



# Memorandum of Understanding

### between

# Birla Institute of Management Technology, India

#### and

# Rajamangala University of Technology Phra Nakhon, Bangkok, Thailand

This Memorandum is entered into by The Birla Institute of Management Technology, located in Greater Noida (outskirts of New Delhi), India (hereinafter "BIMTECH") of one part, and Rajamangala University of Technology Phra Nakhon, Bangkok, Thailand (hereinafter "RMUTP") of the other part, hereinafter referred to as the "Parties".

Considering the importance of **education**, **research**, **and culture** for the economic and social development of their communities and countries;

Recognizing that **BIMTECH** and **RMUTP** are pursuing educational, research, cultural, and training activities in a number of areas of common interest, and that participation in each other's research, teaching, and training activities on a basis of reciprocity will provide mutual benefits. It is also proposed that BIMTECH would help in capacity building via development of degree and non-degree programs with partner institution.

Desiring to establish a formal basis for cooperation in education, research, culture, and training,

Have agreed as follows:

### Article 1: Purpose

The Parties shall encourage, develop and facilitate cooperative activities in fields of common interest. The Parties agree to attempt to achieve this linkage through the exchange of faculty, administrative personnel, and students. They further agree to

conduct cooperative research, exchange educational materials and produce joint publications.

### Article 2: Principles

Cooperative activities shall be conducted on the basis of the following principles:

- 1. Mutual benefits based on an overall balance of advantages;
- 2. Reciprocal opportunities to engage in cooperative activities;
- 3. Equitable and fair treatment;
- 4. Timely exchange of information which may affect cooperative activities.

### Article 3: Areas of Cooperative Activities

Subject to mutual consent, the areas of cooperation include any programme offered at RMUTP or at *BIMTECH* in which the two institutions believe cooperation is feasible and desirable, and would contribute to fostering and developing a mutually beneficial relationship between the Parties.

Subject to the approval of the Head/Authority of both institutions and the appropriate generation of resources, cooperative activities between the Parties may take the following forms:

- 1. Research partnership at institutional and professional levels
- 2. Exchange of graduate students in management programmes: arrangements for student exchange at *BIMTECH* are handled through the International Affairs Office;
- 3. India Study program for 1-2 weeks for students
- 4. Joint organization of scientific, educational, and cultural seminars, conferences, symposia, and workshops;

The terms of such activities and budget required for them shall be mutually discussed and agreed upon in writing and signed by both parties prior to the initiation of any specific programme or cooperative activity.

## Article 4: Faculty exchange

Faculty exchanges will be organized as follows:

- 1. Each party will consider the possibility of exchanging faculty members each year, for periods as per the institutional norms, during which faculty members will perform academic tasks including teaching and research according to the terms and conditions mutually agreed upon while finalizing each nomination.
- 2. Visiting faculty members will be expected to establish contacts with their local colleagues for determining common fields that could lead to joint research and



publication activities. Upon his return, the visiting faculty member will be expected to provide a report on the contacts made at the partner institution.

## Article 5: India Study Programme

RMUTP will be invited to make a group of students and executives for India Study programme (For 15-20 participants) to participate in the programme. The group size, duration of programme and fees may be decided in mutual consultation. The study programme will offer academic, cultural and industry exposure to the participants and it will design the quality and level based on the profile of participants.

### Article 6: Student Exchange

Home Institution will select the students eligible to participate in the exchange programme, and will address them to the Host Institution. Each institution is entitled to award credits and grades according to performance and academic results.

### Article 7: Joint Academic Activities

Given the attention to research and knowledge dissemination from both the institutions; joint workshops, seminars, conferences or any other such activity may be organized at mutually decided working plan. The purpose of such actions will remain knowledge development and dissemination.

### Article 8: Development Review

Both institutions should review the developments responsible every year and propose revisions in the MoU for inclusion in  $5^{th}$  year renewal MoU. Any specific activity may be developed and be added as addendum of this MoU.

### Article 9: Period of MoU

This MoU will come into effect from the date of signing of this memorandum of understanding by both parties and will remain in force for an initial period of five (5) years. This MoU will be automatically renewed for further periods of one (1) year unless one Party notifies the other party in writing that they do not wish to renew it at the completion of the annual review.

In the event of termination, the participants in the program at such time shall be permitted to complete their activities in accordance with the terms of the MoU.

The execution of the MoU will be with International Office at both the institutions under the leadership of top executive authority of the institution.



## Article 10: Severability and Legal Issues

This MoU only expresses the intention of cooperation; therefore, it has no legal effect on both Parties. This MoU contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this MoU is (i) in writing; (ii) refers to this MoU; and (iii) executed by an authorized representative of each party. Any conflict should be resolved by the signatory of the institutions. If conflict persists, arbitrator can be engaged for further action for settlement.

### Signatures

Signed on behalf of BIMTECH

Signed on behalf of RMUTP

Director

Date:

March

Assoc. Prof. Supatra Kosáiyakanont

**Acting President** 

Date:

12 March

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