



MEMORANDUM OF UNDERSTANDING

between

MASSEY UNIVERSITY

New Zealand

and

RAJAMANGALA UNIVERSITY OF TECHNOLOGY

Phra Nakhon, Thailand

It is the desire of the parties named herein that a Memorandum of Understanding be formalised based on the headings set out below:

Parties:

Massey University of New Zealand, a body corporate established under the Massey University Act 1963, and the Education Act 1989, hereinafter referred to as 'Massey'.

Rajamangala University of Technology Phra Nakhon of Thailand, hereinafter referred to as RMUTP.

1. Statement of Purpose

- 1.1 Massey and RMUTP recognise that they have many interests in common and that there will be mutual benefits from collaboration and co-operation.
- 1.2 Massey and RMUTP wish to formalise and standardise the relationship between the two parties in order to provide consistency, and a focal point, for the preparation and administration of programmes for collaboration and co-operation.
- 1.3 This Memorandum provides the mechanism through which the expressed intent of the parties can be realised.

2. Objectives

- 2.1 The areas for potential collaboration and co-operation have been identified as, but not limited to, the following activities:
 - Participation in seminars and academic meetings
 - Exchanges of publications, academic materials and other information
 - Exchanges of existing staff
 - Student pathway and articulation arrangements
 - Professional development programmes
 - Opportunities for RMUTP staff to undertake postgraduate studies at Massey
 - Government scholarship programmes
 - Collaborative applications for third-party funding
 - Other collaborative activities by mutual agreement
- 2.2 Each mutually identified and agreed activity, shall be covered by a separate Agreement. The terms and conditions under which a specific programme or activity will be undertaken, will be documented in writing, separately to this Memorandum before the initiation of any programme. Such document will include, but not be limited to, intellectual property matters and financial arrangements.

2.3 The separate Agreements must have the formal approval of the Vice Chancellor or his/her delegate at Massey and Dr. Widchaporn Taipjutorus on behalf of the President of RMUTP, Associate Professor Supatra Kosaiyakanont.

3. Coordination of this Memorandum of Understanding

- 3.1 The parties to this Memorandum of Understanding will, within three months from the signing of the Memorandum, each designate a key contact person who will take responsibility for development and achievement of the Objectives of this Memorandum, and when mutually agreed, the development of the separate Agreements mentioned in Clause 2.2 above.
- 3.2 Initiatives under this Memorandum for Massey will be coordinated through the Office of the appropriate Pro Vice-Chancellor and Massey International Office, and for RMUTP through Dr Widchaporn Taipjutorus.
- 3.3 Key contact persons should serve a term similar to the term of this Memorandum, as specified in Clause 4.1 below.

4. Terms and Conditions of this Memorandum

- 4.1 The term of this Memorandum shall be five (5) years from the date of the last signature, on the understanding that subject to revision or renewal it may be renewed for a further five (5) years upon each expiry by mutual agreement between the signatories to the Memorandum, or their nominees.
- 4.2 Either party may terminate this Memorandum at any time by giving not less than six months' notice in writing, though such action will only be taken after mutual consultation at no less than Pro Vice-Chancellor/Vice-President for Academic and International Affairs.

5. Financial Matters Relating to this Memorandum

- 5.1 Unless otherwise agreed, each party shall be responsible for its own financial contributions during the implementation of this Memorandum.
- 5.2 In the case of Massey, the financial responsibility will be under its own resources.
- 5.3 In the case of RMUTP, the financial responsibility will be under its own resources.

6. Disclaimer

6.1 Nothing shall diminish the full autonomy of either party, nor will any constraints or financial obligations be imposed by either party upon the other in carrying out this Memorandum.

6.2 The parties agree that this Memorandum is not binding and will act only as an interim understanding until further Agreements are reached for the separate activities identified within this Memorandum. this Memorandum of Understanding was executed on the date IN WITNESS WHEREOF written below. Signed for and on behalf of **MASSEY UNIVERSITY** Hon. Steve Maharey Vice Chancellor BKauncof Dee Witnessed by: 12 september 2014 Date: upaka Kosayahanon. Signed for and on behalf of **RAJAMANGALA UNIVERSITY OF TECHNOLOGY** Phra Nakhon, Thailand Associate Professor Dr Supatra Kosaiyakanont President (N. Arparate 23 February 2015 Witnessed by:

Date: