



## **MEMORANDUM OF UNDERSTANDING**

between

**MASSEY UNIVERSITY**

New Zealand

and

**KHON KAEN UNIVERSITY**

Thailand

It is the desire of the parties named herein that a Memorandum of Understanding ('Memorandum') be formalised based on the headings set out below:

**Parties:**

Massey University of New Zealand, a body corporate established under the Massey University Act 1963, and the Education Act 1989, 'Massey'.

Khon Kaen University of Thailand hereinafter referred as 'KKU'.

**1. Statement of Purpose**

- 1.1 Massey and KKU recognise that they have many interests in common and that there will be mutual benefits from collaboration and co-operation.
- 1.2 Massey and KKU wish to formalise and standardise the relationship between the two parties in order to provide consistency, and a focal point, for the preparation and administration of programmes for collaboration and co-operation.
- 1.3 This Memorandum provides the mechanism through which the expressed intent of the parties can be realised.

**2. Objectives**

- 2.1 The areas for potential collaboration and co-operation have been identified as, but not limited to, the following activities:
  - Collaborative teaching activities
  - Distance education
  - Participation in seminars and academic meetings
  - Exchanges of publications, academic materials and other information
  - Student study abroad programmes
  - Student pathway arrangements
  - Student articulation
  - Postgraduate research internships
  - Professional development
  - Collaborative research in public health
  - Other collaborative activities by agreement in writing
- 2.2 Each mutually identified and agreed activity shall be covered by a separate Agreement where required. The terms and conditions under which a specific programme or activity will be undertaken will be documented in writing, separately to this Memorandum before the initiation of any programme. Any separate Agreement will include, but not be limited to, intellectual property matters and financial arrangements.
- 2.3 The separate Agreements must have the formal approval of the Vice-Chancellor or his/her delegate at Massey and the President or his/her delegate at KKU.

### **3. Coordination of this Memorandum**

- 3.1 The parties to this Memorandum will, within three months from the signing of the Memorandum, each designate a key contact person who will take responsibility for development and achievement of the Objectives of this Memorandum, and when agreed, the development of the separate Agreements mentioned in Clause 2.2 above.
- 3.2 Initiatives under this Memorandum for Massey will be coordinated through the Office of the appropriate Pro Vice-Chancellor and Massey International Office, and for KKU through the International Relations Division.
- 3.3 Key contact persons should serve a term similar to the term of this Memorandum, as specified in Clause 4.1 below.

### **4. Terms and Conditions of this Memorandum**

- 4.1 The term of this Memorandum shall be five (5) years from the date of the last signature, on the understanding that subject to revision or renewal it may be renewed for a further five (5) years upon each expiry by agreement between the signatories to the Memorandum, or their nominees.
- 4.2 Either party may terminate this Memorandum at any time by giving not less than six months' notice in writing, though such action will only be taken after consultation at no less than Assistant Vice-Chancellor or Pro Vice-Chancellor/the President level or between their delegates.

### **5. Financial Matters Relating to this Memorandum**

- 5.1 Unless otherwise agreed, each party shall be responsible for its own financial contributions during the implementation of this Memorandum.
- 5.2 In the case of Massey, the financial responsibility will be under its own resources.
- 5.3 In the case of KKU, the financial responsibility will be under its own resources.

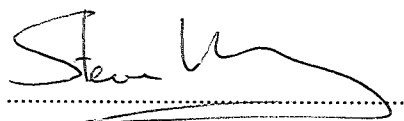
### **6. Disclaimer**

- 6.1 Nothing shall diminish the full autonomy of either party, nor will any constraints or financial obligations be imposed by either party upon the other in carrying out this Memorandum.

6.2 The parties agree that this Memorandum is not binding and will act only as an interim understanding until further Agreements are reached for the separate activities identified within this Memorandum.

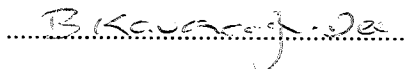
**IN WITNESS WHEREOF** this Memorandum of Understanding was executed on the date written below.

Signed for and on behalf of  
**MASSEY UNIVERSITY**



Hon. Steve Maharey  
Vice-Chancellor

Witnessed by:



Date:

21 August 2015


Address in Full: MASSEY UNIVERSITY  
PRIVATE BAG 11222  
TENNENT DRIVE  
PALMERSTON NORTH 4442  
NEW ZEALAND  
Tel: +64-6-3569099  
Fax: +64-6-3505673

Signed for and on behalf of  
**KHON KAEN UNIVERSITY**



Kittichai Triratanasirichai  
President

Witnessed by:



Date:

21 August 2015

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