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LOGO หน่วยงาน

**Memorandum of Understanding**

for Research Collaboration On ….... *[subject research collaboration]* …....

between

**Faculty of …………………….., Mahidol University**

and

**……………[Name of Organization]……………….**

This Memorandum of Understanding (“MOU”) is made at …..…..…..…..…..….. as of …..…*[date]*..…..….. (“Effective Date”) by and between:

(1) Mahidol University by the Faculty of …………………………..., having a principal place of business at …..…..…..…..…..…..…..….. (hereinafter referred to as the “University”) represented by ……..*[authorized person]*.…...….., …..…*[position]*..…..….. of the Faculty of …..…..………….….. and

(2) …..…..….*[name of Organization].*…..…..…..…..….., having a principal place of business at …..…..…..…..…..…..…..….. (hereinafter referred to as the “Collaborator”) represented by ……..*[authorized person]*.…...….., …..…*[position]*..…..…..

Both Parties have agreed as follows:

**1. Objectives**

Both Parties agree to collaborate the research and development of ……….……… .……….………. (“Project”) with the following objectives:

1.1 ……….……….……….……….……….……….……….……….……….……….

1.2 ……….……….……….……….……….……….……….……….……….……….

*Or*

Both Parties agree to collaborate the research and development of ……….……….… ….………. (“Project”)

*Or*

The objective of this MOU is:

1.1 ……….……….……….……….……….……….……….……….……….……….

1.2 ……….……….……….……….……….……….……….……….……….……….

 *(กรณีมีเอกสารแนบท้าย) The attachment(s) to this MOU shall be an integral part of this MOU. If any provisions of the attachments are inconsistent with the provisions of this MOU, the provisions of this MOU shall prevail. And if there is any conflict between any of the attachments, both Parties shall mutually discuss to have a decision of this matter.*

**2. Scope / Responsibilities of the Parties**

 [*Specify the obligations of both Parties in detail. For Example, as follows]*

Both Parties intend to collaboratively pursue the following research activities:

 2.1 Promoting, supporting, and developing the research project entitled ………………..

 2.2 Encouraging, supporting and developing research knowledge and skills of their personnel.

 2.3 Encouraging and promoting the utilization of research results or products created under this collaboration for commercial, policy-making, and/or public purposes.

2.4 Supporting each other and providing academic advice or any other related activities or in connection with the implementation under this MOU as the Parties deem appropriate or as to be agreed by both Parties.

2.5 ……….……….……….……….……….……….……….……….……….……….

*Or*

*[Specify individual duties and obligations of each Party in detail.]*

University shall:

1) ……….……….……….……….……….……….……….……….……….……….

2) ……….……….……….……….……….……….……….……….……….……….

Collaborator shall:

1) ……….……….……….……….……….……….……….……….……….……….

2) ……….……….……….……….……….……….……….……….……….……….

**3. Separated Agreement**

The details of the Project and the specific activity implemented under this MOU shall be mutually discussed, agreed and formalized in a separated written agreement by both Parties prior to the initiation of that Project or activity. Such agreement shall contain at least the work plan, operation term and source of funding.

**4. Term**

 The collaboration under this MOU shall be valid for the period of ………. (…...) year(s) from the Effective Date.

This MOU may be extended or amended by mutual agreed of both Parties in writing.

**5. Budget and Expenses**

 The budget and expenses of project or collaborative activity shall be mutually discussed and agreed in writing by both Parties on a case-by-case basis.

**6. Intellectual Property Rights and other rights**

 6.1 Each Party is and shall remain the owner of all Intellectual Property Rights and any other rights (including but not limited to the copyright, patent, trademark, trade secret, technology, technical method, know-how) that it owns or controls as of the Effective Date or that it develops or acquires thereafter. Each Party grants the other Party a royalty-free, non-exclusive license to use its Intellectual Property Rights for the purpose of carrying out the Project and the activities under this MOU.

 6.2 The ownership of the Result, any Intellectual Property Right and any other rights arising or generating from the implementation of the Project or the collaborative activities under this MOU through the joint and collaborative efforts shall be discussed and agreed in a separated written agreement by both Parties.

**7. Confidentiality**

 Both Parties agree that the receiving Party shall maintain all Confidential Information of the disclosing Party as Confidential and shall not disclose, publish or perform any other ways such Confidential Information to any third party unless prior written consent of the disclosing Party. In the event that either Party discloses any Confidential Information to its affiliates, consultants and any third parties, such Party shall require its affiliates, consultants and any third parties to sign a confidential agreement with contents that reflects the obligations of and is similar to this MOU.

 The obligation of confidentiality set out in this Article shall survive the expiration or the earlier termination of this MOU for a period of five (5) years, unless otherwise prior written consent of the Party owing such Confidential Information.

**8. Publication**

 Neither Party shall make any published announcement, dissemination or advertisement of the Project and the activities under this MOU without prior written consent of the other Party.

**9. Liability to Third Party**

 9.1 Neither party shall perform the Project or any activities under this MOU that cause or may cause loss or damages to the third party or infringement of third party’s Intellectual Property rights and any other rights. Failure to perform, such party shall be liable, at its own cost, for the damage incurred.

 9.2 In the event that either party receives any written notice or claim that the performance under this MOU infringes the Intellectual Property Rights or any other rights of the third party, then that Party shall notify the other party promptly in writing. The infringing party shall be responsible for any damages, fees, attorney’s fees and any other expenses at its own cost.

**10. Assignment**

 Neither Party may assign or transfer its rights and obligations set out under this MOU to any third party without prior written consent of the other Party.

**11. Termination**

 11.1 Either Party may terminate this MOU at any time by giving written notice to the other party at least thirty (30) days prior to the proposed date of termination.

 Unless otherwise agreed, termination or expiration of this MOU shall not effect of validity and the implementation of any agreement(s) or any cooperative activity entered into between the Parties under this MOU that have been initiated prior to such termination or expiration.

 11.2 In the event that there is a breach of any provisions of this MOU by either Party, the non-defaulting Party shall notify in writing to the defaulting party to remedy such breach within 30 days from the date of receipt of such written notice. Failure to remedy within the aforesaid period, the non-defaulting party may terminate this MOU. Notwithstanding the above, the non-defaulting party may terminate this MOU immediately and claims damages from the defaulting party in case of any breach of obligations in Section 7 and/or Section 9.

**12. Governing Law and Settlement of Disputes**

 12.1 This MOU shall be governed and construed in accordance with the laws of the Kingdom of Thailand.

 12.2 Any difference or dispute arising out of or in connection with this MOU shall be amicably through mutual negotiation between the Parties before resorting to litigation.

 12.3 The competent court of Thailand shall have exclusive jurisdiction over any dispute which cannot be resolved by amicable settlement.

**13. Notices**

 All notices and other communication hereunder between the Parties shall be in writing, in English language, and shall be delivered to the address set forth below or to such other address as the Party may give to the other Party in writing.

 If to University: *[Name]*

 *[Title / Position]*

 *[Address]*

 *[Telephone number]*

 *[Facsimile number]*

 *[E-mail address]*

 If to Collaborator: *[Name]*

 *[Title / Position]*

 *[Address]*

 *[Telephone number]*

 *[Facsimile number]*

 *[E-mail address]*

**14. Other Terms**

 14.1 Nothing in this MOU shall prevent either Party from executing into a similar research collaboration with any third Party.

 14.2 Each Party shall not use any name, logo, trademark, tradename, service mark or other symbol associated with the other Party without the prior written consent of the other Party.

 14.3 Nothing in this MOU is intended or shall be deemed to constitute partnership, joint venture, employer-employee, franchise, agency relationship between the Parties.

 This MOU is executed in two (2) duplicate copies in the same content. Both Parties have thoroughly read and understood the whole as their intention. In witness whereof, both Parties hereto have signed this MOU by their duly authorized representatives and affixed their corporate seals (if any). Each Party has retained a copy thereof.

 For and on behalf of For and on behalf of

 *[Name of Organization] [Name of Organization]*

…..…..…..…..….. …..…..…..…..…..

(…..…..…..…..…..) (…..…..…..…..…..)

Position …..…..….. Position …..…..…..

Date …………….. Date ………………..

…..…..…..…..….. …..…..…..…..…..

(…..…..…..…..…..) (…..…..…..…..…..)

Position …..…..….. Position …..…..…..

Date …………….. Date ………………..

 Witness Witness