



# MEMORANDUM OF UNDERSTANDING

BETWEEN

## WALAILAK UNIVERSITY

222 Thaiburi, Thasala District, Nakhon Si Thammarat 80161, Thailand,  
represented by the President Prof. Dr. Sombat Thamrongthanyawong

AND

## UNIVERSITY OF BONN

Regina-Pacis-Weg 3, 53113 Bonn, Germany,  
represented by the Rector, Prof. Dr. Dr. h.c. Michael Hoch

Walailak University and the Medical Faculty of the University of Bonn (“the Parties”), wishing to strengthen their academic and scholarly links and the fruitful cooperation between the faculties of both universities, intend as follows:

### ARTICLE 1: PURPOSE

The Parties intend to explore academic and scholarly cooperative projects that are of mutual interest to both Parties and to establish joint frontier research in the areas of evidence-based, translational and combinatory (phyto)medicine and (phyto)pharmacology including traditional Thai medicine (TTM), ‘Omic’ technologies and synergy research as well as research on the cultivation, post-harvest management and processing of medicinal plants and biomaterials through the following:

- 1.1. Exchange of faculty members and administrative as well as technical staff
- 1.2. Exchange of students and Ph.D. candidates
- 1.3. Joint research and teaching activities including joint publications which may be supported by the exchange of scientists, scholars, and technical staff members
- 1.4. Mutual training of scientists and technical staff in specific methods, applications, and technology
- 1.5. Collaborative postgraduate programmes, particularly in translational (phyto)medicine, (phyto)pharmacology, synergy research, 'Omic' technologies and research on the cultivation,

post-harvest management and processing of medicinal plants and biomaterials, including the application of micro wave and plasma technologies

- 1.6. Collaborative efforts towards the transfer of research into entrepreneurship
- 1.7. Joint conferences, seminars, symposia, summer / winter courses, etc.
- 1.8. Exchange of publications for scientific, scholarly, teaching, and information purposes

## **ARTICLE 2: IMPLEMENTATION**

- 2.1 Any matters necessary for the implementation of academic exchanges and cooperation shall be determined through mutual consultation. The Parties agree that any activity, project or assignment undertaken under this MOU shall be executed under its own detailed and separate legally binding agreement which is to be agreed between the Parties in writing.
- 2.2 Any activities under or in connection with this MOU shall be subject to applicable export control laws and regulations. Should it be found that this MOU or any project or activity thereunder violates any applicable export control law and/or regulation, this MOU shall be void. Materials, documents, and equipment shall, in this case, be returned to the party where they or it originated from. Neither party has the right to incur damages or claim compensation of any kind for costs or expenditures incurred in connection with the necessary reversal.
- 2.3 Each university will designate a Liaison Officer to develop and coordinate specific activities or programs.

## **ARTICLE 3: FINANCIAL ARRANGEMENTS**

- 3.1 All specific arrangements are to be negotiated and are subject to the availability of funds.
- 3.2 Both universities intend to seek financial support from national and international organizations for cooperative activities to be undertaken under the terms of this MOU. The Parties intend to assist each other in obtaining access to such funding.
- 3.3 Both universities intend to facilitate a mutual assignment of personnel for specific tasks or projects.

## **ARTICLE 4: INTELLECTUAL PROPERTY**

In the case that intellectual property rights are expected to arise in the course of collaborative projects carried out under the terms of Article 1, the Parties shall lay down in writing in a legally binding agreement, prior to the start of the activity in question and in accordance with the policies of each party, the conditions regarding the treatment of intellectual property rights.

## **ARTICLE 5: NAGOYA PROTOCOL**

The Parties shall adhere to the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity.

## **ARTICLE 6: SUSTAINABLE DEVELOPMENT GOALS**

The Parties shall endeavour to observe relevant Sustainable Development Goals (SDGs) as adopted by the United Nations in the implementation of this MOU.

## **ARTICLE 7: DURATION OF THE AGREEMENT**

This MOU will be effective from the date of the final signature for an initial period of five years. Thereafter, it may be extended upon agreement by the Parties. Either party may terminate the MOU with or without cause during its term by giving prior written notice to the other party with minimum of six months.

## **ARTICLE 8: OTHER MATTERS**

The Parties work to ensure that people of all backgrounds, irrespective of political or religious orientation, geographic location or gender or sexual orientation, have access to research and teaching activities and events offered in fulfilment of their chartered mission.

The Parties affirm that the cooperation is based as a binding principle on openness, reciprocity and scientific freedom. The Parties undertake to use the research results exclusively for peaceful purposes. The Parties promote the free exchange of information, the free national and international transfer of data, and the free use of research data (open data), as well as compliance with data protection legal frameworks in their respective countries. This commitment also encompasses compliance with data protection laws, including the EU's GDPR and the Thai PDPA, with a focus on Access Control, Security Assessment, Security Policy, as well as the stipulated storage periods and the secure destruction of documents containing personal information.

The Parties ensure equal unrestricted use of the generated research results while respecting the applicable intellectual property regulations of each party.

## **ARTICLE 9: PROCEDURE IN THE CASE OF DISPUTE**

The Parties agree to first attempt to negotiate an amicable settlement in the event of differences of opinion or disputes arising between the partners in connection with this agreement. Court litigation shall only be pursued after one party states in writing that efforts to reach an amicable agreement have failed. The Parties agree that should a dispute remain unresolved any legal proceedings taken under this agreement will be initiated in the jurisdiction and governed by the laws of the country of the defending party.

## **ARTICLE 10: AMENDMENTS**

Amendments to this agreement must be made in writing and signed off on by the authorized signatories of the Parties.

Should one or more provisions of this agreement become invalid for reasons de jure or de facto, the validity of the remaining provisions of this agreement shall not be thereby affected. The contractual parties agree in such case to replace any invalid provision with a valid one which renders the intended outcome to the closest possible extent. The same applies in case of an unintended agreement loophole. Article 2 remains unaffected by this.

IN WITNESS WHEREOF, the Parties hereto have affixed their signature:

**FOR WALAILAK UNIVERSITY**

**FOR THE UNIVERSITY OF BONN**

*S. Thamrong*



Prof. Dr. Sombat Thamrongthanyawong  
President of Walailak University

(Date) 01/28/2025

*Michael Hoch*

Prof. Dr. Dr. h.c. Michael Hoch  
Rector of the University of Bonn

(Date) 12/31/2024

*Siwarit Pongsakornrungsit*



Assoc. Prof. Dr. Siwarit Pongsakornrungsit  
Vice President (Research), Walailak University

(Date) 01/28/2025

*Bernd Weber*

Prof. Dr. med. Bernd Weber  
Dean, Medical Faculty  
Board Member, University Hospital Bonn

(Date) 01/28/2025

*Poonsit Hiransai*



Asst. Prof. Dr. Poonsit Hiransai  
Lecturer, School of Allied Health Sciences,  
Walailak University

(Date) 01/28/2025

*Gudrun S. Ulrich-Merzenich*

PD Dr. rer. nat. Gudrun S. Ulrich-Merzenich  
Head, Synergy Research and Experimental  
Medicine Research Group  
University Hospital Bonn, Med. Clinic III

(Date) 01/28/2025