



北京交通大学
BEIJING JIAOTONG UNIVERSITY



貴州大學
GUIZHOU UNIVERSITY



MASSEY
UNIVERSITY
TE KUNENGA KI PŌRHIUROA
UNIVERSITY OF NEW ZEALAND

MEMORANDUM OF UNDERSTANDING

between

MASSEY UNIVERSITY

New Zealand

and

BEIJING JIAOTONG UNIVERSITY

People's Republic of China

And

GUIZHOU UNIVERSITY

People's Republic of China

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 that is a University established under the Education Act 1989, 'Massey'.

Beijing Jiaotong University, Beijing, of the People's Republic of China, 'BJTU'.

Guizhou University, Guizhou, of the People's Republic of China, 'GZU'.

1. Statement of Purpose

- 1.1 Massey, BJTU and GZU, recognise that they have many interests in common and that there will be mutual benefits from collaboration and co-operation.
- 1.2 Massey, BJTU and GZU, 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 research activities
 - Collaborative applications for third-party funding
 - Participation in seminars and academic meetings
 - Exchanges of publications, academic materials and other information
 - Exchanges of existing staff
 - Student study abroad programmes
 - 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 Vice President or his/her delegate at BJTU and GZU.

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 Office of Global Engagement, and for BJTU through the Office of international Affairs, and for GZU through the Office of International Relations.
- 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 Deputy Vice-Chancellor or Pro Vice-Chancellor/Vice-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 BJTU, the financial responsibility will be under its own resources.
- 5.4 In the case of GZU, 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

[Redacted signature block for Massey University]

Witnessed by:

[Redacted witness name]

Date:

.....15 February 2022.....

Signed for and on behalf of
BEIJING JIAOTONG UNIVERSITY

[Redacted signature block for Beijing Jiaotong University]

Witnessed by:

[Redacted witness name]

Date:

.....

Signed for and on behalf of
GUIZHOU UNIVERSITY

[Redacted signature block for Guizhou University]

Witnessed by:

[Redacted witness name]

Date:

.....