

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**RAJAMANGALA UNIVERSITY OF TECHNOLOGY THANYABURI**

**AND**

**SINGAPORE POLYTECHNIC**

**AND**

**SINGAPORE POLYTECHNIC INTERNATIONAL**

**CONCERNING**

**COOPERATION IN**

**SOCIAL INNOVATION PROJECTS (SIP)**

**BANGKOK, THAILAND**

**This Memorandum of Understanding** (hereinafter referred to as “this MoU”) is made on this 6<sup>th</sup> day of February 2015;

Between

**Rajamangala University of Technology Thanyaburi, Thailand** (hereinafter referred to as ‘RMUTT’), having its registered address at 39 Village No. 1, Rangsit-nakornnayok Road, Klong 6, Thanyaburi, Pathumthani, Thailand 12110;

And

**Singapore Polytechnic** (hereinafter referred to as SP), having its registered address at 500 Dover Road, Singapore 139651:

And

**Singapore Polytechnic International PTE LTD** (hereinafter referred to as ‘SPI’), a wholly owned company of SP having its registered address at 500 Dover Road (T11C32), Singapore 139651;

RMUTT and SPI hereinafter collectively referred to as the “Parties” and individually as a “Party”;

The Parties wish to create a Social Innovation Project (SIP), called Learning Express Bangkok (LeX Bangkok (RMUTT)) in Bangkok anchored with Design Thinking Pedagogy (which is part of the Conceive-Design-Implement-Operate (CDIO) Framework) to achieve the following:

1. Build links between people (students and academic staff) internationally;
2. Help local communities by solving local issues using Design Thinking and the domain knowledge of the students;
3. Provide students with authentic learning with real issues and problems;

4. Expose students to different cultures and train students to be 'World Ready' by working jointly with international students;
5. Become the link to industry to commercialise the student developed solutions for the mutual benefit of the industry and community
6. Create a LeX community of educators across the Southeast Asian region.

The parties have agreed as follows:

## **1. OBJECTIVE**

The Parties intend to jointly implement the LeX Bangkok (RMUTT) projects.

## **2. SCOPE OF COOPERATION**

- 2.1. RMUTT shall provide the following:

### Component 1: Manpower

- 2.1.1. Nominate three lecturers who, subject to SP's vetting, will be trained for two weeks to facilitate and run the LeX Bangkok (RMUTT) project. These lecturers will be expected to run at least two LeX Bangkok (RMUTT) programmes per year for a period of three years;

### Component 2: Student Participation

- 2.1.2. Nominate matching number of RMUTT students to international students, up to 25 students or whichever is lower. Targeted students per run are 50 – 60 students in total;

### Component 3: Logistical Support

2.1.3. Provide logistical requirements as follows and any other that will be necessary to execute the project including:

- Accommodation
- Transportation
- Meals
- University Venue Support
- A Coordinator;

### Component 4: Communities & Recce

2.1.4. Locate suitable local communities for the LeX Bangkok (RMUTT) project and assist in joint recce trips with SPI to ascertain the suitability of the communities;

### Component 5: Continuation of projects to solution stage

2.1.5. The outcome solutions of the LeX Bangkok (RMUTT) project to be continued as follows:

- Converted into student projects to be implemented with the communities or/and
- Work with industries to fully develop the solutions arising from the LeX Bangkok (RMUTT) project.

### Component 6: Establish a Management Sub-Committee

2.1.6. Establish a RMUTT Sub-Committee to manage and review the LeX Bangkok (RMUTT) programme.

2.1.7. The key representatives of the RMUTT sub- committee members will participate as members of the Regional LeX Main Committee in the annual LeX Programme review.

2.2. SP & SPI shall provide the following:

2.2.1. Train up to eight RMUTT lecturers to become Design Thinking and LeX certified facilitators. The cost of training will be borne by Singapore Polytechnic International;

2.2.2. International students (including Singapore Polytechnic's) for LeX participation;

2.2.3. Funding for the running of LeX Bangkok (RMUTT) including all logistics provision as indicated under Item 2.1 Component 3 – Logistical Support.

2.2.4. Funding for the following:

- Joint Annual LeX Conference for partners to participate
- Learning Express Website to share knowledge and upload information

2.2.5. Special rates to take part in other LeX Programmes for RMUTT students

2.2.6. Sponsorship for participation of Learning Express Singapore for RMUTT students. The numbers of students who may be sponsored will be determined when the programmes become available.

2.3. Programme Audit

2.3.1. SP and SPI reserve the right to audit the implementation of this programme and the facilitators who are assisting in the programme.



### **3. New LeX Bangkok (RMUTT) Programmes**

- 3.1 RMUTT may initiate new LeX Bangkok (RMUTT) programmes. However it must seek the express permission of SP or SPI before implementing any such new programme/s. Approval is subject to the new programme/s meeting the requirements of the LeX Framework. A copy of the LeX Framework is attached to this MoU for easy reference. (Please note that the LeX Framework is subject to annual reviews and may be altered in consultation with all LeX community of educators and any new LeX programme must meet the requirements of the latest LeX Framework))
- 3.2 RMUTT shall invite and allow students from SP and students from other LeX community of educators to participate in any new LeX Bangkok (RMUTT) programme/s.
- 3.3 SP and SPI reserve the right to audit the implementation of any new LeX programmes initiated by RMUTT so as to ensure quality and consistency of LeX programmes.

### **4. CONFIDENTIAL INFORMATION**

- 4.1 During the term of this MoU, either party hereto (the “Disclosing Party”) may disclose to the other (the “Receiving Party”) information including, but not limited to, plans, ideas, operations, processes, intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities, business affairs and/or technical activities (hereinafter called “Confidential Information”).

- 4.2 The Receiving Party agrees to the terms and conditions set out in the Confidentiality and Non-Disclosure Agreement in Annex A to this MoU. In particular the attention of the partner institution is drawn to its obligations under the Personal Data Protection Act 2012 of Singapore.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1 All existing intellectual property rights, including but not limited to, patents, copyrights, trademarks (whether registered or unregistered), designs, processes, know how, functional specifications or other information shall remain the exclusive property of the Party owning or disclosing the same.
- 5.2 The “Learning Express”, the LeX logo and trademark shall remain the property of SP and SPI. The aforesaid logo and trademark cannot be used in any form and on any collateral including websites whether in print, digital or in any manner or form whatsoever without the express permission of SP and SPI.
- 5.3 RMUTT acknowledges that \*SP and SPI's materials are vested, and shall remain vested, in SPI. SPI acknowledges that in the course of providing the services SP and SPI may use products, materials and methodologies proprietary to RMUTT or its Affiliates. SP and SPI agrees that it shall not acquire any rights in those proprietary products, materials and methodologies whether under this agreement or otherwise.
- 5.4 All Intellectual Property Rights in the \*Project Materials, whether on the date of receipt of the Project Materials or anytime thereafter, shall belong exclusively to SP and SPI and shall vest in SP and SPI unconditionally and immediately on the Project Materials having been created, developed, written or prepared. Notwithstanding the forgoing, RMUTT and its Affiliates

are licensed to use the Project Materials within the scope and *terms* of this MoU.

5.5 During the term of this MoU there may be derivative works created based upon the Project Materials and SP and SPI's Materials that might include customised case studies and group study exercises that are about or are directly related to RMUTT. These RMUTT related derivative works will be owned by RMUTT.

5.6 Any intellectual property rights resulting from work carried out through the joint efforts shall be owned by all parties.

*\*SP & SPI's materials and Project Materials refer to materials provided by SP and SPI in the course of training and related to CDIO/ Design Thinking.*

## **6. NO AGENCY OR PARTNERSHIP**

Nothing in this MoU shall constitute or be construed as establishing a partnership or agency between SP or SPI and RMUTT for any purpose whatsoever.

## **7. NO EXCLUSIVITY RESTRICTIONS**

This MoU does not subject either Party to any exclusivity restrictions and in particular the Parties reserve their rights to enter into similar arrangements, agreements or contracts with any other party or parties without prior consultation or consent from the other Party.

## **8. SETTLEMENT OF DIFFERENCES**

8.1 Any differences arising out of the interpretation or implementation of this MoU shall be resolved amicably through consultation and/or negotiation between the Parties.



- 8.2 This Agreement shall be governed and construed in accordance with Singapore Law and both Parties hereby submit to the exclusive jurisdiction of the Singapore Courts.

## **9. AMENDMENT**

This MoU may be amended at any time by mutual written consent. Such amendment shall enter into force on such date as may be determined by the Parties and shall form an integral part of this MoU.

## **10. DURATION AND TERMINATION**

- 10.1 This MoU shall be valid for a period of five years from the date of signing of this MoU. Thereafter, all parties shall review the objectives set out in this MoU and may extend it on such terms as shall be mutually agreed upon.
- 10.2 At the end of the three year period, this MoU shall be automatically extended and shall continue to be in force for another two years unless one of the parties gives to the other parties not less than six months' prior written notice of its intention to terminate this MoU.
- 10.3 This MoU may be terminated by any Party giving not less than six months prior notice in writing to the other Parties.
- 10.4 The termination of this MoU shall not affect the validity and duration of any ongoing action plan, projects, programmes until the completion of such projects, and programmes.

SIGNED by  
For and behalf of  
**RAJAMANGALA UNIVERSITY OF TECHNOLOGY THANYABURI**

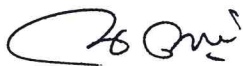


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**ASSOC. PROF. PRASERT PINPATHOMRAT, PH.D.**  
President  
Rajamangala University Of Technology Thanyaburi

In the presence of



.....  
**ASST. PROF. SOMMAI PIVSA-ART, PH.D.**  
Vice President in Academic Affairs and Research  
Rajamangala University Of Technology Thanyaburi



.....  
**ASSOC. PROF. NATHA KUPTASTHIEN, PH.D.**  
Assistant to President  
Rajamangala University Of Technology Thanyaburi

SIGNED by  
For and behalf of  
**SINGAPORE POLYTECHNIC**



.....  
**HEE JOO LIANG**  
Deputy Principal, Development  
Singapore Polytechnic

In the presence of

.....  
**HELENE LEONG-~~WEE~~ KWEE HUAY**  
Director, Department of Educational Development  
Singapore Polytechnic

SIGNED by  
For and behalf of  
**SINGAPORE POLYTECHNIC INTERNATIONAL**

.....  
**LEE LECK SENG**  
General Manager  
Singapore Polytechnic International

In the presence of

.....  
**SIEW CHIH WEE**  
Manager, Global Learning Programme  
Singapore Polytechnic International