



KKU Ref: 0514.1.11.1/ 4751

June 11, 2008

Prof. Dr. Ian Warrington
Acting Vice-Chancellor
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Dear Prof. Dr. Ian Warrington,

Thank you for your letter of May 9, 2008 prompting for the renewal of the Memorandum of Understanding between our two institutions. As you outline in your letter, there are significant activities between institutions here in Thailand, and Massey University. For Khon Kaen University in particular, the collaboration and exchanges have been very beneficial, especially in the area of staff training.

We would very much appreciate extending the period of our agreement for a further five years to continue the fruitful exchanges that have to date proved very effective, and to revisit our situation again in five years. With the expansion of programs, staff roles and research here at Khon Kaen University, there is much potential to increase the current level of collaboration and exchange between our two institutions.

I thank you very much for your kind attention in this matter and look forward to hearing from you at your convenience. I also wish you an enjoyable and successful time during your stewardship of your excellent university.

Sincerely yours,

Prof. Dr. Sumon Sakolchai
President
Khon Kaen University

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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 be formalised based on the headings set out below:

1. Parties to the Understanding

- 1.1 Massey University of Palmerston North, New Zealand, a body corporate established under the Massey University Act 1963, and the Education Amendment Act 1990, hereinafter referred to as 'Massey'.
- 1.2 Khon Kaen University hereinafter referred to as 'KKU'.

2. Statement of Purpose

- 2.1 Massey and KKU recognise that they have many interests in common and that there will be mutual benefits from collaboration and co-operation.
- 2.2 Massey and KKU wished to formalise and standardise the relationship between them in order to provide consistency, and a focal point, for the preparation and administration of programmes for collaboration and co-operation, and to this end a Memorandum of Understanding was entered into on 18 November 1997.
- 2.3 The Parties wish to renew this relationship, and therefore to sign a new Memorandum of Understanding.

3. Objectives

3.1 The Subject Areas

The subject areas for collaboration and co-operation have been identified as, but not limited to, the following activities:

- Agriculture and Horticulture
- Agro-industry technologies (i.e., food technologies)
- Biotechnology

- Environmental technology and engineering
- English language
- Health sciences
- Manufacturing, industrial and production technologies
- Nursing studies

3.2 Possible activities for collaboration and co-operation include:

- shared supervision of postgraduate students and technical trainees
- exchange of students
- exchange of staff
- development of joint research programmes
- joint publication of scientific papers
- collaboration in the preparation of applications for contracts in consultancy, research and extension projects

3.3 Each mutually identified and agreed activity shall be covered by a separate Agreement which will be a subset of this Memorandum.

3.4 The separate Agreements must have the formal approval of the Vice-Chancellor and President of Massey and the President of KKU.

4. Co-ordination of this Memorandum of Understanding

4.1 A Joint Management Committee (JMC) will be appointed within three months from the signing of this Memorandum to oversee the development and achievement of the Objectives of this Memorandum, including, when mutually agreed, the development of the separate Agreements mentioned in Clause 3.2 above. The responsibilities of the JMC are outlined in Clause 6 below.

4.2 The membership of this JMC should comprise equal numbers from each institution:

- a. no more than two members from Massey appointed by the Pro Vice-Chancellor of the College of Sciences;
- b. no more than two members from KKU appointed by the President;
- c. a Chairperson from a. or b. to be mutually agreed.

The members should serve a term similar to the term of this Memorandum, as specified in Clause 5.1 below.

5. Terms and Conditions of this Memorandum

5.1 The term of this Memorandum should be five years from the date of signing in the first instance.

- 5.2 This Memorandum is subject to revision or renewal by mutual written agreement between the signatories to this Memorandum, or their nominees.
- 5.3 Either party may terminate this Memorandum at any time by giving six months' notice in writing, though such action will only be taken after mutual consultation at no less than Pro Vice-Chancellor/Dean level.

6. Administration of this Memorandum

- 6.1 Contacts between members of the JMC are to be maintained by correspondence under the responsibility of the Chairperson.
- 6.2 The JMC will submit an annual progress report to the Pro Vice-Chancellor of Massey and the President of KKU.
- 6.3 Specifically, the JMC's main responsibility is to identify the activities outlined in Clause 3.1 above, and develop appropriate Agreements that can be submitted to the Vice-Chancellor and President of Massey and the President of KKU for approval.

7. Financial Matters Relating to this Memorandum

- 7.1 Unless otherwise agreed, each party shall be responsible for its own financial contributions during the implementation of this Memorandum.
- 7.2 In the case of Massey, the financial responsibility will be under the Pro Vice-Chancellor of the College of Sciences.
- 7.3 In the case of KKU, the financial responsibility will be under its own resources.

8. Disclaimer

- 8.1 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.
- 8.2 The parties agree that this Memorandum will act only as an interim understanding until further Agreements are reached for the separate activities identified within this Memorandum. Such Agreements must have the full approval of the Governing Bodies of both parties before they are effective.

9. **NOTWITHSTANDING** the signatories herein, the final acceptance of this Agreement is subject to ratification by the Governing Bodies of the Parties.

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

Signed for and on behalf of)
MASSEY UNIVERSITY)

.....


Professor Judith Kinnear
Vice-Chancellor and President

Witnessed by:

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Date:

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5.12.03

Signed for and on behalf of)
KHON KAEN UNIVERSITY)

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Associate Prof. Sumon Sakolchai
President

Witnessed by:

.....


Date:

.....
3/11/03