



**SINGAPORE
POLYTECHNIC**



**MEMORANDUM OF UNDERSTANDING
BETWEEN
RAJAMANGALA UNIVERSITY OF TECHNOLOGY
AND
SINGAPORE POLYTECHNIC**

CONCERNING

**CONCEIVE, DESIGN, IMPLEMENT, AND OPERATE (CDIO) FRAMEWORK FOR ENGINEERING
EDUCATION FOR RAJAMANGALA UNIVERSITY OF TECHNOLOGY PROGRAMME**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “**this MoU**”) is made on this 4 day of July 2016;

BETWEEN

SINGAPORE POLYTECHNIC (hereinafter referred to as ‘**SP**’), through **Singapore Polytechnic International PTE LTD**, having its registered address at 500 Dover Road, Singapore 139651;

AND

RAJAMANGALA UNIVERSITY OF TECHNOLOGY THANYABURI (hereinafter referred to as ‘**RMUTT**’),
RAJAMANGALA UNIVERSITY OF TECHNOLOGY LANNA (hereinafter referred to as ‘**RMUTL**’),
RAJAMANGALA UNIVERSITY OF TECHNOLOGY KRUNGTHAP (hereinafter referred to as ‘**RMUTK**’),
RAJAMANGALA UNIVERSITY OF TECHNOLOGY PHRA NAKHON (hereinafter referred to as ‘**RMUTP**’),
and **RAJAMANGALA UNIVERSITY OF TECHNOLOGY ISAN** (hereinafter referred to as ‘**RMUTI**’),
through **RMUTT**, having its registered address at Rangsit-Nakhon Nayok, Pathum Thani, 12110, Thailand;

SP and **RMUTT** hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”;
The Parties wishing to share experiences on engineering education;

1. OBJECTIVE

The Parties intend to jointly implement the Temasek Foundation-Singapore Polytechnic: Advancing CDIO for Rajamangala University of Technology (RMUT) Programme.

2. SCOPE OF COOPERATION

2.1 RMUTT, RMUTL and RMUTK agree to the following:

- 2.1.1 A group of 2 leaders from Office of Higher Education Commission (OHEC) and 18 leaders from RMUTs to attend a 2-day study trip to SP;
- 2.1.2 250 programme participants comprising leaders, educators, programme developers and teaching staff from 9 RMUT universities to attend the 2-day Workshop on Introduction to CDIO (Advanced) Initiative;
- 2.1.3 A selected group of 50 (from RMUTT, RMUTL and RMUTK) out of these 250 programme participants to attend the subsequent workshops including:
 - 2.1.3.1 3-day Mapping CDIO Skillsets;
 - 2.1.3.2 5-day Enhancing CDIO Skillsets;
 - 2.1.3.3 5-day Innovating CDIO Learning and Space
 - 2.1.3.4 5-day Sustaining CDIO Initiative;
- 2.1.4 25 out of the 50 participants are selected to attend the 3-day Master Trainers for CDIO (Advanced) Implementation Workshop in Singapore and the 2-day Process and Experiential Facilitation Skills Workshop in Thailand;
- 2.1.5 To provide SP with the detailed profile of all the programme participants as required by Temasek Foundation;
- 2.1.6 To ensure that the Master Trainers shall design, develop and deliver customized training programmes for another 200 faculty;
- 2.1.7 Ensure that at least one programme in each university is redesigned to incorporate the CDIO (advanced) Approach:
- 2.1.8 To organize and facilitate the implementation of all training workshops in Thailand, including providing travel expenses, accommodation, and meals for all workshop participants, training facilities & equipment, translation & interpretation if necessary, and printing of training materials for the workshops;

2.2 SP agrees to the following:

- 2.2.1 To ensure that the SP trainers design the necessary training content and conduct training workshops for all programme participants and so that they are equipped with the skills & knowledge in CDIO (Advanced) Approach; and train 25 selected participants to become Master Trainers who will carry out cascading training for another 200 programme participants, and guide them in applying CDIO (advanced) Approach to at least one programme in each of the 3 RMUTs;
- 2.2.2 To provide travel expenses for the SP trainers to travel to Thailand to carry out training workshops and follow up activities;
- 2.2.3 To organize the 2-day Study Trip to SP for 20 leaders of OHEC and RMUTs and the 3-day Master Trainers for CDIO (Advanced) Implementation Workshop in Singapore, and provides logistical support including training venue and equipment, airport transfers, refreshments and meals during the workshops in SP etc..

3. CONFIDENTIAL INFORMATION

- 3.1 During the term of this MoU, either party hereto (the "Disclosing Party") may disclose to the other (the "Receiving Party") information including, but not limited to, plans, ideas, operations, processes, intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities, business affairs and/or technical activities (hereinafter called "Confidential Information").
- 3.2 The Receiving Party shall:
 - 3.2.1 disclose the Confidential Information to its officers and employees only to the extent that is required for the carrying out of the objectives under this MoU;
 - 3.2.2 not copy nor reduce to writing Confidential Information except as may be reasonably necessary; and
 - 3.2.3 not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.
- 3.3 The obligations set out above shall not apply to any Confidential Information which:
 - 3.3.1 is in, or comes into, the public domain other than by breach of this MoU;
 - 3.3.2 the Receiving Party can show, was legitimately in its possession prior to receipt from the Disclosing Party;
 - 3.3.3 is properly received by the Receiving Party from a third party who is rightfully in possession of it.

- 3.4 The Receiving Party shall, at the request of the Disclosing Party, or upon termination or expiry of this MoU, return to the Disclosing Party all Confidential Information.
- 3.5 Notwithstanding Clause 3.4, the obligations in Clause 3.2.3 shall survive the termination or expiry of this MoU.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The right, title and interest in any patent, trade mark, registered design, copyright, geographical indication, trade secret, confidential information, or any material, document, curriculum, equipment, doctrine, procedure, specification or any creative work, original expression or technical solution to a problem that is developed in the course of the programme may remain in your organization. Any such Intellectual Property shall be used for purely the purposes of the programme and for associated educational purposes. If there is any profit that is derived from the programme and any associated Intellectual Property, materials or activities, such profit shall be channeled back into the programme for further development of the materials or activities associated with the programme. In any case, no portion of such profit whensoever derived shall be paid or transferred directly or indirectly by way of dividend, bonus or any other form of profit to owners, shareholders, members or persons with similar interest of your organisation or partner organisations save for payment in good faith of reasonable and proper remuneration to your organisation or any officer or employee or contractor of your organisation or partner organisations for services actually rendered in the development and implementation of the programme.
- 4.2 All curriculum materials created pursuant to the programme must include an acknowledgement that they have been produced through a programme in collaboration with Singapore Polytechnic and funded by Temasek Foundation.
- 4.3 All existing intellectual property rights, including but not limited to, patents, copyrights, trademarks (whether registered or unregistered), designs, processes, know how, functional specifications or other information shall remain the exclusive property of the Party owning or disclosing the same.
- 4.4 Any intellectual property rights resulting from work carried out solely by one Party under this MoU shall be owned by that Party.
- 4.5 Any intellectual property rights resulting from work carried out through the joint efforts shall be owned jointly and proportionally to the effort invested.

5. NO AGENCY OR PARTNERSHIP

Nothing in this MoU shall constitute or be construed as establishing a partnership or agency between SP and RMUT for any purpose whatsoever.

6. NO EXCLUSIVITY RESTRICTIONS

This MoU does not subject either Party to any exclusivity restrictions and in particular the Parties reserve their rights to enter into similar arrangements, agreements or contracts with any other party or parties without prior consultation or consent from the other Party.

7. SETTLEMENT OF DIFFERENCES

Any differences arising out of the interpretation or implementation of this MoU shall be resolved amicably through consultation and/or negotiation between the Parties.

8. AMENDMENT

This MoU may be amended at any time by mutual written consent. Such amendment shall enter into force on such date as may be determined by the Parties and shall form an integral part of this MoU.

9. DURATION AND TERMINATION

- 9.1 This MoU shall be valid for a period of three (3) years. Thereafter, both parties shall review the objectives set out in this MoU and may extend it on such terms as shall be mutually agreed upon.
- 9.2 This MoU may be terminated by either Party giving not less than six (6) months prior notice in writing to the other Party.
- 9.3 The termination of this MoU shall not affect the validity and duration of any ongoing action plan, projects, programmes until the completion of such projects, and programmes.

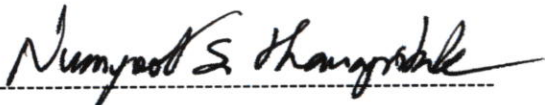
Done in duplicate in Thailand on **4 July 2016** in the English language. All text being equally authentic.

SIGNED by
For and behalf of
RAJAMANGALA UNIVERSITY OF TECHNOLOGY THANYABURI



Assoc. Prof. Prasert Pinpathomrat, Ph. D.
President

SIGNED by
For and behalf of
RAJAMANGALA UNIVERSITY OF TECHNOLOGY LANNA



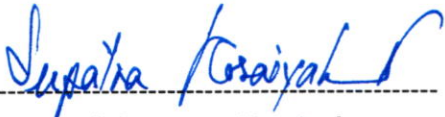
Assoc. Prof. Numyoot Songthanapitak, Ph. D.
President

SIGNED by
For and behalf of
RAJAMANGALA UNIVERSITY OF TECHNOLOGY KRUNGHEP



Dr. Sathit Puttachaiyong
President

SIGNED by
For and behalf of
RAJAMANGALA UNIVERSITY OF TECHNOLOGY PHRA NAKHON



Assoc. Prof. Supatara Kosaiyakanont
President

SIGNED by
For and behalf of
RAJAMANGALA UNIVERSITY OF TECHNOLOGY ISAN



Asst. Prof. Viroj Limkaisang, Ph. D.
President

SIGNED by
For and behalf of
SINGAPORE POLYTECHNIC



TAN CHOON SHIAN
Principal & Chief Executive Officer