



Memorandum of understanding

Between

OFO Thai Co., Ltd. and Rajamangala University of Technology Thanyaburi

This memorandum of understanding is created at Rajamangala University of Technology Thanyaburi located at address no. 39 Village no.1 Khlong Hok Sub-district, Khlong Luang, Patthumthani Province, 12110 on the date of 14 February 2018

This is between OFO Thai Co., Ltd., by Mr. Noppol Toochinda as General Manager, OFO Thailand who has the authority to sign on behalf of OFO Thai Co., Ltd. according to power attorney on date 20 November 2017 which the details are in the attachment 1, located at address no 689 Bhiraaj Tower at EmQuartier, 30th floor, Sukhumvit 35 street, Khlong Ton Nuea Sub-district, Watthana District, Bangkok which hereinafter, this will be referred as to “OFO” as a party

and Rajamangala University of Technology Thanyaburi, by Associate Professor Prasert Pinpathomrat as the president of the university who has the authority to sign on behalf of Rajamangala University of Technology Thanyaburi according to the announcement of Office of the Prime Minister relating to the subject of appointment of the president of Rajamangala University of Technology Thanyaburi by which the details are in the attachment 2, located at address no. 39, Village no. 1, Khlong Hok, Khlong Luang, Patthumthani Province, 12110 which hereinafter will be referred as to “RMUTT” as the other party.

Both parties agree to create the memorandum of understanding with the details as follows.

No 1. Purpose of the cooperation

Both parties agree to work together to push forward the Bike Sharing service in the university to promote, support, campaign, encourage, communicate, publicize, and work together to promote bicycle usage in everyday life and to facilitate the students’ transportation inside the university to be more convenient and easier.

No 2. Scope of the cooperation

- 2.1 OFO will supply 1,500 bicycles for RMUTT.
- 2.2 Both parties agree to push forward the creation of Bike Sharing project in the university.
- 2.3 Both parties will work together to push forward, promote, support, campaign, encourage, communicate, publicize, and work together to promote bicycle usage in everyday life.

2.4 Both parties shall work together to create learning process of students, people, and traffic users in the local area to acknowledge and realize about the share rights and traffic usage inside the university.

2.5 To create activities relating to marketing and create encouragement to promote bicycle usage for transportation in everyday life for recreation and study.

2.6 Both parties shall create process to extend the results and push forward bicycle policy to be well known and to further be as a model of a green university.

2.7 Both parties will work together to oversee the orderliness and pay attention to prevent misuse and prohibit bicycle usage outside of the area except a permission is received from OFO.

No 3. Duration of this cooperation

This memorandum of understanding has the duration of 3 (three) years from January 1st, 2018 to December 31st, 2020. However, an agreement to extend the duration of this memorandum of understanding can be made according to the suitability by agreement of both parties.

No 4. Expense and budget

This memorandum of understanding does not create obligation relating to finance, budget, and other obligations from both parties. If any operation causes the mentioned obligation, it must be operated according the principle, method, and procedure of both parties.

Service cost of Bike Sharing is 5 baht per 30 minutes by which OFO will charge from the users directly starting from April 1st, 2018 onward.

No 5. Tools, equipment, and materials

For the tools, equipment, and materials of both parties that are purchased with their budget to be used for the operation under this memorandum of understanding, they have the right to create a mark on the mentioned tools, equipment, and materials and it is considered that they are assets of that party. However, in case that the tool or equipment of any party is deteriorated, it is considered that the maintenance including the expense is the responsibility of that party.

No 6. Publicization of the cooperation

The publicization of advertisement or providing news relating to the operation or result of the operation under this memorandum of understanding is to be according to the agreement of each project depending on each case.

No 7. Coordinator

Both parties agree to appoint personnel from each party to act as the coordinator for the operation under this memorandum of understanding.

OFO : Kawin Sinsirigul 094-778-7766

RMUTT : Mano Suwannakam 081-347-7924

No 8. Transfer of rights and duties

Each party shall not transfer the right and duty according to this memorandum of understanding to other persons except the approval in writing is given from the other party.

In case that a party has a necessity to cease the cooperation, the other party can continue the operation and/or proceed to find an additional operator for the project.

No 9. Confidentiality

Both parties agree to maintain confidential information of the other party that is received to be confidential and shall not disclose, distribute or act in any way that a third party can know the confidential information in which a damage may be arisen to the party owning the confidential information.

The confidentiality according to the first paragraph is still in effect for two more years after this memorandum of understanding is finished or this memorandum of understanding is canceled prior to the due time. If any party wish to disclose the confidential information prior to the due time, an approval in writing from the party that owns the information must be received in advance.

No 10. Amendment of the memorandum of understanding

If any party wish to amend, add, or change the details in this memorandum of understanding, this must be informed in writing in advance by not less than 30 (thirty) days and when both parties agree for the amendment, addition, or change of this memorandum, a record of the amendment, addition, or change must be made, and it will be in effect from the date which every party signs in the record of the amendment, addition, or change.

No 11. The cancelation of this memorandum of understanding

Both parties agree that this memorandum of understanding may ended prior to the due time according to No 3, if any party request to cancel this memorandum of understanding on the part of that party by informing in writing to the other party by not less than 30 days.

The end of this memorandum of understanding on any case shall not be resulted in cancellation of a project that is already operated or is in the process under this memorandum of understanding.

No. 12 Communication

Any communication or transfer of any existing document to other parties in places specified in this memorandum of understanding is considered to be a rightful transfer and is considered that the other party is already acknowledged from the date of that communication or document.

No 13. Attachment at the back of the agreement

The following attachments are considered to be a part of this agreement

(1) Attachment 1, power of attorney on the date of 20 November 2017

(2) Attachment 2, announcement of the office of the prime minister on the subject of appointing the president of Rajamangala University of Technology Thanyaburi.

This memorandum of understanding is created into 2 copies with exact details by which both parties have read and understood thoroughly. Therefore, the signatures and seal (if any) are given in front of witness whereof. A copy is hold by each party.

OFO Thai Co., Ltd.

Rajamangala University of Technology Thanyaburi



Signature.....

(Mr. Noppol Toochinda)


General Manager



Signature

(Associate Professor Prasert Pinpathomrat)

President of Rajamangala University
of Technology Thanyaburi

Signature .....

(Mr. Kavin Sinsirigul)

Witness

Signature .....

(Manee Suwannakarn)

Witness