

Agreement

Between

Rajamangala Universities of Technology
Represented by
Assoc. Prof. Prasert Pinpathomrat, Ph. D., President

And



The Association of IUT Directors (hereinafter referred to as "ASSODIUT" and/or "IUT")
Represented by Dr. Guillaume Bordry, President

This agreement is made and entered into as of this day of, 2014

PRELIMINARY STATEMENT

This agreement sets the framework for receiving RMUT scholarship recipients within the IUT network for the academic years 2014 to 2017.

Both parties will co-operate in order to afford the recipients with the best opportunities of learning to successfully graduate from IUTs.

The Student preparation program aims at providing training, tutoring and supervision of Thai students within the IUT Network.

Therefore, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement the parties agree as follows:

ARTICLE 1: PROGRAMME SCHEDULE

The programme is based on the following successive steps:

1. Selection and linguistic training in Thailand.
2. Enrolment in the IUTs Science and Technology Preparatory programme (hereafter called DU PFST), an eight-month preparatory programme that last from November 2014 to July 2015. This programme may be prolonged for 800 more hours from September 2015 to June 2016, should there be students who fail to pass the DU PFST exam in June 2015.
3. Enrolment in the IUT two-year Diploma programme, (Diplome universitaire de technologie, hereafter called DUT) starting in September and finishing in June two years later.
4. Subsequent enrolment into a Bachelor where applicable.

ARTICLE 2: STUDENT RECRUITMENT IN THAILAND

Representatives of both parties shall meet to discuss possible enhancement to the recruitment criteria of the program. RMUT will submit list of selected students.

In order to enhance the students' success, representatives of ASSODIUT are involved in their recruitment.

ARTICLE 3: LINGUISTIC AND SCIENTIFIC TRAINING IN FRANCE

ASSODIUT will set up a linguistic and scientific preparatory training programme (*DU PFST*) for recipients of the RMUT scholarships.

The *DU PFST* shall be held in the premises of an IUT. It will consist in 800 hours of linguistic and scientific training and will include cultural activities.

Each student shall be given individual supervision and tutoring to enhance his chances of success.

ARTICLE 4: ACCEPTANCE INTO A IUT DEPARTMENT

Students who have graduated in the *DU PFST* shall be admitted to the first year of *DUT* in a predefined *host IUT* to study in a mutually agreed department.

ARTICLE 5: STUDENT FOLLOW UP COMMITTEE

For students registered at *DUT*-Level, beginning in the academic year 2015-2016, ASSODIUT shall set up a Follow-Up Committee consisting of one representative of ASSODIUT and RMUT.

The Committee will meet at the end of each semester in January and late June.

The Committee shall work to enhance the success of students in the programme by monitoring their progress and implementing individual supervision, support and adapted tutoring.

To that effect, ASSODIUT will provide RMUT with the students' academic reports at the time they are made available by the host IUTs (usually late January and early July of each academic year).

ARTICLE 6: RÔLE OF THE HOST IUT

For students registered at *DUT*-Level, beginning in the academic year 2015-2016 or 2016-2017, the host IUT shall:

- enrol the student in one of its departments;
- appoint a guardian who shall be the contact point for the students' academic supervision;
- report on the student's progress; and
- set up the necessary supervision and tutoring as decided by the Follow-Up Committee

ARTICLE 7: ASSODIUT LIAISON OFFICER

ASSODIUT shall appoint an administrative Liaison Officer taken from its staff.

The Liaison Officer shall:

- oversee all procedures concerning the students' arrival in France, including transfer from the airport, accommodation and liaison with the host IUT, and
- convene the Follow-Up Committee and prepare its work.

ARTICLE 8: FUNDING

Funding will be organised as set out in Annex 1 (Financial Schedule) in Euros.

RMUT will pay ASSODIUT monies towards:

- tuition fees for *DU PFST*
- tutoring and monitoring of students

Payment of the first year shall be completed after the student has obtained the necessary travel documents and visas and, in all cases, upon the students arrival in France. (November)

Payment of subsequent years in the programme shall be completed in one instalment before the 31 December of each Academic year.

ARTICLE 9: FEES TO THE HOST IUT PAYABLE BY STUDENTS

Each year, students will pay University enrolment and administration fees, student medical cover, and additional health insurance, third-party liability insurance directly to their university registrar (*Service de la scolarité*).

RMUT will make it its priority that students are provided with enough monies to meet these expenses.

ARTICLE 10: LIVING EXPENSES

Each host IUT will organise its students' accommodation. All fees, rents and deposits will be paid directly by students to the rental or accommodation office. The rent amount shall no be higher than 400 € per month. When entering their accommodation, students will have to pay the equivalent of 2 months' rent for deposit plus the first month's rent.

RMUT will make it its priority that students are provided with enough living allowance to meet these expenses

ARTICLE 11: TERMS OF AGREEMENT

This agreement is signed for a first period of three (3) years (November 2014 to August 2017). It is renewable by written agreement between the parties at least three (3) months before the end date thereof.

ARTICLE 12: TERMINATION

A) RMUT shall have the right, at any time and for any reason notwithstanding the absence of any breach or default on the part of IUT to terminate this agreement upon fifteen (15) days written notice to the IUT. In the event of such termination, RMUT shall pay IUT in accordance with the provision of this agreement for only those services performed prior to the effective date of such termination. Any such termination of the agreement by RMUT shall not operate to terminate the IUT's liabilities set forth in this agreement for services performed prior to termination.

The termination procedure is initiated by registered letter with acknowledgement of receipt or equivalent by either or the two parties. Should the acknowledgment notice not received within 15 days from receiving the registered letter, the termination notice will be considered acknowledged and accepted.

In the case of termination of the agreement, all the eligible costs incurred by IUT will be paid, up to the termination date. Any remaining amount will be transferred to RMUT account.

B) In addition to its rights and options, to be exercised at its discretion voluntarily to terminate this agreement, RMUT shall also have the right to terminate this agreement if at any time the IUT shall abandon its duties or obligations hereunder for a period of fifteen (15) days.

ARTICLE 13 – MISCELLANEOUS

13.1 – Agreement Annexes

All the annexes form an integral part of this agreement.

13.2 – RMUT Representative

It is up to RMUT to inform IUT about the representative authorized to follow the students' programmes and give instructions. RMUT shall officially inform IUT about any change.

13.3 – Arbitration

In the event of any dispute between the parties to this agreement, in any matter arising from the interpretation or the execution of the agreement and where such dispute is not resolved amicably within 30 days from the date upon which one party has given written notice of the dispute to the other party, then the matter shall be resolved by three arbitrators, who shall be fluent in English, before the International Chamber of Commerce in accordance with the rules of the said ICC. The parties shall agree to the arbitrators to be appointed, however, if within thirty (30) days the parties fail to agree on the arbitrator to be appointed, the arbitrator shall be appointed by the ICC. The arbitration shall be fully conducted in the English language. The resulting arbitral award shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof.

ARTICLE 14– CONFIDENTIALITY

This agreement and its annexes shall not be disclosed to the students in order to avoid any problem resulting in the interpretation or the execution of the agreement.

Signed in Thailand

Date: 9 December 2014

For RMUT

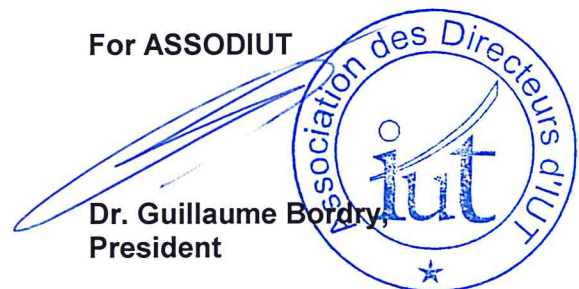


Assoc. Prof. Prasert Pinpathomrat, Ph. D.
President

Signed in Paris

Date: 15 JAN. 2015

For ASSODIUT



The stamp is circular with a blue border. The text 'Association des Directeurs d'IUT' is written around the inner edge. In the center, there is a stylized logo with the letters 'iut' and a star below it.

Dr. Guillaume Bordry,
President