# Memorandum of Understanding ("MoU")

BETWEEN:

Name:

Robert Bosch Limited

Address:

FYI Center Tower1, 4th Floor, 2525 Rama IV Road, Klong Toei,

Klong Toei, Bangkok 10110

- hereinafter referred to as "Bosch Rexroth Thailand"

AND:

Name:

Rajamangala University of Technology Phra Nakhon

Address:

399 Samsen Road, Vachira Phayaban, Dusit, Bangkok 10300

- hereinafter referred to as "RMUTP".

Bosch Rexroth Thailand and RMUTP are hereinafter collectively referred to as "the Parties".

This MOU contains a statement of preliminary understandings between Bosch Rexroth Thailand and RMUTP. However, Bosch Rexroth Thailand and RMUTP recognize, acknowledge and confirm that substantial, significant and material terms and conditions of a future cooperation agreement remain to be negotiated, that thus this MOU does not represent, reflect or constitute an enforceable agreement between Bosch Rexroth Thailand and RMUTP, and that the parties' investigations into various material matters and discussions have not been completed.

- 1. RMUTP and Bosch Rexroth Thailand consider to co-operate in the fields of education, research and recruitment as described below.
- 2. The Parties' current understanding is that a possible future agreement should, provided that agreement is reached between the Parties regarding matters brought up by either Party in the course of the discussions, reflect in particular the following:
  - a. Promoting internships for RMUTP students in the Bachelor Program/ Master Program

Bosch Rexroth Thailand will intake and offer vocational internships to RMUTP students. Internships will be for a period of at least 3 months and up to maximum of 9 months according to Bosch Rexroth Thailand internship policy. RMUTP will post the Bosch Rexroth Thailand internship offers on their webpage and conduct a pre-selection among the applicants. The final decision on awarding an internship will be made by Bosch Rexroth Thailand.

## b. Promoting company-related degree work/ thesis work

Bosch Rexroth Thailand will advocate company-related degree work/ thesis work as follows:

Upon the recommendation of RMUTP lecturers/professors, Bosch Rexroth Thailand will be assisting RMUTP students in carrying out thesis work at the companies' plants/ offices and supervising the students during this period.

Bosch Rexroth Thailand will enjoy the privilege to suggest to RMUTP lecturers/ professors specific topics for company-related degree work in line with its scope of business and corporate development. Bosch Rexroth Thailand will be entitled to receive 3 copies of the final thesis.

Should the thesis work touch upon sensitive issues related to development strategies and innovation, both RMUTP and Bosch Rexroth Thailand will guarantee the discretion of all factors involved in order to preserve maximum confidentiality.

#### c. Facilitating visits to company plants

RMUTP will identify the students and teachers from RMUTP for a company visit. Bosch Rexroth Thailand will host students and provide a plant tour and company visit for them to learn about Bosch Rexroth Thailand working environment. External visitors will not be able to enter restricted areas or approach to confidential information/ data in the workplace. RMUTP will propose the schedule of a visit and Bosch Rexroth Thailand will make confirmation upon the company's business schedule.

## d. Promoting research cooperation with RMUTP

RMUTP will provide favourable conditions for all forms of mutually beneficial research cooperation. RMUTP lecturers and their teams work at the forefront of technology development and are open to a wide array of research cooperation. RMUTP employs the best lecturers and boasts outstanding PhD students all working in the most modern laboratories. RMUTP is open to contract research on the basis of project proposals specifying personnel and material costs.

## e. Promoting sponsoring activities

Bosch Rexroth Thailand will consider sponsoring and donations such as:

donating scholarships

f. Facilitating sharing of information about Bosch Rexroth Thailand activities

#### RMUTP will:

- provide Bosch Rexroth Thailand with the opportunity to present regular guest lectures on selected fields of interest to both the university and Bosch Rexroth Thailand;
- Organize speeches given by Bosch Rexroth Thailand representatives with an aim to presenting specific company work styles, products, organization etc. as well as informing the academic community about specific company needs with regard to job positions, or the company's assessment of the state of economic development in their relevant fields.
- g. Each Party will bear its own costs for the activities mentioned above, unless otherwise agreed in writing between the Parties.
- 3. Any public announcement or disclosure to third parties about the existence of this MOU, its subject matter, the fact that discussions are on-going between the Parties, the content of the said discussions or the possibility of a future agreement shall require a prior written agreement between the Parties. Any mention from either Party of information, images, names or services of the other Party shall require that other Party's prior written agreement.
- 4. Should RMUTP propose to enter into discussions with a third party to co-operate in a field substantially similar to the activities mentioned above, RMUTP shall notify Bosch Rexroth Thailand in writing in advance.
- 5. This MOU shall not be deemed to create a joint venture or partnership between the Parties.
- 6. This MOU outlines the preliminary understandings and the current intentions of the Parties with respect to the activities described, but in no way gives rise to any legal obligations. The Parties acknowledge and confirm that this MOU does not establish any kind of liability of either Party for any direct or indirect, consequential, incidental or economic damages or losses (e.g. damages for loss of business profits, business interruption, loss of business information, and the like) or any punitive damages arising out or related to this MOU, and that thus, regarding the performance or non-performance of this MOU, no claims for damages, losses, compensation for expenses or investments or any other claims can be based on this MOU.
- 7. It is further clarified that this MOU in no way binds any Party to take any step or enter into any document in relation to the defined activities. Either Party may cease discussions at any time at its absolute discretion. A decision of either Party not to enter into any further agreement or to withdraw from further discussions or negotiations under this MOU will not create any liability for the said party.

8. This MOU may only be amended, supplemented or modified by another document signed by both parties.

IN WITNESS WHEREOF, the Parties have signed this MOU this day of: 16/11/16

Name: Assoc. Prof. Supatrá Kosaiyakanont

Designation: President

For:

Rajamangala University of Technology Phra Nakhon

Mame: Joseph Hong

Designation: Managing Director

Robert Bosch Limited

Name: Asst. Prof. Saharat Wongsisa Designation: Vice-President for Planning

and Infrastructure

For:

Rajamangala University of Technology Phra Nakhon

Name:

Lafrs Langner Designation: General Manager

For:

Bosch Rexroth Thailand