

MEMORANDUM OF UNDERSTANDING

between

MASSEY UNIVERSITY
New Zealand

and

KHON KAEN UNIVERSITY
Thailand

1. PARTIES

- 1.1 Massey University, a body corporate under the Massey University Act 1963 and the Education Amendment Act 1990, acting through its College of Sciences, hereafter designated Massey.
- 1.2 Khon Kaen University of Thailand, hereafter designated KKU.

2. INTRODUCTION

- 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 The Thai Ministry of University Affairs, hereafter designated the Ministry, has a programme for university staff development in, inter alia, agro-industry technologies, health sciences and English language training.

Massey has a Memorandum of Understanding with the Ministry (Annex 1), hence Massey is considered by the Ministry an appropriate institution to provide staff development programmes for Thai universities.
- 2.3 It is KKU's long term goal to offer degree programmes, both at undergraduate and postgraduate levels, to students from the Indo-China region. In order to do this, KKU is seeking support from Massey to assist in its staff development programme. To this end, KKU has approval for funding from the Ministry to train thirty staff per year to PhD level over the next ten years.
- 2.4 This Memorandum provides the mechanism through which the staff development objectives of KKU can be formalised.

3. OBJECTIVES

3.1 Staff Development

The subject areas for staff development have been identified as, but not limited to

- agro-industry technologies
- biotechnology
- environmental technology and engineering
- English language
- health sciences
- manufacturing, industrial and production technology
- nursing studies.

Massey and KCU both have expertise in these sectors of interest, and see mutual advantage in pursuing collaboration and co-operation. This will involve sharing supervision of postgraduate students and technical trainees from KCU.

3.2 Other Areas of Collaboration

Notwithstanding Clause 3.1 above, other areas of interest for possible collaboration are listed below.

- (a) Development of joint research programmes.
- (b) Joint publications of scientific papers.
- (c) Collaboration in applications for contracts in consultancy and extension projects in the development of agricultural and technological systems.
- (d) Organisation of joint conferences and seminars.
- (e) Exchange of staff, both academic and non-academic.
- (f) Cross crediting of selected Massey papers by KCU.

4. CO-ORDINATION OF MEMORANDUM OF UNDERSTANDING

4.1 A Joint Management Group (JMG) will be appointed within three months from the signing of this Memorandum to oversee the development of this Memorandum of Understanding and the achieving of its objectives.

4.2 The membership of the JMG should comprise:

- (a) Two members from Massey appointed by the Vice-Chancellor.
- (b) Two members from KCU appointed by the President.
- (c) A Chairperson from (a) or (b) to be mutually agreed.

4.3 The immediate terms of reference for the JMG should be:

- (a) To identify the subject areas for staff development to PhD level.
- (b) To identify the number of KKU staff required, and available, for training in each subject area over the next five years.
- (c) To determine, for each subject area, whether joint supervision at PhD level is feasible (i.e., the availability of supervisors at KKU).
- (d) To develop a mutually agreeable training schedule covering staff development programmes for KKU at Massey over the next five years.
- (e) To draft, based upon the staff training schedule, a staff training agreement, to be signed by the parties within twelve months from the signing of this Memorandum.

4.4 Contact between members of the Group is to be maintained by correspondence and is under the responsibility of the Chairperson, who will prepare a progress report of activities to be submitted to the respective Chief Executive Officers (CEOs) of Massey and KKU, twelve months after the signing of this Memorandum.

4.5 Notwithstanding Clause 4.3 above, the other terms of reference for the JMG should be to develop procedures and to make recommendations to the appropriate governing bodies for the Objectives as outlined in Clause 3.2 above. Each activity, so mutually agreed, should be covered by a separate Agreement which will be a subset of this Memorandum.

5. TERMS OF THIS MEMORANDUM

5.1 The term of Memorandum shall be for two years from the date of signing.

5.2 This Memorandum is subject to revision or renewal by mutual agreement.

5.3 Either party may terminate this Memorandum at any time by giving six months' notice in writing, although such action will only be taken after mutual consultation at no less than CEO level.

5.4 Unless otherwise agreed upon, each party shall be responsible for its own financial contributions for activities agreed upon under this Memorandum.

6. DISCLAIMER

- 6.1 The parties expressly disclaim all liabilities expressed or implied for all the activities under this Memorandum.
- 6.2 Nothing shall diminish the full autonomy of either party, nor will any constraints or financial obligations be imposed by either upon the other in carrying out this Memorandum.
- 6.3 The parties agree that this Memorandum of Understanding is not legally enforceable, but will only act as an interim understanding until a further agreement is reached for separate activities identified under this Memorandum.

7. **NOTWITHSTANDING** the signatories herein the final acceptance of this Memorandum 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
KHON KAEN UNIVERSITY

Witnessed by:

Date:

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Shuman Schiller. IN THE BAYONET
(see y. Weibman's)
Nov. 18, 97

Signed for and on behalf of
MASSEY UNIVERSITY

Witnessed by:

Date:

James A. McWha
Professor James A. McWha
Vice-Chancellor and President
Alex L.
18th November 1997