

Dated this 12th day of March 2012

Between

NANYANG POLYTECHNIC INTERNATIONAL PTE LTD

And

RAJAMANGALA UNIVERSITY OF TECHNOLOGY

MEMORANDUM OF UNDERSTANDING

in respect of Temasek Foundation – Nanyang Polytechnic International –
Technical and Vocational Education & Training (TVET) Project in Thailand

This **MEMORANDUM OF UNDERSTANDING** is made on 15th day of February 2012

BETWEEN:

(A) **NANYANG POLYTECHNIC INTERNATIONAL PTE LTD**

AND

(B) **RAJAMANGALA UNIVERSITY OF TECHNOLOGY**

(each being referred to herein as a "**Party**" and collectively as the "**Parties**").

WHEREAS:

- (A) Temasek Foundation CLG Limited (hereinafter referred to as "**Temasek Foundation**") will partner Nanyang Polytechnic International Pte Ltd (hereinafter referred to as "**Nanyang Polytechnic International**" or "**NYPi**") to implement the "Temasek Foundation – Nanyang Polytechnic International Programme to develop technical and vocational education and training capability and capacity for the Office of Higher Education Commission ((hereinafter referred to as OHEC), Ministry of Education, Thailand and **Rajamangala University Of Technology** (hereinafter referred to as **RMUT**)" (hereinafter referred to as the "**Programme**"). NYPi intends to work with the Nanyang Polytechnic (hereinafter referred to as "**NYP**") in implementing the Programme.
- (B) NYPi, together with RMUT have decided to enter into this Memorandum of Understanding (hereinafter referred to as "**MOU**") in respect of the Programme, which sets out certain key understandings between the Parties. Unless otherwise stated, the terms of this MOU shall be a **NON-BINDING INDICATIVE PROPOSAL** and is not entered into or written as a formal or legal agreement, but only a definite expression and record of the purpose and intention of the Parties to which they each honourably pledge themselves with the fullest confidence that it will be carried through by each other.

The Parties HEREBY AGREE as follows:

1. The Programme will be implemented over a period in 2012.
2. The **Rajamangala University of Technology Thanyaburi** (hereinafter referred to as **RMUTT**) undertakes to be the coordinator (hereinafter referred to as "**Co-ordinator**") for the Programme on behalf of the institutions (attached herein as **Annex A**) as participating organisations (hereinafter referred to as "**Participating Organisations**") in the Programme. As Co-ordinator for the Programme, **RMUTT** undertakes:

- a. to procure that it shall perform all obligations set out in this MOU ("**Co-ordinator Duties**");
 - b. to be the channel of communication between NYPi and the Participating Organisations; and
 - c. that notwithstanding the delegation of any Co-ordinator Duties, the obligation to perform such Co-ordinator Duties rests with **RMUT** solely.
3. The Programme is intended to help **RMUT** to enhance the standard of technical and technological training capability and capacity in Thailand for 160 officials, senior management and specialist teachers ("**Participants**"). The Participants will undergo the following:
 - a. one (1) one-week Senior Management Programme in Singapore in First Quarter 2012 for 12 senior officials from Thailand and the Participating Organisations to provide them with an overview of Singapore's and NYP's technical manpower training and development; The Participants will include Programme Directors / Officials / Principals/ Coordinator of OHEC and **RMUT**.
 - b. two (2) two-week Executive Programmes in First Quarter 2012 aimed at providing 40 Participants with an overview of Singapore's and NYP's technical manpower training and development and help them better manage a modern technical education institution and develop relevant and useful programmes for the industry.
 - c. three (3) six-week Specialist Teachers Training Programmes in Mechatronics, Electronics and Computer Numerical Control Technology in Third and Fourth Quarters in 2012 for 72 Specialist Teachers who are responsible for planning and running related courses with the aim to help them deepen and widen their expertise and thereby enabling them to better develop training programmes that will meet industry needs.
4. **RMUT** undertakes to provide adequate information about the Programme to potential Participants and to send the stated number of Participants for each and every training course set out in Clause 3 above. It shall ensure that these Participants are adequately qualified in accordance with the standards set out in Clause 3 for their respective training courses, and that the Participants sent by **RMUT** shall participate diligently and enthusiastically in the training.
5. **RMUT** undertakes that it shall not, and shall procure that the Participants sent by **RMUT** shall not, while they are involved in the Programme in Singapore:
 - a. be involved in any political and religious activities, including lobbying for various causes or interest groups;
 - b. be involved in any activities that are against the law; or
 - c. engage in any form of employment or trade for profit or gain.

6. **RMUT** undertakes that it shall inform NYPi immediately in writing upon any significant changes in its organisation and in the team working together with NYPi on the Programme.
7. **RMUT** undertakes that it shall be responsible for:
 - a. arranging and bearing all costs relating to the logistics and activities in Thailand which are necessary for the smooth, proper and efficient running of the Programme;
 - b. arranging and ensuring provision for travel and insurance expenses of the Participants under the Programme;
 - c. obtaining sufficient insurance coverage to meet any and all obligations which might be incurred by the Participants in the Programme under their individual letters of indemnity (attached herein as **Annex B**), and **RMUT** under their deed of indemnity (attached herein as **Annex C**), and paying all premiums for such insurance promptly;
 - d. arranging and bearing all costs relating to the suitable English language training for the Participants in the Programme;
 - e. arranging and bearing all costs relating to the publicity and media events for the Programme in Thailand;
 - f. arranging the on-site programme review(s) in Thailand about six (6) months after completion of the last training course to review the results of the output and outcomes agreed by the Parties;
 - g. setting up a programme management office to handle the selection of participants, application forms, review and co-ordination of all outputs and outcomes prior to the on-site programme review; and
 - h. ensuring that the Participants are medically fit and providing completed application forms eight (8) weeks prior to commencement of the courses.
8. NYPi undertakes that it shall provide and procure accommodation for the Participants in the Programme in NYP's apartments or such other suitable locations.
9. **RMUT** further undertakes that it shall submit to NYPi any information requested by NYPi or Temasek Foundation in respect of its organisation and the Programme within a reasonable time from receipt of such request.
10. All records and supporting documents pertaining to the Programme shall be retained by **RMUT** for audit purposes for two (2) years after the completion of the Programme.

11. The Parties shall undertake to protect all Confidential Information (as defined below) from disclosure to any third parties except that any Party may make such disclosure in accordance with the terms of this MOU.

The Parties agree that the term "**Confidential Information**" shall include, without limitation:

- a. any information or materials provided by any Party directly or indirectly in relation to the Programme and this MOU;
- b. all Intellectual Property (as defined in Clause 13 below); and
- c. any other communications and all information and materials marked "confidential" or is by its nature intended to be for the recipient alone.


The Parties agree that this Clause 11 shall survive termination of this MOU, without limit in point of time except and until such Confidential Information is required to be disclosed by law or enters into the public domain through no breach of obligation under this Clause 11 by any of the Parties, whereupon to the extent that it is public, the obligation shall cease.

12. Any press release or public announcement relating to this MOU, the Programme or any agreement or transaction contemplated under this MOU shall first be reviewed and approved by all the Parties.
13. All existing intellectual property of any Party disclosed or obtained in the course of negotiation of this MOU and the conduct of the Programme thereunder (the "**Intellectual Property**") shall remain the exclusive property of that Party and the other Parties shall not use, and shall procure that its licensees do not use, any of such Intellectual Property otherwise than for the purpose of the Programme and in accordance with terms of the Programme.
14. NYPi reserves the sole and absolute right to terminate or vary the terms of the Programme and this MOU if, in NYPi's sole and absolute opinion, at any point during the implementation or operation of the Programme:
 - a. the Programme is unable to meet the objectives or meet the output and outcome requirements agreed by the Parties; or
 - b. **RMUT** has failed to comply with any of the terms and conditions set out in this MOU.
15. For the avoidance of doubt, nothing in this MOU shall be construed as a joint venture or partnership between the Parties and neither of the Parties shall present itself as a representative, agent or partner of the other Party nor do any act or thing which might result in any third party believing that it has authority to contract or in any way enter into commitments on behalf or in the name of the other Party.

16. RMUT agrees to indemnify NYPi and NYP against all claims of whatsoever nature made by whomsoever against NYPi and NYP and all costs arising out of or in connection with the Programme or with this MOU.
17. The terms and conditions of this MOU may be varied from time to time by mutual consent of the Parties and any variation thereof shall be made in writing by the Parties.
18. Save as expressly provided in this MOU, a person who is not party to this MOU has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of this MOU.
19. Notwithstanding anything in this MOU, the Parties hereby agree that Clauses 2, 3, 5, 7(c), 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 shall possess full force and effect to bind the Parties.
20. This MOU shall be governed by and construed in accordance with the laws of the Republic of Singapore and the Parties shall submit to the non-exclusive jurisdiction of the courts in Singapore in the event of legal proceedings instituted by any Party.
21. In the event of any dispute, claim, question, alleged breach or disagreement as to any matter arising out of or relating to or in connection with this MOU, the Parties agree that they will attempt to resolve such difference expeditiously and amicably without recourse to litigation or any legal process, and that they will thereafter abide by their agreed course of action. If the Parties are unable to agree to a course of action within two (2) weeks from the date of first discussion or such longer period as the Parties may agree, any Party may terminate this MOU immediately by written notice to the other without prejudice to their accrued rights up to the point of termination, which may now be enforced by recourse to legal process.
22. This MOU (including, for the avoidance of doubt, Annex B and Annex C) sets forth the entire agreement and understanding between the Parties in connection with the matters deal with and described herein and no Party has relied on any oral or written representation made to it by any other Party.

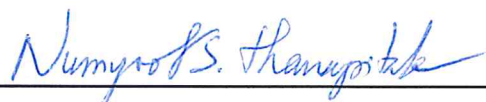
Now the Parties confirm their understanding as set out in this MOU by signing below:

Signed for and on behalf of
NANYANG POLYTECHNIC INTERNATIONAL PTE LTD

Signature :  _____

Name : Mr. Lin Cheng Ton
Designation : Chief Executive Officer

Signed for and on behalf of
RAJAMANGALA UNIVERSITY OF TECHNOLOGY

Signature :  _____

Name : Assoc. Prof. Numyoot Songthanapitak, Ph.D
Designation : Chairman of the Presidents of RMUT

Annex A

	Participating Organization/Center	No of Centers	Institution Responsible/ Officer in Charge	Senior Mgt	VP& HOD 1	VP & HOD 2	TOT Mecha- tronics	TOT Electronics	TOT CNC	Total no. of participants per organisation
1	Ministry of Education Office of the Higher Education Commission	1	MOE OHEC's Personnel TBD	2	-	-	-	-	-	2
2	Rajamangala University of Technology Thanyaburi (RMUTT)	1	Assistant to the President	2	3	2	3	3	3	16
3	Rajamangala University of Technology Suvarnabhumi, (RMUTS)	1	Vice president Academic	1	2	3	3	3	2	14
4	Rajamangala University of Technology Krung Thep, (RMUTK)		Vice president Academic	1	2	2	3	3	3	14
5	Rajamangala University of Technology Rattanakosin, (RMUTR)	1	Vice president Academic	1	3	2	2	3	2	13
6	Rajamangala University of Technology Phra Nakhon, (RMUTP)	1	Vice president Academic	1	2	2	2	3	3	13
7	Rajamangala University of Technology Tawan-ok, (RMUTT0)	1	Vice president Academic	1	2	2	2	2	2	11
8	Rajamangala University of Technology Lanna, (RMUTL)	1	Vice president Academic	1	2	3	3	2	3	14
9	Rajamangala University of Technology Isan (RMUTI)	1	Vice president Academic	1	2	2	3	2	3	13
10	Rajamangala University of Technology Srivijaya (RMUTSV)	1	Vice president Academic	1	2	2	3	3	3	14
	TOTAL	10 institutions		12 pax	20 pax	20 pax	24 pax	24 pax	24 pax	124 pax

To: NYP and NYPi

Dear Sirs,

LETTER OF INDEMNITY

In consideration of your allowing me to do my training with NYP and NYPi in Singapore, I _____, Passport Number _____ of _____ hereby covenant that I shall be personally liable for and shall fully indemnify NYP and NYPi against all liabilities, claims, losses, demands, damages, actions, suits, proceedings, costs or expenses whatsoever arising under any statute or at common law which may be made or taken against NYP or NYPi or incurred or become payable by NYP or NYPi in respect of:

- (i) any medical illness, personal injury (whether fatal or otherwise) to or the death of any person;
- (ii) any damage whatsoever to any property, real or personal;
- (iii) my engagement in any political and religious activities, including lobbying for various causes or interest groups, involvement in any activities that are against the law or engagement in any form of employment or trade for profit or gain; or
- (iv) my breach of any of the terms and conditions of the MOU between NYPi, RMUT or any other rules and requirements set by NYP and NYPi during the course of my training with NYP or NYPi for the duration of my stay in Singapore.

For the avoidance of doubt, terms defined and references construed in the MOU shall have the same meanings and constructions in this Letter of Indemnity.

Dated this _____ day of _____ 2011

Signed by _____
(Signature of Participant) (Name of Participant)

in the presence of

(Signature of witness) (Name & designation of witness)

Passport Number:
Address:

DEED OF INDEMNITY

THIS DEED dated the _____ day of 2012

For the avoidance of doubt, terms defined and references construed in the MOU shall have the same meanings and constructions in this Deed of Indemnity.

In consideration of the obligations undertaken by NYP and NYPi under the Programme set out in the MOU, RMUT hereby covenants to fully indemnify NYP and NYPi against and save them harmless from all liabilities, claims, losses, demands, damages, actions, suits, proceedings, costs or expenses whatsoever arising under any statute or at common law which may be made or taken against NYP or NYPi or incurred or become payable by NYP or NYPi in respect of:

- (i) any medical illness, personal injury (whether fatal or otherwise) to or the death of any person;
- (ii) any damage whatsoever to any property, real or personal;
- (iii) the engagement of any of the participants in political and religious activities, including lobbying for various causes or interest groups, involvement in any activities that are against the law or engagement in any form of employment or trade for profit or gain; or
- (iv) the breach by RMUT or any of the Participants of any of the terms and conditions of the MOU, the Programme or any rules and requirements set by NYP or NYPi during:
 - a. the Programme;
 - b. any Participants' training with NYP or NYPi;
 - c. any Participants' stay in Singapore; or
 - d. any longer period of time by which the Parties are bound by the terms of the MOU.

This Deed of Indemnity shall be binding on and enure for the benefit of each of NYP and NYPi's successors and assigns.

IN WITNESS WHEREOF this Deed of Indemnity has been executed on the date and year first above written.

Signed Sealed and Delivered by

Numyoot S. Manapatitak

Name : Assoc. Prof. Numyoot Songthanapitak, Ph.D
Designation : Chairman of the Presidents of RMUT

For and on behalf of Rajamangala University of Technology

in the presence of

Supatara Popvang

(Signature of witness)

Asst. Prof. Supatara Popvang, Ph.D

(Name & designation of witness)

Passport Number: *F436259*

Address: *Office of the President*

Rajamangala University of Technology Thanyaburi (RMUTT)

Rangsit-Nakorn Nayok Rd., Pathom Thani, 12110, Thailand

Vice President RMUTT