

MEMORANDUM OF UNDERSTANDING

between

MASSEY UNIVERSITY
New Zealand

and
PRINCE OF SONGKLA 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 Prince of Songkla University, hereinafter referred to as 'PSU'.

2. Statement of Purpose

- 2.1 Massey and PSU recognise that they have many interests in common and that there will be mutual benefits from collaboration and co-operation.
- 2.2 Massey and PSU 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.
- 2.3 This Memorandum provides the mechanism through which the expressed intent of the parties can be realised.

3. Objectives

3.1 The Subject Areas

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

Examples:

- Exchange of existing staff
- Joint research and teaching activities
- Participation in seminars and academic meetings
- Exchange of publications, academic materials and other information
- Internships
- Joint quality assurance benchmarking.

3.2 Each mutually identified and agreed activity, shall be covered by a separate Agreement which will be an annex to this Memorandum. The terms and conditions under which a specific programme and activity shall be undertaken under the terms of this Memorandum, and any necessary financial arrangements to facilitate these, will be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular programme or activity.

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

4. Co-ordination of this Memorandum of Understanding

4.1 The parties to this Memorandum of Understanding 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 mutually agreed, the development of the separate Agreements mentioned in Clause 3.2 above.

4.2 Initiatives under this Memorandum for Massey will be coordinated through the Office of the Assistant Vice-Chancellor Academic and International, and for PSU through the Office of the Vice-President for Outreach and International Affairs.

4.3 Key contact persons 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 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 upon each expiry by mutual agreement between the signatories to the Memorandum, or their nominees.

5.2 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 mutual consultation at no less than Assistant Vice-Chancellor/Vice President level.

6. Financial Matters Relating to this Memorandum

6.1 Unless otherwise agreed, each party shall be responsible for its own financial contributions during the implementation of this Memorandum.

6.2 In the case of Massey, the financial responsibility will be under its own resources.

6.3 In the case of PSU, the financial responsibility will be under its own resources.

7. Disclaimer

7.1 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.

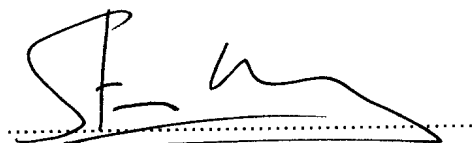
7.2 The parties agree that this Memorandum will act only as an interim understanding until further Agreements are reached for the separate activities identified within this Memorandum.

8. 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
MASSEY UNIVERSITY

)
)



Hon. Steve Maharey
Vice-Chancellor

Witnessed by:

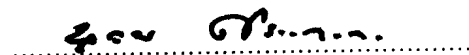


Date:

6 October 2011

Signed for and on behalf of
PRINCE OF SONGKLA UNIVERSITY

)



Assoc. Prof. Dr. Boonsom Siribumrungsukha
President

Witnessed by:



Date:

20 May 2011