



## MEMORANDUM OF UNDERSTANDING FOR AN INTERNATIONAL COLLABORATION

This Memorandum of Understanding (the "MOU") dated 5/2/18 is made between The University of Oxford for its, Centre for Tropical Medicine and Global Health, Shoklo Malaria Research Unit ("the Centre") and The Faculty of Medicine Chiang Mai University (CMU).

### Background

- A. The parties recognise their complementary strengths in the fields of global health research with minority populations in Thailand and capacity development and wish to strengthen their relationship for the benefit of their students and researchers.
- B. The parties therefore intend to work together in the areas and in the manner set out below.

### 1. Areas of Collaboration

- 1.1 The parties intend to work together for their mutual benefit in the fields of global health research with minority populations in Thailand and capacity development. In particular the parties have agreed to develop their collaborative work by:
  - 1.1.1 facilitating exchanges of academic staff and students;
  - 1.1.2 hosting the other party's academic staff and students as departmental visitors;
  - 1.1.3 exchanging relevant non-confidential publications;
  - 1.1.4 exploring opportunities for collaborating on funded research programmes;
  - 1.1.5 exchanging relevant non-confidential materials, subject to appropriate agreements;
  - 1.1.6 inviting the other party to attend relevant conferences. Such attendance would be at the expense of the attending party unless separate funding had been secured for the purpose.

- 1.2 The activities listed above are subject to the internal requirements of the parties which may require additional binding agreements to be entered into on a case by case basis. In any event, staff and students of one party who are visiting premises of the other party will be expected to comply with local requirements regarding such matters as health and safety, access and security, and confidentiality

## 2. **Funding**

- 2.1 The parties will each bear their own costs in relation to the collaboration envisaged by this MoU.
- 2.2 If the parties subsequently secure funding for an element of the activities envisaged by this MoU and part of that funding is intended to be passed to the other party a written, binding agreement will be executed to govern the activity in question.

## 3. **Duration and Termination**

- 3.1 This MoU will begin on the date first written above and will continue for a period of three years. Unless the parties agree to extend the MoU it will terminate at the end of that period.
- 3.2 Either party may terminate this MoU before the end of the period mentioned in clause 3.1 by providing written notice to the other.

## 4. **Confidentiality**

Each party agrees to hold the terms of this MOU (and related information and documentation) in confidence and not to disclose such information to any third party (other than to such party's legal and professional advisors) without the prior written consent of the other party. This paragraph shall not apply to any specific disclosures which may be required by law.

## 5. **Press Releases**

Neither party will make or permit any announcement or press release or disclosure of any matter relating to the collaboration unless agreed in writing in advance by both parties. Neither party shall use the name or any trademark or logo of the other in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the other, which consent may be given or withheld at the other party's sole discretion.

## 6. **Binding/Non-binding Provisions**

The parties agree and acknowledge that this MOU, with the exception of this paragraph and paragraphs 4 (Confidentiality), 5 (Press Releases) and 7 (Governing Law), is not intended to create, whether by acceptance or otherwise, legal relations or any legally binding obligations between the parties.

## 7. **Governing Law**

This MOU and any resulting agreements shall be governed by and construed in accordance with the applicable laws of England and Wales and Thailand; and shall be subject to the exclusive jurisdiction of the English courts and Thai

courts after the exhaustion of any preliminary dispute resolution procedure which the parties may agree.

Dated: 5/2/18

**THE UNIVERSITY OF OXFORD**

Centre for Tropical Medicine and Global  
Health, Shoklo Malaria Research Unit

By:



Name: EDWARD GIBBS

Title: Business Manager

Dated: Jan 9, 2018

**CHIANG MAI UNIVERSITY**

Faculty of Medicine

By: Prof. Bannakij Lojanapiwat

Name: Bannakij Lojanapiwat

Title: Dean

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