BIRMINGHAM CITY
University

DATED

BIRMINGHAM CITY UNIVERSITY

AND

WALAILAK UNIVERSITY

MEMORANDUM OF UNDERSTANDING

REF:

THIS MEMORANDUM OF UNDERSTANDING is made on the day of

BETWEEN

BIRMINGHAM CITY UNIVERSITY of University House, 15 Bartholomew Row, Birmingham, B5 5JU, UK

AND

WALAILAK UNIVERSITY, 222 Thaiburi Thasala District Nakhon Si Thammarat, Thailand. (individually a "Party" or together the "Parties")

WHEREAS

(A)   The Parties hereto, recognising the benefits of establishing international links, wish to strengthen the ties between their respective institutions by entering into this Memorandum of Understanding ("MoU").

NOW IT IS HEREBY AGREED

1   Purpose

1.1   The purpose of this MoU is to explore how the parties can further develop co-operation and promote mutual understanding and excellence in practice-based education, research and knowledge exchange between the Parties.

2   Objectives

2.1   In furtherance of this purpose the Parties shall explore the development of the following activities in collaboration in areas of mutual academic interest:

    2.1.1   Exchanges of academic and administrative staff and mutual visits to pursue research and to lecture;

    2.1.2   Exchanges of students and/or study abroad programmes and other enhancements to the student experience;

    2.1.3   Identifying opportunities for conducting collaborative research and development;

    2.1.4   Identifying opportunities for conducting lectures and seminars and organising symposia and conferences;

    2.1.5   Exchanges of academic information and materials;

    2.1.6   Promoting collaboration in fields of mutual interest;

    2.1.7   Promoting other academic co-operation and collaboration as mutually agreed.

3   Approvals

3.1   The development and implementation of specific activities developed under this MoU will be the subject of formal written agreements negotiated and entered into separately, which will deal with and detail the financial arrangements, confidentiality, ownership and use of intellectual property, publication of articles or other work and other relevant matters, staffing and resources and the use and contribution of equipment and facilities.

3.2 Both Parties shall abide by current international guidelines on good research practice and ethics available in relation to all research activities.

4 Management of the Collaboration

4.1 Each Party shall designate a coordinator to develop and coordinate the collaboration activities.

4.2 The initial coordinators are Professor Vikas Kumar for the University and Assistant Professor Dr. Pimlapas Pongsakornrungsilp for Walailak University. Notification of change or successor shall be made in writing to the other Party without undue delay.

5 Variation

5.1 This MoU may only be amended by a written agreement signed by a duly authorised representative of each Party.

6 Duration

6.1 This MoU shall commence on the date of its execution by the last Party to sign and shall remain in force for a period of three (3) years. Each Party shall review the status of the MoU at least six (6) months before the end of the three (3) year period to determine whether it wishes the MoU to continue and, if so, whether any modifications are required. The period of validity of this MoU may only be extended by the mutual written consent of both Parties.

7 Termination

7.1 Either Party may terminate this MoU by giving one (1) months' notice in writing to the other. The termination of this MoU shall not affect the implementation of any specific activities established under it prior to such termination.

8 Charges and Liabilities

8.1 It is understood that the implementation of any of the types of co-operation stated in Clause 2 shall depend upon the availability of resources and financial support of the Parties concerned.

8.2 Except as otherwise provided or agreed, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

8.3 Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this MoU.

9 Indemnities

9.1 The Parties shall keep each other indemnified against all damages to or losses resulting from the fault of their respective agents and/or employees/students.

10 Intellectual Property

10.1 This Clause 10 is intended to be legally binding.

10.2 In relation to this Clause 10 **Intellectual Property** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in

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designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

10.3   The Parties intend that any Intellectual Property rights created in the course of any joint collaboration shall vest in the Party whose employee created them (or, in the case of any Intellectual Property rights created jointly by employees or staff of both Parties, then in any lead Party, as to be decided between the Parties).

10.4   Where any Intellectual Property right vest in either Party in accordance with the intention set out in Clause 10.3 above, that party shall grant an irrevocable licence to the other Party to use that Intellectual Property for the purposes of any relevant joint collaboration or project between the Parties.

11   Status

11.1   This MoU is not intended to be legally binding (unless a Clause is expressly stated to be legally binding), and no legal obligations or legal rights shall arise between the Parties from this MoU. The Parties enter into the MoU intending to honour all their obligations.

11.2   Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

12   Dispute Resolution

12.1   This Clause 12 is intended to be legally binding.

12.2   The Parties shall first use reasonable endeavours to amicably settle disputes arising out of or in connection with this MoU.

12.3   Where a dispute has not been amicably resolved the Parties shall enter into structured negotiation with the assistance of a mediator acceptable to both sides.

13   Governing Law and Jurisdiction

13.1   This Clause 13 is intended to be legally binding.

13.2   Both Parties agree that staff and students of either institution engaged in activities under this MoU shall carry out these activities in accordance with all applicable laws and regulations of their respective countries after ***full consultation and approval*** with the other Party.

This MoU shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

14   Miscellaneous

14.1   If there is any change in the legal status or ownership of either party (including any change in the accreditation or recognition by a professional or government body), then they will notify the other party immediately in writing.

Each Party herby confirms its agreement to the terms of this Memorandum of Understanding:

Signed for and on behalf of **BIRMINGHAM CITY UNIVERSITY** by

Signed by:

Ncole Louis

Nicole Louis

Chief Operating Officer

15-Nov-24 | 12:21:03 GMT

Dated

Signed for and on behalf of **WALAILAK UNIVERSITY** by

Professor Dr. Sombat Thamrongthanyawong
President

28 Nov 2024

Dated