE 7: REVISION, VARIATION AND AMENDMENT

7.1 Any party may request in writing a revision, variation or amendment of this Memorandum of Understanding.

7.2 Any such revision, variation or amendment agreed to by all the Parties shall be in writing and shall form part of this Memorandum of Understanding.

7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this Memorandum of Understanding before or up to the date of such revision, variation or amendment.

ARTICLE 8: TERMINATION

This Memorandum of Understanding may be terminated by any party in respect of itself with a minimum of THIRTY (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

ARTICLE 9: NOTICES

Any communication under this Memorandum of Understanding shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of Universiti Teknologi MARA or the Asian Institute of Technology, or to the Indian Institute of Technology or to the Colorado State University, or to the University of Stuttgart as the case may be, shown below or to such other address or electronic, mail address or facsimile number as either Party may have notified the other Party 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 Teknologi MARA :

Attention	:	Prof. Dr. Azmi Ibrahim
		Dean
Address	:	Faculty of Civil Engineering
		Universiti Teknologi MARA
		40450 Shah Alam, Selangor, Malaysia
Tel.	:	+603-55443311 / +6019-3151251
Fax	:	+603-55435275
e-mail	:	azmii716@salam.uitm.edu.my / azmii716@yahoo.com

To Asian Institute of Technology, Thailand:

Attention : Prof. Dr. Mukand Singh Babel
Director
Address : Asian Water Research and Education Centre-(AWARE C)
Asian Institute of Technology
School Of Engineering and Technology
P.O. Box 4, Klong Luang,
Pathumthani 12120, Thailand
Tel. : +(662) 524-5790
Fax : +(662) 524-6425
e-mail : msbabel@ait.ac.th

To Indian Institute of Technology Roorkee, India:

Attention : Prof. Dr. Muthiah Perumal
Head of Department,
Address : Department of Hydrology
Indian Institute of Technology Roorkee
Roorkee-247 667, Uttarakhand,
INDIA
Tel. : +91-1332-285817
Fax : +91-1332-273560
e-mail : p_erumal@yahoo.com

To Colorado State University, United States of America:

Attention : Prof. Dr. Pierre Y. Julien
(Associate Dean for International Research and Development)

Address : Civil & Environmental Engineering Department
Engineering Research Center B-205
Colorado State University
Fort Collins, CO 80523

Tel. : (970)-491-8450

Fax : (970)- 491-7008

e-mail : pierre@engr.colostate.edu

To University of Stuttgart, Federal Republic of Germany:

Attention : Prof. Dr.-Ing. Silke Wieprecht

Address : Institut für Wasserbau
Pfaffenwaldring 61
70569 Stuttgart
Germany

Tel. : +49 711 685-64461

Fax : +49 711 685-64746

Email : Wieprecht@iws.uni-stuttgart.de


Signed by for and on
behalf of
ASIAN INSTITUTE OF
TECHNOLOGY (AIT),
THAILAND



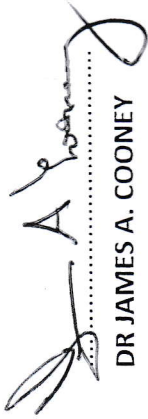
PROF WORSAK KANOK-
NUKULCHAI
Interim President

Date : 2 July 2014

Witnessed by :



Signed by for and on
behalf of
COLORADO STATE
UNIVERSITY, UNITED
STATES OF AMERICA



DR JAMES A. COONEY
Vice Provost for
International Affairs

Date : 22 Sept 2014

Witnessed by :



Prof. Sandeep Singh
Dean Alumni Affairs and International Relations
Indian Institute of Technology Roorkee
Roorkee - 247 667, Uttarakhand, INDIA

Signed by for and on
behalf of
INDIAN INSTITUTE OF
TECHNOLOGY, INDIA

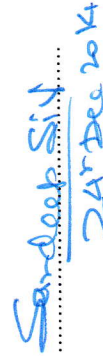


DR PRADIPTA BANERJI
President

निदेशक/Director
आ. प्रौ. सं. रुड़की
I.I.T. Roorkee

Date : 24 Dec 2014

Witnessed by :


24 Dec 2014

Signed by for and on
behalf of
STUTTGART UNIVERSITY,
GERMANY



PROF DR -ING. W.
RESSEL
Rector

Date : 23. Jan. 2015

Witnessed by :



PROF. DR. AZMI IBRAHIM
Dean
Faculty of Civil Engineering
Universiti Teknologi MARA
40450 SHAH ALAM
SELANGOR

Signed by for and on
behalf of
UNIVERSITI TEKNOLOGI
MARA, SHAH ALAM,
MALAYSIA



TAN SRI DATO' SRI PROF
IR DR SAHOL HAMID ABU
BAKAR FASc
President/Vice-
Chancellor

Date : 16 June 2014

Witnessed by :