



BOSCH

Memorandum of Understanding
("MOU")

This MOU is made on _____

BETWEEN:

Name: **Robert Bosch Limited**
Address: FYI Center Tower 1, 4th floor
2525 Rama IV Road, Klong Toei, Klong Toei
Bangkok 10110
Thailand

and

Name: **Bosch Automotive (Thailand) Co. Ltd.**
Address: 7/102 M. 4 (Amata City)
T. Mabyangporn, A.Pluak Daeng
Rayong 21140
Thailand

and

Name: **Robert Bosch Automotive Technologies (Thailand) Co., Ltd.**
Address: 7/102 M. 4 (Amata City)
T. Mabyangporn, A.Pluak Daeng
Rayong 21140
Thailand

- the three of which are hereinafter collectively referred to as "**Bosch**";

AND:

Name: **Naresuan University**
Address: Naresuan University,
99 Moo 9, Phitsanulok-Nakhon Sawan Road, Tha Pho,
Mueang Phitsanulok, Phitsanulok 65000
Thailand

- hereinafter referred to as "**Naresuan**".

Bosch and Naresuan are hereinafter referred to individually as a "**Party**" and jointly as "**the Parties**".

This MOU contains a statement of preliminary understandings between Bosch and Naresuan. However, Bosch and Naresuan recognize, acknowledge and confirm that substantial, significant and material terms and conditions of a future cooperation agreement remain to be negotiated, that thus this MOU does not represent, reflect or constitute an enforceable agreement between Bosch and Naresuan, and that the Parties' investigations into various material matters and discussions have not been completed.

1. Naresuan and Bosch consider to co-operate in the fields of education, research and recruitment as described below.
2. The Parties' current understanding is that a possible future agreement should, provided that agreement is reached between the Parties regarding matters brought up by either Party in the course of the discussions, reflect in particular the following:
 - a. Promoting internships for Naresuan students in the Bachelor/Master/Doctoral Program. Bosch will intake and offer vocational internships to Naresuan students. Internships will be for a period of at least 3 months and up to maximum of 12 months according to Bosch internship policy. Naresuan will post the Bosch internship offers on their webpage and conduct a pre-selection among the applicants. The final decision on awarding an internship will be made by Bosch.
 - b. Promoting company-related degree work/ thesis work

Bosch will advocate company-related degree work/ thesis work as follows:

Upon the recommendation of Naresuan lecturers/professors, Bosch will be assisting Naresuan students in carrying out thesis work at the companies' plants/offices and supervising the students during this period.

Bosch will enjoy the privilege to suggest to Naresuan lecturers/ professors specific topics for company-related degree work in line with its scope of business and corporate development. Bosch will be entitled to receive 3 copies of the final thesis.

Should the thesis work touch upon sensitive issues related to development strategies and innovation, both Naresuan and Bosch will guarantee the discretion of all factors involved in order to preserve maximum confidentiality. To guarantee this, a confidentiality agreement may be required.

c. Facilitating visits to company plants

Naresuan will identify the students and teachers from Naresuan for a company visit. Bosch will host students and provide a plant tour and company visit for them to learn about Bosch's working environment. External visitors will not be able to enter restricted areas or approach to confidential information/ data in the workplace. Naresuan will propose the schedule of a visit and Bosch will make confirmation upon the company's business schedule.

d. Promoting research cooperation with Naresuan

Naresuan will provide favourable conditions for all forms of mutually beneficial research cooperation. Naresuan lecturers and their teams work at the forefront of technology development and are open to a wide array of research cooperation. Naresuan employs the best lecturers and boasts outstanding PhD students all working in the most modern laboratories. Naresuan is open to contract research on the basis of project proposals specifying personnel and material costs.

e. Facilitating sharing of information about Bosch activities

Naresuan will:

- provide Bosch with the opportunity to present regular guest lectures on selected fields of interest to both the university and Bosch;
- organize speeches given by Bosch representatives with an aim to presenting specific company work styles, products, organization etc. as needs informing the academic community about specific company needs with regard to job positions, or the company's assessment of the state of economic development in their relevant fields.

f. Each Party will bear its own costs for the activities mentioned above, unless otherwise agreed in writing between the Parties.

3. Any public announcement or disclosure to third parties about the existence of this MOU and the general fact that discussions are ongoing between the Parties. However, the Parties shall not make any disclosure to third parties about the detailed terms of this MOU, the content of the discussions under this MOU or the possibility of future agreement(s) between the Parties, without prior written consent of the other Parties. Notwithstanding the foregoing, Bosch may make such disclosures to its


associated/affiliated companies. Any mention from either Party of information, images, names or services of the other Party shall require that other Party's prior written consent. Notwithstanding the other paragraphs of this MOU, this paragraph 3 constitutes a binding and enforceable agreement between the Parties.

4. For avoidance of doubt, this MOU does not create a joint venture or partnership between the Parties, neither does it allow either Party to act as a representative or agent of the other Party.
5. This MOU outlines the preliminary understandings and the current intentions of the Parties with respect to the activities described, but in no way gives rise to any legal obligations. The Parties acknowledge and confirm that this MOU does not establish any kind of liability of either Party for any direct or indirect, consequential, incidental or economic damages or losses (e.g. damages for loss of business profits, business interruption, loss of business information, and the like) or any punitive damages arising out or related to this MOU, and that thus, regarding the performance or non-performance of this MOU, no claims for damages, losses, compensation for expenses or investments or any other claims can be based on this MOU.
6. It is further clarified that this MOU in no way binds any Party to take any step or enter into any document in relation to the defined activities. Either Party may cease discussions at any time at its absolute discretion. A decision of either Party not to enter into any further agreement or to withdraw from further discussions or negotiations under this MOU will not create any liability for the said party.
7. Naresuan also agrees and acknowledges that each of the 3 Bosch entities named above enters into this MOU individually and may carry out any activities or exercise any rights under this MOU separately, without any requirement for joint action.
8. This MOU may only be amended, supplemented or modified by another document signed by the parties.
9. This MOU becomes effective as of date of signing by the authorized persons and shall be valid for 3 years.

IN WITNESS WHEREOF, the Parties have signed this MOU on the respective dates set out below, through their duly authorised representatives:


Signed for and on behalf of
ROBERT BOSCH LIMITED

By:

9.10.2020 
Name: Joseph Hong
Designation: Director

Signed for and on behalf of
NARESUAN UNIVERSITY

By:

Aug. 11/2020 
Name: Honorary Prof. Dr. Kanchana Ngourungsi
Designation: President

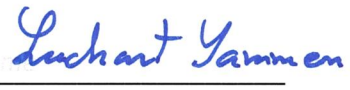
Signed for and on behalf of
ROBERT BOSCH LIMITED

By:

9/10/2020 
Name: Martin Ulrich Knoss
Designation: Director

Signed for and on behalf of
NARESUAN UNIVERSITY

By:

march 1, 2020 
Name: Assoc. Prof. Dr. Suchart Yammen
Designation: Dean, Faculty of Engineering

Signed for and on behalf of
BOSCH AUTOMOTIVE (THAILAND) CO. LTD.

By:

07.10.2020 

Name: Zafer Kara
Designation: Director

Signed for and on behalf of
**ROBERT BOSCH AUTOMOTIVE TECHNOLOGIES
(THAILAND) CO., LTD.**

By:

9/10/20 

Name: Martin Ulrich Knoss
Designation: Director

Signed for and on behalf of
BOSCH AUTOMOTIVE (THAILAND) CO. LTD.

By:

9.10.2020 

Name: Joseph Hong
Designation: Director

Signed for and on behalf of
**ROBERT BOSCH AUTOMOTIVE TECHNOLOGIES
(THAILAND) CO., LTD.**

By:

07.10.2020 

Name: Zafer Kara
Designation: Director



BOSCH

Bosch Automotive (Thailand) Co., Ltd.



BOSCH

Robert Bosch Automotive Technologies (Thailand) Co., Ltd.