



Memorandum of Understanding Relating to Academic and Research Activities

This Memorandum of Understanding ("MOU") is dated [21 March 2023] and is made between:

1. **University College London**, acting through the Centre for Inflammation and Tissue Repair, Division of Medicine, a body corporate established by Royal Charter with number RC00631 having its registered office at University College London, Gower Street, London, WC1E 6BT herein referred to as "**UCL**" and shall mean and include its successors and assigns.
2. **Chiang Mai University**, acting through the Faculty of Associated Medical Sciences, Chiang Mai University, a public research university in northern Thailand founded in 1964, at 110 Inthawarorot Road, Sri Phumi Sub-District, Muang District, Chiang Mai 50200, Thailand herein referred to as "**CMU**" and shall mean and include its successors and assigns.

Whereas:

A The Parties wish to enter into a collaborative relationship for the general purposes of research and academic collaboration.

B This MOU sets out the principles under which the Parties intend to co-operate.

Now it is hereby agreed as follows:

1. Definitions

In this MOU, the following terms shall have the meaning set out below:

Parties means UCL and CMU.

2. Purpose

2.1. The Parties agree to explore the following activities:

- 2.1.1. Exchange of faculty members, research scholars, and students
- 2.1.2. Joint research activities and meetings on education and research
- 2.1.3. Exchange of materials and technologies in education and research, publications and academic information
- 2.1.4. Cooperation in graduate curricula in the areas of:
 - 2.1.4.1. Biomedical Sciences

- 2.1.4.2. Immunology, bacteriology, molecular biology, biochemistry, infectious and tropical diseases
- 2.1.4.3. Pharmacology, vaccine development and developing techniques and diagnosis in infectious research and immunology.

3. Responsibilities of the Parties

- 3.1. The terms and conditions of any specific programme or activity shall be recorded in a separate formal agreement outlining the commitment of both Parties and approved by the appropriate authorities within the Parties before activity commences.

4. Confidentiality

- 4.1. This clause is intended to be legally binding.
- 4.2. The Parties agree and acknowledge that both the terms of this MOU and the discussions relating to the collaborative activity are confidential and neither party will disclose them without the prior written consent of the other party.
- 4.3. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the activities, business or affairs of the other party except as permitted below.
 - a. Each party may disclose the other party's confidential information:
 - (1) to its employees, officers, or advisers who need to know such information for the purposes of carrying out this MOU. Each party shall ensure that its employees, officers, or advisers to whom it discloses the other party's confidential information comply with this clause 4; and
 - (2) as may be required by law, court order or any governmental or regulatory authority.
 - b. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this MOU.

5. Intellectual Property

This clause is intended to be legally binding. The Parties agree that any intellectual property that is developed as a result of the collaborative activity will be dealt with by appropriate written agreements at the relevant time.

6. Brand and Logo

This clause is intended to be legally binding. Neither Party to this MoU shall use or refer to the name, logo or any other designation of the other Party without the prior written consent of that other Party (such consent not to be unreasonably withheld or delayed). The Parties shall immediately cease to use in any manner whatsoever such materials and the logos, trade marks or other intellectual property rights of the other Party upon termination or expiry of this Agreement for any reason.

7. Contact Persons

Each Party will designate a coordinator to manage and monitor the undertakings outlined in the purposes of this Memorandum of Understanding, as follows:

For UCL:

Prof Jeremy Brown
Prof of Respiratory Infection
Division of Medicine
Faculty of Medical Sciences
jeremy.brown@ucl.ac.uk
020 3108 7728

For CMU:

Dr Ganjana Lertmemongkolchai
A/Prof of Clinical Immunology
Department of Medical Technology
Faculty of Associated Medical Sciences
ganjana.l@cmu.ac.th
+66 53 93 5072

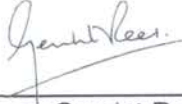
These contacts may only be amended by notification in writing by the relevant Party to the other Party.

8. General

- 8.1. The Parties agree that they will comply with the relevant rules, regulations, policies and procedures of the other organisation to the extent necessary for the purposes of the implementation and operation of this MOU.
- 8.2. This MOU will come into force on the date stated above and will remain in force for a period of three years (the “**Initial Period**”) thereafter, unless terminated in accordance with clause 8.3. It will be subject to review two years from the date of the signatures.
- 8.3. This MOU can be terminated by either party on giving at least 6 months’ notice in writing to the other during the Initial Period.
- 8.4. The terms of this MOU can be amended by mutual agreement in writing of the Parties.
- 8.5. The Parties agree that, save as expressly set out herein the signing of this MOU does not create any legally binding obligations between the Parties.
- 8.6. This clause is intended to be legally binding. This MOU will be governed by and construed in accordance with the laws of England and Wales. The Parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Signed in duplicate, with both copies being equally authentic, by the authorised signatories on behalf of the Parties:

For University College London



Professor Geraint Rees
Vice-Provost (Research, Innovation & Global
Engagement)

Date 16.01.2023

For Chiang Mai University



Professor Sakorn Pornprasert
Dean of the Faculty of Associated Medical
Sciences

Date 21 MAR 2023



Professor Mark Emberton
Dean of the Faculty of Medical Sciences

Date 24.02.2023



Prof Sam Janes
Director of the Division of Medicine

Date 24.02.2023