# MEMORANDUM OF UNDERSTANDING BETWEEN

# THE FACULTY OF ASSOCIATED MEDICAL SCIENCES, CHIANG MAI UNIVERSITY (THAILAND) AND

# THE GRADUATE SCHOOL OF HUMAN HEALTH SCIENCES AND THE FACULTY OF HEALTH SCIENCES, TOKYO METROPOLITAN UNIVERSITY (JAPAN)

The Faculty of Associated Medical Sciences, Chiang Mai University in Thailand and the Graduate School of Human Health Sciences and the Faculty of Health Sciences, Tokyo Metropolitan University in Japan entered into this Memorandum of Understanding (hereinafter referred to as "MoU") with the objective to promote academic cooperation and exchange, based upon the principles of equality and reciprocity, between the two institutions.

## 1. Scope of Cooperation and Exchange

## A. Exchange of Academic Staff

Each institution may receive members of the academic staff of the other institution to give lectures, to engage in joint or individual research, or for other educational purposes.

#### B. Cooperation in Research

Both institutions shall strive to cooperate in research by exploring means of promoting symposia, research conferences, the exchange of academic information, the publication of research, and the collection and sharing of research materials and data.

#### C. Other Exchange

The institutions shall strive to cooperate in any other educational and academic exchanges to which they may both agree. If necessary, both parties shall separately make and enter into an appendix with regard to an exchange of students etc. under mutual agreement.

#### 2. Financial Matters

This MoU imposes no financial obligation on either institution.

### 3. Data Protection

Both institutions acknowledge and agree that they need to collect, process, use, disclose and manage personal data relating to academic staff and students in accordance with the policies, rules and regulations of the host institution, which has agreed to receive students and staffs from the other institution for a period of exchange, and all applicable laws of the country where it is located solely for the purposes of the administration of academic cooperation and exchange under this MoU. Both institutions shall ensure that such personal data are held securely and confidentially

at all times.

## 4. Intellectual Property Rights

This MoU shall not grant to either institution any license or right to the intellectual property of the other institution. Intellectual property rights associated with activities under this MoU should be determined based upon the existing policies of both institutions and subject to applicable laws. In the case of a conflict, intellectual property rights should be negotiated on a case by case basis.

#### 5. Term, Termination, and Amendment

This MoU shall commence on July 7, 2021 and remain in force for five years. This MoU supersedes any previous MoU between the two institutions relating to the subject matter of this MoU. Thereafter this MoU shall be renewed for a specific period by mutual agreement in writing between both institutions.

Either institution may terminate this MoU during the term of the MoU by giving written notice to the other institution at least twelve (12) months prior to the date such institution wishes to terminate. However, exchange students and staffs who have already been admitted prior to the proposed termination date shall be allowed to complete his/her study or research within twelve (12) months following the proposed termination date.

No amendments and modifications of any provision of this MoU shall be effective unless made in writing and duly signed by both institutions.

#### 6. Dispute Resolution

Any dispute or claim arising out of or in relation to this MoU shall be resolved in good faith between the two institutions. If the dispute cannot be resolved informally, it shall be referred to a senior post-holder within each institution.

Any dispute or claim not resolved to the satisfaction to both institutions further to the dispute resolution efforts above shall be brought in the courts of the defendant's domicile.

## 7. Governing Law and Legal Jurisdiction

Both institutions agree to comply with any applicable laws in place in their respective jurisdictions and the district courts located within the city in which the institution of a defendant is located unless otherwise agreed and confirmed in writing by both institutions.

This MoU is drawn up in duplicate in English. Each institution shall retain each one (1) copy.

IN WITNESS THEREOF, both institutions have caused this MoU to be executed by their duly authorized representatives.

Signature

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Dean Sakorn Pornprasert, Ph.D.
The Faculty of Associated Medical Sciences,
Chiang Mai University

(DATE) MM /DD /YYYY 12 /28 /2021 Signature

Dean WATANABE Masaru, PhD, MD

The Graduate School of Human Health Sciences and The Faculty of Health Sciences

Tokyo Metropolitan University

(DATE) MM /DD /YYYY