



## MEMORANDUM OF UNDERSTANDING BETWEEN

**LINCOLN UNIVERSITY  
CHRISTCHURCH, NEW ZEALAND**

**AND**

**RAJAMANGALA UNIVERSITY OF TECHNOLOGY THANYABURI  
(RMUTT), THAILAND**

### **1. PARTIES TO THE AGREEMENT**

- 1.1 **Lincoln University** of New Zealand, a body corporate under the Lincoln University Act 1961 hereinafter referred to as “Lincoln” and
- 1.2 **Rajamangala University of Technology Thanyaburi (RMUTT)**, Thailand, hereinafter referred to as “RMUTT”

### **2. PRINCIPLES OF AGREEMENT**

- 2.1 Lincoln University and RMUTT agree that they share common interests and that there will be mutual benefit from close collaboration in training, research, programme development and the exchange of staff and academic property, and study abroad opportunities for students.
- 2.2 All articles of the agreement will have respect for the character, organisation, available resources, the corporate planning processes and legislative requirements of each of the two organisations.

### **3. GENERAL AREAS OF CO-OPERATION**

Lincoln University and RMUTT agree that subject to the availability of resources and the approval of both parties, and satisfying the statutory education and immigration requirements of each institution and their country, the following activities will be considered:

- 3.1 Staff development focusing on the training of lecturers and researchers in related fields.
- 3.2 Collaborative research projects requiring the support of project leaders who can work closely with research staff in Thailand.

- 3.3 Postgraduate study at Lincoln University focusing on PhD programs.
- 3.4 Provision of developmental assistance in learning and teaching programs at RMUTT by visiting academics from Lincoln University, as well as research in fields of mutual interest.
- 3.5 Study abroad opportunities for students.
- 3.6 Twinning programmes for students.

#### **4. OTHER PROVISIONS TO THIS AGREEMENT**

- 4.1 **Agreements**  
The terms of cooperation for each specific activity implemented under this Memorandum of Understanding (MOU), including any financial and quality assurance aspects, shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.
- 4.2 **Intellectual Property (IP)**  
Each party to this MOU shall own the intellectual property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this MOU. IP conceived or first reduced to practice jointly by employees or agents of both parties shall be jointly owned.
- 4.3 **Non-Discrimination**  
Specifically, both institutions agree not to discriminate against any person affected by the activities of the MOU because of age, ancestry, colour, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran/military status.
- 4.4 **Indemnification**  
RMUTT and Lincoln University shall each indemnify and hold harmless the other, its officers, agents, and employees, for any and all liability, damages and costs attributable to the negligent acts or omissions of the indemnifying party, its officers, agents and employees while acting in the scope of their employment, and in furtherance of activities described in this MOU.
- 4.5 **Use of Name/Logo/Crest**  
Any use of the name Lincoln University including any of its constituent centres or programs, or Lincoln related logos or crest in advertisements, publications or notices relating in any way to the activities described in this MOU shall be subject to the prior written approval of Lincoln University in advance of any proposed use.
- 4.6 **Conduct**  
Staff and students must abide by the laws of the host country affecting foreign nationals, and by the rules and regulations of the host university.

- 4.7 **Quality Assurance**  
RMUTT agrees to participate in any academic review, inspection or audit of this agreement and the activities covered in this agreement should that be required by the New Zealand Ministry of Education and its agencies.
- 4.8 **Applicable Law**  
This MOU and subsequent project agreements shall be governed and construed under the laws of New Zealand and Thailand.
- 4.9 **Assignment and sub-contracting**  
Neither party shall, without the prior written consent of the other, assign or sub-let the whole or any part of the services which it is to undertake pursuant to this Agreement.
- 4.10 **Enforcement**  
The parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MOU informally and within an appropriate time frame not exceeding 3-months.
- In the event that informal attempts at resolution are not successful the parties agree to resort to the courts of New Zealand to pursue any claim related to activities described in this MOU or any subsequent Project Agreement.
- All communications to this agreement must be made available to either party in official English.
- 4.11 **Access to the Agreement**  
Each party to the agreement will ensure that the MOU is protected and stored in an accessible place for inspection without charge by any public officer and or staff member of the respective partner.
- 4.12 **Non-Assignment**  
Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

## **5. TERM OF AGREEMENT**

This agreement is enforced for a period of 3 years. It will be reviewed annually by the designated officers listed under Section 6. of this agreement, to ensure mutual goals and the terms and conditions of the MOU are satisfactorily met. Either party has the right to terminate the agreement by giving 8 weeks notice in writing with accompanying translation, if any of the clauses of the agreement are breached or neglected.

SIGNED ON BEHALF OF

Lincoln University

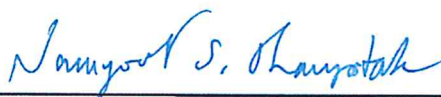


Professor Chris Kirk  
Deputy Vice-Chancellor

Date: 21 June 2008

SIGNED ON BEHALF OF

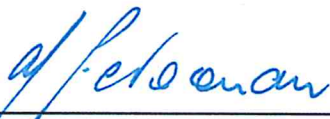
Rajamangala University of Technology  
Thanyaburi



Assoc. Prof. Numyoot Songthanapitak  
President

Date: 21 June 2008

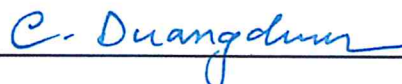
WITNESSED BY



Dr Mike Noonan  
Senior Lecturer

Date: 21 June 2008

WITNESSED BY



Assoc. Prof. Churairat Duangduen  
Vice-President, RMUTT

Date: 21 June 2008

## **6. DESIGNEE/NOTICE**

The below named individuals have been designated as representatives of the respective parties responsible for the development and coordination of the specific activities contemplated by this MOU.

### **For Lincoln University**

#### **Academic Representative:**

Name: Michael Noonan Title: Dr  
Street Address: Ellesmere Junction Road/Springs Road, Lincoln, Canterbury  
Telephone Number: +64 3 325 2811 Ext 8195  
Fax Number: +64 3 325 2965  
Email: noonan@lincoln.ac.nz

#### **Deputy Academic Representative:**

Name: Chris Kirk Title: Deputy Vice Chancellor  
Street Address: Ellesmere Junction Road/Springs Road, Lincoln, Canterbury  
Telephone Number: +64 3 325 3878  
Fax Number: +64 3 325 2965  
Email: kirkc@lincoln.ac.nz

#### **Student Administration Representative:**

Name: (Mr) Julian Becker Title: International Regional Manager  
(Country Manager – Thailand)  
Street Address: Ellesmere Junction Road/Springs Road, Lincoln, Canterbury  
Telephone Number: +64 3 325 3838 Ext: 7634  
Fax Number: +64 3 325 3840  
Email: beckerj2@lincoln.ac.nz

## **For Rajamangala University of Technology Thanyaburi, Thailand**

### **Academic Representative:**

Name: Churairat Duangduen                      Title: Vice President (Academic and Research)

Street Address: RMUTT, Rangsit-Nakorn Nayok Rd.

Klong 6, Pathumthani 12110 Thailand

Telephone Number: +66 2549 3006

Fax Number: +66 2577 2357

Email:

### **Deputy Academic Representative:**

Name: Charoen Charoenchai                      Title: Dean of Home Economics Technology

Street Address: RMUTT, Rangsit-Nakorn Nayok Rd.

Klong 6, Pathumthani 12110 Thailand

Telephone Number: +66 2549 3151

Fax Number: +66 2577 2358

Email: charoen\_c@rmutt.ac.th

### **Student Administration Representative:**

Name: Paiboon Saiyawong                      Title: Director of Student Development

Street Address: RMUTT, Rangsit-Nakorn Nayok Rd.

Klong 6, Pathumthani 12110 Thailand

Telephone Number: +66 2549 3021

Fax Number: +66 2577 2357

Email:

All notices hereunder should be directed to the above named persons unless another addressee is hereinafter designated by written notice.