



Memorandum of Agreement
on
Research Collaboration

Subject .....

between

King Mongkut's University of Technology Thonburi

and

(Name of Department/Company)

This Memorandum of Agreement is made and entered into at ..... located at
....., on ..... Road, ..... Subdistrict, ..... District, .....
Province, Postcode..... (Country) (or.....City, .....State,
Postcode ....., .....Country) on .....(date/month/year)..... between

King Mongkut's University of Technology Thonburi, whose address is at 126 Pracha Uthit Road,
Bang Mod, Thung Khru, Bangkok 10140 (Thailand), by ....., in the position of the
President of King Mongkut's University of Technology Thonburi (or by ....., the
authorized person from ....., the President of King Mongkut's University of
Technology Thonburi) who is authorized to sign to bind the juristic person according to the King
Mongkut's University of Technology Thonburi Act, B.E. 2541 (1998) and the Announcement of the
Office of the Prime Minister regarding the Appointment of the President of King Mongkut's
University of Technology Thonburi, announced on .....(date/month/year)..... (and according
to the Power of Attorney dated ....., hereinafter called "the University", a party and

.....(Name of Department/Company)....., whose address is at.....,
..... Road, ..... Subdistrict, ..... District, .....
Province, Post Code ....., (or.....City, .....State,
Postcode ....., .....Country) by ..... (name of the

authorized person) ....., in the position of ....., who is authorized to sign to bind the juristic persons (or by ....., the authorized person according to the Power of Attorney dated ....., hereinafter called “...(Name of Department/ Company).....”, the other party.

Both parties, therefore, agreed to enter into the Memorandum of Agreement on Research Collaboration as follows:

**1. Purpose**

The University and (Name of Department/Company) agree to collaborate with the following purposes:

- 1.1 .....
- 1.2 .....
- 1.3 .....
- 1.4 .....
- .....etc. ....

**2. Scope of Collaboration, Duties and Responsibilities of Both Parties**

(Specify the detail of activities to be carried out together and the responsibilities of both parties as follows)

- 2.1 Collaborate in promoting, supporting and developing the research .....
- 2.2 Collaborate in promoting, supporting and developing the personnel in order to have research knowledge and skills .....
- 2.3 Collaborate in supporting and driving so the outcomes or products of the research resulting from this collaboration shall be utilized commercially, for the benefits of both the policy and the public.
- 2.4 .....
- 2.5 .....
- 2.6 Both parties agree to collaborate in carrying out the operations as well as providing academic advice or other activities related to or in connection with the operations according to this Memorandum of Agreement as both parties consider appropriate or as per mutual agreement in the future.

(In case of specifying clearly of each party’s responsibilities, the following statements must be applied)

2.1 The University has the scope of responsibilities and duties as follows:

- 2.1.1 .....
- 2.1.2 .....
- 2.1.3 .....
- 2.1.4 .....
- 2.1.5 .....

2.2 (Name of Department/Company) has the scope of responsibilities and duties as follows:

- 2.2.1 .....
- 2.2.2 .....
- 2.2.3 .....
- 2.2.4 .....
- 2.2.5 .....

(The following terms can be deleted, as appropriate)

**3. The Development of Sub-Project under this Memorandum of Agreement**

In case there is a development of sub-project under this Memorandum of Agreement, both parties agree to enter into the sub-project agreement in writing, with at least the details of the operations plan, operations duration and the support budget, for example.

Termination of this Memorandum of Agreement for any reason shall not terminate any sub-project or activities under the sub-project that have been carried out or are in the process under this Memorandum of Agreement. Besides, each party shall still be responsible for the expenses of the activities already operated or in the process of operating under this Memorandum of Agreement, unless both parties would agree otherwise in written document.

#### 4. Term of the Collaboration

The collaboration in operations under this Memorandum of Agreement shall be for .....(.....) years, starting from.....(date).....and will end on .....(date).....

Whereas, in case both parties shall make an “Amendment to Memorandum of Agreement” to extend the period of cooperation as appropriate, and the Amendment to Memorandum of Agreement shall be considered part of this Memorandum of Agreement.

#### 5. Expenses and Budget

The expenses incurred of the operations under this Memorandum of Agreement, both parties are required to consult with each other and agree upon in writing.

(or this statement can be used)

Both parties agree to take responsibility for the expenses and the budget of the operations under this Memorandum of Agreement only those of own task and duties. The expenses and the budget for operating the sub-project under this Memorandum of Agreement shall be case by case in accordance with the agreement of each sub-project.

#### 6. Equipment, Tools and Materials

The equipment, tools and materials of each party used in the operations under this Memorandum of Agreement or purchased by either party at its own cost shall be considered the property of that party, unless the other party has refunded the money to the purchasing party. The party who is the owner of such equipment, tools and materials has the right to make a mark on such equipment, tools and materials they provided to show their ownership. Besides, if there is a cancellation of the operations under this Memorandum of Agreement, the party who is the owner of the property has the right to take back their own property.

#### 7. Intellectual Property Right

7.1 The intellectual property right or any other right of the work, invention, data, technology, body of knowledge, handbook, document, computer program, or any

other things which belong to either party and the said party has brought for utilizing in the operations under this Memorandum of Agreement, will remain the right of such party and entering into this Memorandum of Agreement, the party owning the intellectual property rights shall have the exclusive right to use their intellectual property for the operations under this Memorandum of Agreement, unless the party owning the intellectual property rights has given consent in writing to allow the other party to use its own intellectual property.

7.2 The intellectual property or any other right of the work, invention, data, technology, body of knowledge, handbook, document, computer program, or any other things that have been created from the operations, activities or the project under this Memorandum of Agreement, both parties are required to agree upon in writing on case by case basis for the issues relating to ownership of the works or intellectual property and management of works or intellectual property Including sharing benefits considering the benefits of both parties.

In case both parties agree to give the right of intellectual property or any other right as joint ownership, the following statement must be used:

7.2 The intellectual property or any other right of the work, invention, data, technology, body of knowledge, handbook, document, computer program, or any other things that have been created from the operations, activities or the project under this Memorandum of Agreement shall be the right of both parties as joint ownership.

7.3 The management of the work or the intellectual property incurred of carrying out the activities or the projects under this Memorandum of Agreement, which means the notification or registration of the intellectual property, bringing the intellectual property for commercial use and the benefits allocation as well as the protection and enforcement to exercise the right in the intellectual property of the work, shall be in accordance with the conditions that both parties will consider and make mutual agreement further in writing.

## 8. Confidentiality

Both parties agree to keep confidential information that the party who owns the confidential information wants to keep such information confidential. Both parties shall not disclose, publish or in any way allow any third party to know confidential information that may cause damage to the owner of the confidential information, unless in case it is authorized otherwise in writing by the owner of such confidential information. Besides, in case of information disclosure to the personnel, the consultant and/or the third party, the party who discloses such information is required to ensure that such personnel, the consultant and/or the third parties are bound to maintain the confidentiality of any confidential information with the same conditions specified in this Memorandum of Agreement.

Keeping confidential according to paragraph one shall be in effect for another ..... years, (the time period can be specified as agreed upon but should not be more than 5 years) Even though this Memorandum of Agreement has terminated. Either party can only disclose the confidential information if obtained the prior written consent from the party owning the confidential information.

## 9. Publicizing and Dissemination

9.1 For the benefit of registering the intellectual property rights, both parties shall not disclose the information and/or any details relating to the research work of the project by any means before processing for notification or registration according to the intellectual property law, unless granted a prior written consent from the other party, whereas, the party wishes to disclose such information must inform the other party of the method and nature of disclosure Including information that wants to be disclosed so that the other party can use it as information to consider giving consent.

9.2 In the event that either party wishes to publish, disseminate, advertise or publicize the research work of the project created under this Memorandum of Agreement which is not confidential information as specified in Clause 8 of the Memorandum, the party who wishes to publish, disseminate, advertise or publicize the research work of such project must firstly submit the details to be published, disseminated, advertised or

publicized to the other party for acknowledgement and considering the suitability. Whereas, the party who wishes to publish, disseminate, advertise or publicize the research work of the said project must notify the other party of the method and the nature of disclosure as well as the information to be disclosed for the party to use for considering giving the consent. Besides, the other party will take no more than 10 (ten) business days to consider the matter. Whereas, in publishing, dissemination, advertisement or publicizing of the research work of the said project, the party who wishes to publish, disseminate, advertise or publicize the research work of the said project must specify clear statement that the research work of the said project come from the joint project operations between the two parties, unless both parties have agreed otherwise in writing.

#### **10. Reference to Name, Symbol or Logo**

Both parties shall not refer to name, symbol or logo of the other party in publicizing, dissemination, advertisement or news releases relating to the collaboration according to this Memorandum of Agreement unless granted a written consent from the party who own the said name, symbol or logo prior to proceeding.

#### **11. Violation of the Rights of the Third Parties**

11.1 In operating the project or activities under this Memorandum of Agreement, both parties shall not take any action in the way that will cause or may cause damages or violate the intellectual property and any rights under the law to the third party. Besides, if any party violates such terms, such party shall be responsible for all damages incurred by itself.

11.2 In the event that the third party claims or exercises any right to claim any party that there has been an infringement of intellectual property or any other right regarding operations according to this Memorandum of Agreement, the notified party must notify the other party in writing without delay. Besides, if it is concluded by the fact that any party has violated the intellectual property or any other rights of the third party, such party must be responsible for all the damages. court fees, attorney fees, and other expenses incurred entirely by itself.

## **12. Transfer of Right According to the Memorandum of Agreement**

Both parties cannot transfer the rights and duties in accordance with this Memorandum of Agreement to any other person unless granted prior written consent from the other party.

## **13. Voided Statements or Terms**

If any statement, any part of the statement or any terms in this Memorandum of Agreement is or become voided or unenforceable under the applicable law, the other parts of the Memorandum of Agreement will continue in full force and both parties are still bound to the remaining terms under this Memorandum of Agreement.

## **14. The Termination of the Memorandum of Agreement**

14.1 Either party can terminate this Memorandum of Agreement if there is probable cause for the termination by notifying the other party in writing not less than 30 (thirty) days in advance. Whereas, the detail of the cause for termination of the Memorandum of Agreement should be specified.

14.2 In the event that either party does not comply with either term of this Memorandum of Agreement and the party that has not breached the terms of this Memorandum of Agreement has sent the notice asking the party that breached the term of this Memorandum of Agreement to perform right within 30 (thirty) days from the date of receiving the said notice but the party that received such notice does not perform right to the terms of the Memorandum of Agreement within the specified period, the party that does not breach the term of this Memorandum of Agreement has the right to terminate the Memorandum of Agreement. Unless in case of breaching the term of Confidentiality according to Clause 8 and/or in case of Violation of Ownership and Intellectual Property Rights according to Clause 11 of this Memorandum of Agreement, the party that does not breach the term of this Memorandum of Agreement has the right to terminate the Memorandum of Agreement and demand the party that breached the terms of this Memorandum of Agreement to pay for the damages immediately.



## **15 Rights After the End of the Memorandum of Agreement**

The end of collaboration under this Memorandum of Agreement in any case, both parties have the right to proceed with the operations or activities on their own or collaborate with other person by relying on own available information but shall not violate the intellectual property or any rights of the other party. Besides, the end of collaboration under this Memorandum of Agreement shall not deprive either party of the right to enter into the contract or agreement with other person that may be contrary to, conflict with, or duplicate the operation of this Memorandum of Agreement, whereas it shall not be conflict with or duplicate with Clause 7, Clause 8 and Clause 9.

## **16. Amendment to the Memorandum of Agreement**

If either party wishes to amend this Memorandum of Agreement, it must notify the other party in writing at least 30 (thirty) days in advance. When all parties have given their consent to amend this Memorandum of Agreement, the amendment version of the Memorandum of Agreement shall be prepared in writing and signed to bind the juristic person by the authorized person and affix the juristic person's seal (if any) of each party and it is deemed that such amendment is a part of this Memorandum of Agreement, whereas the effective date shall be from the date of signing the said amendment version.

## **17. Creating Legal Relations between Both Parties**

This Memorandum of Agreement is not considered as creating legal relations between each other in the form of partnership, joint venture, principal, agent or employer, employee in any way and it is not considered to definitely give authorization to either party to create tasks, duties, liabilities and/or debts on behalf of the other party.

## **18. Protection of Personal Data**

Both parties agree that for operations under this Memorandum of Agreement, if there is any information relating to personal data, both parties are required to take action and provide appropriate personal data protection measures in accordance with the Thai Personal Data Protection Act B.E 2562 (2019) and other related laws. Whereas, both parties may make the

memorandum of agreement regarding the processing of personal data, agreement to share personal data or agreement to be joint-controller of personal data, depending on the situation, attached to this Memorandum of Agreement.

(This condition can be deleted as appropriate)

**19. Details of the Coordinator**

University Coordinator

Name-Surname: .....

Position: .....

Department/Faculty: .....

E-mail : .....

Coordinator of (Name of Department /Company)

Name-Surname: .....

Position: .....

Department/Faculty: .....

E-mail : .....

**20. Notification**

Any notice or consent or approval according to this Memorandum of Agreement must be prepared in writing and will be deemed that it has been duly delivered to either party if delivered by any of the following means:

- 20.1 Delivered by the person to the assigned representative of each party
- 20.2 Via registered mail to the other party's address as specified in this Memorandum of Agreement or to the new address which has already been notified in writing to the other party.
- 20.3 Via electronic mail (e-mail) to the electronic mail address (e-mail address) of the other party as specified in this Memorandum of Agreement or to the new electronic mail address (e-mail address) which has already been notified in writing to the other party.

## 21. Applicable Law and Dispute Resolution

This Memorandum of Agreement as well as the interpretation and the results of the Memorandum of Agreement shall be under and in accordance with the provisions of Thai law.

The dispute arising from the interpretation or the enforcement of this Memorandum of Agreement, the authorized persons of both parties are required to discuss and consult with each other peacefully to reach a fair resolution for both parties. But if both parties have discussed and consulted but cannot reach a resolution, the Thai courts shall have the authority to consider and make judgement of such dispute. The consideration and judgement shall be in accordance with the Thai laws.

## 22. Document which is Part of the Memorandum of Agreement

The following attachments to this Memorandum of Agreement are considered parts of this Memorandum of Agreement.

- Appendix 1. Copy of King Mongkut's University of Technology Thonburi Act B.E. 2541 (1998), copy of the Announcement from the Office of the Prime Minister regarding the Appointment of the President of King Mongkut's University of Technology Thonburi dated....., quantity: 1 set
- Appendix 2. Power of attorney dated..... issue, quantity: 1 copy
- Appendix 3. Copy of certificate of company/juristic person registration, quantity: 1 copy and copy of company director's identification card
- Appendix 4. Other Attached Document (if any)

If any of the documents attached to the Memorandum of Agreement conflicts with or contradicts the statement in this Memorandum of Agreement, the statement in this Memorandum of Agreement shall govern. If the documents attached to the Memorandum of Agreement conflict or contradict each other, both parties shall agree to consult together to reach a final decision. If the Memorandum of Agreement is contrary to or conflict with each other, both parties are required to consult with each other and agree to come up with the final decision.

This Memorandum of Agreement is made in two duplicated copies with exact the same content. Both parties have thoroughly read and understood the whole as their intention. In witness whereof, both parties hereto have signed and affixed the important seals (if any) in the presence of the witnesses and each party has retained a copy thereof.

King Mongkut’s University of Technology  
Thonburi

(Name of Department/Company)

(Sign).....  
(.....)  
(Position) .....

(Sign) .....  
(.....)  
(Position) .....

(Sign) .....Witness  
(.....)  
Position .....

(Sign) ..... Witness  
(.....)  
Position .....