**

**Memorandum of Agreement**

***Project “…………………………………………………………”***

***between***

***Khon Kaen University***

***and***

***...(Name of Governmental or Private Organization) ...***

***-----------------------------------------------------------------------------------***

This MOA is made at Khon Kaen University (KKU) on.......... (day)................ (month)............. (year), by and between KKU by the President (name) ………………………… as the authorized representative of juristic entity or ………....................... (,who is authorized to represent KKU on behalf of the president) as per power of attorney dated …………. attached to this MOA on one part hereinafter refer to as “the University” and…………………. (name of public or private entity with juristic entity’s registration number………………., certified copy of certificate of incorporation attached herewith) represented by ………………who is authorized to bind the aforementioned entity as per power of attorney dated …………………………. attached hereto as the other part hereinafter refer to as “…....(Abbreviation).....….”

Both parties agree to enter the academic MOA with the purposes and details as follows:

1. Summation of the Rationale

……………………………………………………………………………………………………………………………………………

###### 2. Objectives

(1) ..................

(2) ..................

(3) ..................

3. Responsibilities of the parties

3.1 The Responsibilities of KKU

(1) ..................

(2) ..................

(3) ..................

3.2 The Responsibilities of... (Abbreviation) ...

(1) ..................

(2) ..................

(3) ..................

4. Implementation of Obligations

(1) Both parties agree to collaborate according to the objectives of the MOA, which are in line with the Rules, Regulations, Announcements, Orders, bylaws or holding Principles of each party.

(2) This MOA is considered a general collaborative framework. For a further stage of implementation, both parties acknowledge that it shall be appropriate to appoint a representative or an assigned person to coordinate a project in order to agree upon details, scope of work, expenditures, the use of resources, intellectual properties rights, and other related matters on a case by case basis. Such coordination efforts shall be executed in writing and signed by authorized person or person representing each party, who received the power of attorney, which shall be considered as part of this MOA.

###### 5. The Period of the MOA

This MOA shall be valid for the duration of ….....years….…. and shall take effect on the …………days of signing. Extension is optional through the consent of both parties. The party making the request for extension shall submit the request for extension to the other party within 30 (thirty) days prior to the expiration date of this MOA. The details and terms shall be in accordance with collaborated consideration of both parties.

6. Amendments of the MOA

Amendments to this MOA can be done through the consent of both parties and should be executed in the form of an addendum to MOA signed by the person holding power or the person receiving the Power of Attorney representing each party. The amendments shall, thereof, become part of this MOA.

7. Termination of the MOA

This MOA shall terminate under the following situations:

(1) Both parties agree in writing to terminate the activities as per this MOA.

(2)Each party may rescind the implementation of the terms of this MOA by informing the other party in writing within 90 days.

In any circumstance, termination of this MOA shall not affect the projects being carried out or in progress. Each party shall be able to proceed with the projects or activities or to collaborate with other organization or with other individual using its own information or information available prior to the time of termination provided that they shall not infringe upon the intellectual property right of the other.

8. Intellectual Properties Rights

Both parties agree to respect the rights over the intellectual properties of technologies, innovations, and/or technical know-how, owned by other party prior to the signing of this MOA and/or which have been developed by one of the two parties in the absence of access by the other party during the course of implementation of a research project under this MOA (Previous Intellectual Properties are possessed by the former). In the case in which a party wishes to use the previously owned intellectual property of the other party, a written letter of authorization is required from the party, who owns the property’s rights.

The rights over intellectual properties and the allocation of royalty arising after the signing of this MOA shall be agreed upon by both parties by setting the relevant particulars, which shall be in line with the Rules, Regulations, Announcements, Orders, bylaws or the holding Principles of each party. KKU shall take charge over the actions of this matter.

9. Confidentiality

(1) “Confidential information” means any information or set of data belong to parties that are related to the projects, which has been directly or indirectly disclosed or which have been informed pursuance to business places’or factories’site visits. This includes, but not limit to, processes, procedures, computer programing (original source codes, destination codes, operating programs, and data set used for connecting computer programs),drawing, prototypes, painting, formulas, techniques, production processes, product developments, product formulae, experimental information, samples, chemicals, trade secrets, patents, trademarks, copyrights and other kinds of intellectual properties, information about customers, employees’ information, any other information related to the results of studies and the analyses of products, goods, or raw materials under a project as stipulated in the MOA.

(2) Each party agrees not to disclose and to maintain the top secret of confidential information. The confidential information shall not be disclosed, disseminated, or divulged by any means that allows an outsider to have access to the confidential information, which may result in damages to the owner of the confidential information. Must the confidential information be disclosed to personnel, consultants, and/or to external individuals, the party, who has disclosed the information, shall proceed immediately to contractually bind those people in maintaining the confidentiality of the information. The disclosing party shall reassure that those individuals must be responsible for any losses occurring from the use of the confidential information.

(3) The confidential protection outlined in clause 9(2) shall continue to survive despite the termination of this MOA. Party shall be able to disclose the confidential information only with prior written consent from the owner of such confidential information.

10. Use of Names, Advertisements, and Public Relations

Neither party shall make use of the other's name related to this MOA for publicity or advertising purposes, direct or indirect, if connected to or having impact on the other party without prior written approval of the other party. KKU shall be entitled to independently publish academic works created under this MOA provided that the collaborative activities are referenced.

In this MOA, “data” means information in whatever means that conveys the meaning of statement, stories, facts of any form, notwithstanding the process in which the transmission of the meaning is performed, and notwithstanding the pattern of information’s arrangement. It shall include formulae, formats, models, assembled work, programs, methodologies, techniques or processes.

11. Letter and Notice

Any letter and notice of informing or giving consent or approval according to this MOA shall be done in writing and shall be considered officially sent to the other party if it has been complying with the following criteria:

(1) It is submitted in person to an appointed representative of each party.

(2) It is addressed to the name and address of the other party and is in accordance with the stated address below or with a new address, which has already been shared with the other party. Moreover, it has been posted by registered mail.

............. (Position) ................... Khon Kaen University

Address: 123, Moo 16, Mittraphap Highway, Nai Muang Sub-District, Muang District, Khon Kaen 40002 Thailand

.............(Position) ……….. (Name of Governmental or Private Organization)...

Address: ..........................................................................................................................

This MOA is made in duplicate, which bears similar wording. Both parties have read and understood that they are harmonious in their intentions. Consequently, their signatures serve as evidence, with the position affixed (if applicable) and stamped in front of the witnesses. Each party shall retain one copy.

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| --- | --- |
| ***Khon Kaen University*** | ***(Name of Governmental or Private Organization)*** |
| ***Signature .....................................................***  ***(............................................)*** | ***Signature..................................................***  ***(...........................................)*** |
| ***Signature........................................... Witness***  ***(.............................................)*** | ***Signature...................................... Witness***  ***(..........................................)*** |