



## MEMORANDUM OF UNDERSTANDING

Between

**TAYLOR'S UNIVERSITY, MALAYSIA**

And

**WALAILAK UNIVERSITY, THAILAND**

This Memorandum of Understanding (MOU) made on and effective from <sup>21<sup>st</sup></sup> day of ~~Feb~~..... 2018.

### Parties

1. **Taylor's University**, an educational institution wholly owned by Taylor's University Sdn. Bhd. (Company No: 149634-D) of No. 1, Jalan Taylor's, 47500 Subang Jaya, Selangor Darul Ehsan, Malaysia (collectively "TU")
2. **Walailak University**, a fully autonomous state university under the supervision of the Minister of Education, located in 222 Thaiburi, Thasala, Nakhon Si Thammarat, 80160, Thailand (collectively "WU")

Individually called "**Party or Institution**" and together called "**Parties or Institutions**"

**WHEREAS** the School of Pharmacy, Taylor's University (SOP TU) and School of Pharmacy, Walailak University (SOP WU) intend to promote the institutional relationship and exchange.

**WHEREAS**, this agreement is to promote connections with academic institutions of the world, based on the two universities' faculty and student exchange.

**WHEREAS**, the Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful operation of this Memorandum.

**NOW THEREFORE**, the undersigned Parties agree as follows:

### Objectives

The objectives of this MOU to be explored by the Parties are as follows but not limited to:

- i. to organize faculty exchange through the program of visiting scholar for short period (up to one week) or long period (up to 3 months)
- ii. to organize undergraduate and graduate student exchange through sit-in, Bachelor thesis project, Master thesis project, and internship programs from 2 weeks until 6 months

- iii. to organize joint research projects, joint symposia, and joint publication
- iv. to share academic materials, journals and information
- v. to exchange faculty member for journal peer reviewer
- vi. to make other agreements on educational and academic activities.

### **Understanding**

In furtherance of the above objectives, the Parties agree that each will do the following:

1. Appoint a Coordinator to assist in developing, planning and coordinating the collaborative research, educational, and training projects. Each party will identify the name and contact information for its Coordinator as follows:
  - A. Responsible Staff for implementation at TU:  
**Dean/Head, School of Pharmacy, Taylor's University**
  - B. Responsible Staff for implementation at WU:  
**Dean, School of Pharmacy, Walailak University**
2. Prior to initiating any specific activity or program, the parties will negotiate the specific collaborative research, educational and training activities identified above and as the roles of each Party are agreed upon, those collaborative efforts will be reduced to writing as contracts and signed by each party's authorized signatory, describing the terms of the arrangement, including the budgets.
3. TU and WU will sign additional agreement to take action for special and joint programs based on this agreement.
4. This agreement shall not bind either institution to any financial commitment.

### **Term and Termination**

5. This agreement will take effect on the date of signature and will continue in force for a period of five (5) years. This agreement will automatically extend for another five years when it expires.
6. This agreement may be modified or amended via a written notice signed by both institutions. Either institution may terminate this agreement via written notice of the intention to do so; the agreement will then terminate ninety (90) days after the notice is received.

### **Relationship**

7. Nothing in this MOU shall deem the Parties as joint venturers, partners, or agents for each other, now or in the future, and neither Party can bind the other in any way.

## **Status**

8. The Parties agree that this MOU does not create a legally binding obligation on either Party but, rather, is intended to facilitate discussions regarding general areas of collaboration.
9. Notwithstanding the non-binding nature of this MOU, each of the Parties acknowledges that it is into this MOU in good faith and with a high level of commitment towards finding areas of Collaboration and concluding the contractual arrangements necessary to cover the work carried out pursuant to the Collaboration.

## **Confidentiality**

10. Both Parties will keep secure and confidential, and will not use, or permit to be used, any Confidential Information, except to the extent that:
  - i. the Confidential Information was lawfully in the receiving Party's possession before being disclosed to it by the disclosing Party; or
  - ii. the Confidential Information lawfully enters the public domain; or
  - iii. the Party to whom the Confidential Information relates, consents in writing to its disclosure; or
  - iv. the information in question was independently developed by the receiving Party without reference to the Confidential Information received from the disclosing Party; or
  - v. the information was received in good faith from a third party, where no obligation of confidentiality is owed to the third party; or
  - vi. disclosure is required by law in any country, in which case the receiving Party will promptly notify the disclosing Party so as to allow the disclosing Party a reasonable time to oppose such process; or
11. Both Parties must ensure that their respective agents or employees who receive, or may receive, Confidential Information are aware of, and are bound by, these confidentiality provisions.
12. These confidentiality provisions are in addition to, and do not detract from, any duties of confidentiality imposed on either Party by law, equity or contract.

## **Intellectual property**

13. The Parties acknowledge that nothing in this MOU shall be construed as granting either Party any rights in the Intellectual Property and all associated goodwill of the other.
14. In the absence of any written agreement to the contrary, Intellectual Property developed by the Parties during the course of the Collaboration, shall remain the sole property of the Party which developed that Intellectual Property.

## **Use of Name**

15. The Parties agree not to use each other's names in advertising or other form of publicity without prior written consent of that Party. However, the Parties agree in advance that each may use the name of the other in announcing this MOU.

## **Notice**

16. All notices and documents required to be delivered or served by one party to this Agreement on the other may be delivered or served by delivering or sending them by pre-paid post, facsimile transmission or pre-paid courier, receipt acknowledged to the address of both Parties stated above or the last known address.

## **Language**

This Memorandum of Agreement will be made and signed in duplicate in the English language.

## **Authorized Signatories**

17. Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

## **Definitions**

18. In this MOU:
- 'Confidential Information'** means:
- (a) the terms of this MOU;
  - (b) all information relating to the administration, organization, marketing strategies, or finances of TU and WU;
  - (c) scientific information exchanged between TU and WU or their employees, agents and contractors.
  - (d) Intellectual Property or other property;
  - (e) Personal data of staff and any other privacy information
  - (f) anything else provided by one Party to the other in any form on a confidential basis.

**'Intellectual Property'** means any industrial and intellectual property right of any kind, constituted by any rule of law or by legislation in any country including, but not limited to, copyright, trademark, design, patent or other proprietary rights in know-how and all associated goodwill, Confidential Information, trade secrets, unregistered trademarks and any pending right based on an application for registration of such right.

**EXECUTION**

This MOU was executed on the later of the two dates written below:

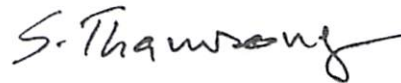
**INSTITUTIONAL REPRESENTATIVES**

**TAYLOR'S UNIVERSITY**



**Professor Michael Driscoll**  
President and Vice Chancellor  
Taylor's University  
Date: 26 JAN 2018

**WALAILAK UNIVERSITY**



**Prof. Dr. Sombat Thamrongthanyawong**  
President  
Walailak University  
Date: 21 FEB 2018

Witnessed by:



**Professor Dr. Chua Siew Siang**  
Head, School of Pharmacy  
Taylor's University

Witnessed by:



**Dr. Jiraporn Chingunpitak**  
Dean, School of Pharmacy  
Walailak University