



TAYLOR'S UNIVERSITY

Wisdom • Integrity • Excellence

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19 มี.ค. 2558  
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กลุ่มงานกิจการต่างประเทศ
เลขรับ..... 75
วันที่..... 06 มี.ค. 2558
เวลา..... 10.00

2<sup>nd</sup> March 2015

Assoc. Prof. Dr Supachai Samappito  
Acting President  
Mahasarakham University  
Thailand

Dear Prof. Samappito

Signed Copy of MOU

With reference to the above, I am pleased to enclose a copy of the fully executed agreement duly signed by our Vice Chancellor and President, Prof Dato' Dr Hassan Said.

We look forward to a fruitful collaboration between our School of pharmacy and the Faculty of Pharmacy, Mahasarakham University.

Thank you.

Yours sincerely,

P.T. Thomas, PhD  
Professor and Dean  
School of Pharmacy  
Taylor's University

เรียน ศาสตราจารย์ ดร.สุพจน์ แซ่มะ

อ. เพื่อโปรดทราบ

ผ. เพื่อโปรดพิจารณา

ผ. เพื่อโปรดพิจารณา

เรียน คณะบดีคณะเภสัชศาสตร์

( ) เพื่อโปรดทราบ

( ) เพื่อโปรดพิจารณา

( ) เพื่อโปรดพิจารณา

ทนาย

(อาจารย์อรรถรัตน์ รักษาศิลป์)

(นางณัฐยา จอมพุทธา)

ผู้ช่วยอธิการบดีฝ่ายกิจการต่างประเทศ

กองประชาสัมพันธ์และกิจการต่างประเทศ

Taylor's University Sdn Bhd  
(Co. No. 149634-D)

No. 1, Jalan Taylor's, 47500 Subang Jaya  
Selangor Darul Ehsan, Malaysia.

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www.taylors.edu.my

ผู้ช่วยอธิการบดีฝ่ายกิจการต่างประเทศ  
13 มี.ค. 2558



TAYLOR'S EDUCATION GROUP

• Taylor's University, Malaysia

• Taylor's College, Malaysia

• Garden International School, Malaysia

• Nexus International School, Malaysia & Singapore

• Australian International School, Malaysia

• Sri Garden International, Malaysia

รองอธิการบดีฝ่ายอำนวยการ รักษาการแทน

ผู้อำนวยการแทนอธิการบดีมหาวิทยาลัยมหาสารคาม

## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU") made on and effective from the 1<sup>st</sup> day of December, 2014.

### Parties

1. **Taylor's University**, an educational institution wholly owned by Taylor's University Sdn. Bhd. (Company No: 149634-D) of No. 1, Jalan Taylor's, 47500 Subang Jaya, Selangor Darul Ehsan, Malaysia (collectively "TU")
2. **Maharakham University**, a public research university of medical sciences, located at Kantarawichai District, Maha Sarakham 44150, Thailand (collectively "MSU")

Individually called "**Party or Institution**" and together called "**Parties or Institutions**"

**WHEREAS** the School of Pharmacy, Taylor's University (SOP) and Faculty of Pharmacy (MSUPharm), Maharakham University intend to promote the institutional relationship and exchange.

**WHEREAS**, this agreement is to promote connections with academic institutions of the world, based on the two universities' faculty and student exchange.

**WHEREAS**, the Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful operation of this Memorandum.

**NOW THEREFORE**, the undersigned Parties agree as follows:

### Objectives

The objectives of this MOU to be explored by the Parties are as follows but not limited to:

- i. to organize Faculty Exchange through the program of Visiting Scholar for short period (up to 3 months) or long period (3-6 months)
- ii. to organize undergraduate and graduate student exchange through Sit-In, Bachelor thesis project, Master thesis project, and Internship Programs from 2 weeks until 6 months
- iii. to organize joint research projects, joint symposia, and joint publication
- iv. to share academic materials, journals and information
- v. to exchange faculty member for journal peer reviewer
- vi. to make other agreements on educational and academic activities

### Understanding

In furtherance of the above objectives, the Parties agree that each will do the following:

1. Appoint a Coordinator to assist in developing, planning and coordinating the collaborative research, educational, and training projects. Each party will identify the name and contact information for its Coordinator as follows:
  - A. Responsible Staff for implementation at TU:  
**Dean, School of Pharmacy, Taylor's University**
  - B. Responsible Staff for implementation at MUPharm:  
**Dean, Faculty of Pharmacy, Mahasarakham University**
2. Prior to initiating any specific activity or program, the parties will negotiate the specific collaborative research, educational and training activities identified above and as the roles of each Party are agreed upon, those collaborative efforts will be reduced to writing as contracts and signed by each party's authorized signatory, describing the terms of the arrangement, including the budgets.
3. TAYLOR and MSUPharm will sign additional agreement to take action for special and joint programs based on this agreement.
4. This agreement shall not bind either institution to any financial commitment.

#### **Term and Termination**

5. This agreement will take effect on the date of signature and will continue in force for a period of five (5) years. This agreement will automatically extend for another five years when it expires.
6. This agreement may be modified or amended via a written notice signed by both institutions. Either institution may terminate this agreement via written notice of the intention to do so; the agreement will then terminate ninety (90) days after the notice is received.

#### **Relationship**

7. Nothing in this MOU shall deem the Parties as joint venturers, partners, or agents for each other, now or in the future, and neither Party can bind the other in any way.

#### **Status**

8. The Parties agree that this MOU does not create a legally binding obligation on either Party but, rather, is intended to facilitate discussions regarding general areas of collaboration.
9. Notwithstanding the non-binding nature of this MOU, each of the Parties acknowledges that it is into this MOU in good faith and with a high level of commitment towards finding areas of Collaboration and concluding the contractual arrangements necessary to cover the work carried out pursuant to the Collaboration.

## Confidentiality

10. Both Parties will keep secure and confidential, and will not use, or permit to be used, any Confidential Information, except to the extent that:
  - the Confidential Information was lawfully in the receiving Party's possession before being disclosed to it by the disclosing Party; or
  - the Confidential Information lawfully enters the public domain; or
  - the Party to whom the Confidential Information relates, consents in writing to its disclosure; or
  - the information in question was independently developed by the receiving Party without reference to the Confidential Information received from the disclosing Party; or
  - the information was received in good faith from a third party, where no obligation of confidentiality is owed to the third party; or
  - disclosure is required by law in any country, in which case the receiving Party will promptly notify the disclosing Party so as to allow the disclosing Party a reasonable time to oppose such process; or
11. Both Parties must ensure that their respective agents or employees who receive, or may receive, Confidential Information are aware of, and are bound by, these confidentiality provisions.
12. These confidentiality provisions are in addition to, and do not detract from, any duties of confidentiality imposed on either Party by law, equity or contract.

## Intellectual property

13. The Parties acknowledge that nothing in this MOU shall be construed as granting either Party any rights in the Intellectual Property and all associated goodwill of the other.
14. In the absence of any written agreement to the contrary, Intellectual Property developed by the Parties during the course of the Collaboration, shall remain the sole property of the Party which developed that Intellectual Property.

## Use of Name

15. The Parties agree not to use each others names in advertising or other form of publicity without prior written consent of that Party. However, the Parties agree in advance that each may use the name of the other in announcing this MOU.

## Notice

16. All notices and documents required to be delivered or served by one party to this Agreement on the other may be delivered or served by delivering or sending them by pre-paid post, facsimile transmission or pre-paid courier, receipt acknowledged to the address of both Parties stated above or the last known address.

## Language

This Memorandum of Agreement will be made and signed in duplicate in the English language.

## Authorized Signatories

17. Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

## Definitions

18. In this MOU:

'Confidential Information' means:

- (a) the terms of this MOU;
- (b) all information relating to the administration, organisation, marketing strategies, or finances of MSUPharm and TU;
- (c) scientific information exchanged between MSUPharm and TU or their employees, agents and contractors.
- (d) Intellectual Property or other property;
- (e) Personal Data of Staff and any other privacy information
- (f) anything else provided by one Party to the other in any form on a confidential basis.

'Intellectual Property'

means any industrial and intellectual property right of any kind, constituted by any rule of law or by legislation in any country including, but not limited to, copyright, trademark, design, patent or other proprietary rights in know how and all associated goodwill, Confidential Information, trade secrets, unregistered trade marks and any pending right based on an application for registration of such right.

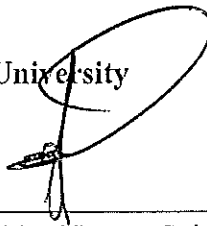
## Execution

This MOU was executed on the later of the two dates written below:

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### INSTITUTIONAL REPRESENTATIVES

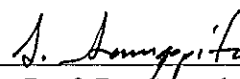
Taylor's University



Prof. Dato' Dr Hassan Said  
President  
Taylor's University

Date: \_\_\_\_\_

Maharakham University



Assoc. Prof. Dr. Supachai Samappito  
President  
Maharakham University

Date: \_\_\_\_\_

