



## บันทึกข้อความ

คณะเภสัชศาสตร์
รับที่.....1081
วันที่.....1.0.เม.ย. 2560
เวลา.....5.25

ส่วนราชการ กลุ่มงานกิจการต่างประเทศ กองประชาสัมพันธ์และกิจการต่างประเทศ หมายเลขภายใน 1338  
ที่ ศร 0530.1(10.3)/ 468 วันที่ ๗ เมษายน 2560

เรื่อง ขอส่งสำเนานบันทึกความเข้าใจ (MoU) ระหว่าง มหาวิทยาลัยมหาสารคาม กับ University Haiphong of Medicine and Pharmacy (HPMU) สาธารณรัฐสังคมนิยม และ Universitas Sanata Dharma (USD) สาธารณรัฐอินโดนีเซีย

เรียน คณบดีคณะเภสัชศาสตร์

ตามที่ คณะเภสัชศาสตร์ ได้แจ้งความประสงค์ในการลงนามบันทึกความเข้าใจ (MoU) ร่วมกับ University Haiphong of Medicine and Pharmacy (HPMU) สาธารณรัฐสังคมนิยมเวียดนาม และ Universitas Sanata Dharma (USD) สาธารณรัฐอินโดนีเซีย ซึ่งคู่สัญญาทั้งสองฝ่ายได้ลงนามในเอกสารเป็นที่เรียบร้อยแล้ว นั้น ในการนี้ กลุ่มงานกิจการต่างประเทศ กองประชาสัมพันธ์และกิจการต่างประเทศ จึงขอส่งสำเนานบันทึกความเข้าใจของทั้งสองสถาบันดังกล่าว จำนวนอย่างละ 1 ฉบับ มาเพื่อใช้เป็นเอกสารอ้างอิงในการดำเนินกิจกรรมต่างๆ ร่วมกัน โดยฉบับจริงจะถูกจัดเก็บไว้ ณ กลุ่มงานกิจการต่างประเทศ กองประชาสัมพันธ์และกิจการต่างประเทศ ซึ่งจะมีการจัดเก็บข้อมูลการจัดกิจกรรมต่างๆ ทุก 6 เดือน เพื่อรายงานต่อผู้บริหารมหาวิทยาลัยทราบ หากท่านมีข้อสงสัยประการใดกรุณาติดต่อสอบถามมายัง นางสาวศิเรมอร ประทุมทิพย์ นักวิเทศสัมพันธ์ หมายเลขภายใน 1253

จึงเรียนมาเพื่อโปรดทราบ

เรียน คณบดีคณะเภสัชศาสตร์

(✓) เพื่อโปรดทราบ

(✓) เพื่อโปรดพิจารณา

(✓) เห็นสมควรแจ้ง

- ดร.วิมล / ดร.วิมล (ผู้ช่วยศาสตราจารย์ชลธิ โพธิ์ทอง)  
- ดร.วิมล / ดร.วิมล (ผู้ช่วยอธิการบดีฝ่ายประชาสัมพันธ์และกิจการต่างประเทศ)  
- ดร.วิมล / ดร.วิมล

99 เม.ย. 60

นางสาวเกศวิมลพันธ์  
นางสาวเกศวิมลพันธ์

11 เม.ย. 60



สำเนา



## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU") made on and effective from 17 January 2017.

### Parties

1. **Haiphong University of Medicine and Pharmacy**, a public research university of health sciences, located at No. 72A Nguyen Binh Khiem Street, Ngo Quyen, Hai Phong, Vietnam (collectively "**HPMU**")
2. **Mahasarakham 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** Haiphong University of Medicine and Pharmacy (HPMU) and Faculty of Pharmacy, Mahasarakham University (MSU) 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.

สำเนาถูกต้อง

(ผู้ช่วยศาสตราจารย์ชลรี โพธิ์ทอง)

~ 1 ~

ผู้ช่วยอธิการบดีฝ่าย ประชาสัมพันธ์และกิจการต่างประเทศ

## 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 HPMU:  
**Dean, Faculty of Pharmacy, Haiphong University of Medicine and Pharmacy**
  - B. Responsible Staff for implementation at MSU:  
**Acting 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. HPMU and MSU 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 ventures, 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.

สำเนาถูกต้อง

(ผู้ช่วยศาสตราจารย์ ดร. ไพรัช ทอง)

รองอธิการบดีฝ่าย ประสานสัมพันธ์และกิจการต่างประเทศ

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.

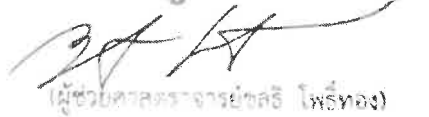
### **Intellectual property**

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 other's 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.

**สำเนาถูกต้อง**

  
(ผู้ช่วยศาสตราจารย์ พลโททอง)

## 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 Understanding 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, organization, marketing strategies, or finances of MSU and HPMU;
- (c) Scientific information exchanged between MSU and HPMU 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:

สำเนาถูกต้อง

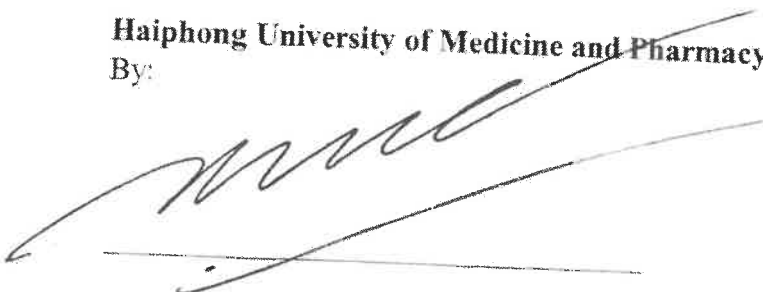



(ผู้ช่วยศาสตราจารย์ พิชัย พิธีทอง)

INSTITUTIONAL REPRESENTATIVES


Haiphong University of Medicine and Pharmacy  
By:


Maharakham University  
By:

  
Pham Van Thuc, MD., PhD.  
Professor, President  
Haiphong University of Medicine and Pharmacy


  
PROF. SAMPAN RITTIDECH, D. ENG.  
Professor, President  
Maharakham University

Signed in the presence of:

  
DR. NGUYEN VAN HUNG  
Dean, Faculty of Pharmacy  
Haiphong University of  
Medicine and Pharmacy

  
ASST. PROF. CHANUTTHA PLOYLEAMSANG  
Acting Dean, Faculty of Pharmacy  
Maharakham University

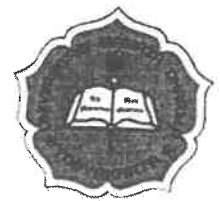
สำเนาถูกต้อง

  
(ผู้ช่วยศาสตราจารย์ชลธิ โพธิ์ทอง)

ผู้ช่วยอธิการบดีฝ่าย ประชาสัมพันธ์และกิจกรรมต่างประเทศ



สำเนา



## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding executed this 1<sup>st</sup> day of 17 January 2017, by and between:

### Parties

1. **Faculty of Pharmacy, Universitas Sanata Dharma**, located at Kampus III, Paingan Maguwoharjo Depok Sleman Yogyakarta Indonesia (collectively "USD")
2. **Mahasarakham 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** Faculty of Pharmacy, Universitas Sanata Dharma (USD) and Faculty of Pharmacy, Mahasarakham University (MSU) 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

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สำเนาถูกต้อง

(ผู้ช่วยศาสตราจารย์ชลธิ์ โพธิ์ทอง)

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สำเนาถูกต้อง



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(ผู้ช่วยศาสตราจารย์ชลธิ โพธิ์ทอง)

## Status

ผู้ช่วยอธิการบดีฝ่าย ประชาสัมพันธ์และกิจกรรมต่างประเทศ

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สำเนาถูกต้อง



(ผู้ช่วยศาสตราจารย์ ดร. ไพรัช ทอง)

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สำเนาถูกต้อง

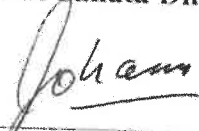


## Execution

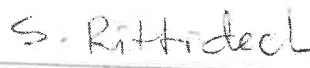
This MOU was executed on the later of the two dates written below:

INSTITUTIONAL REPRESENTATIVES


Universitas Sanata Dharma

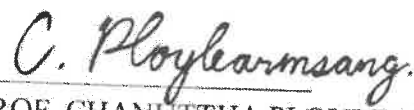
  
JOHANES EKA PRIYATMA, Ph.D.  
Rector  
Universitas Sanata Dharma

Maharakham University

  
SAMPAN RITTIDECH, D.Eng.  
Professor, President  
Maharakham University

Signed in the presence of:

  
DR. ARIS WIDAYATI  
Dean, Faculty of Pharmacy  
Universitas Sanata Dharma

  
ASST. PROF. CHANUTTHA PLOYLEARMSANG  
Acting Dean, Faculty of Pharmacy  
Maharakham University

BEFORE ME, this 17 day of Jan at the City of Maharakham, personally appeared the following:

Name	Gov't Issued ID No./	Date of Issue/Expiry
	Passport No. A 7874 789	Place of Issue

DR. JOHANES EKA PRIYATMA  
PROF. SAMPAN RITTIDECH, D.ENG.

Known to me to be the same persons who executed this instrument and acknowledged that the same is their true voluntary act and deed and that of the respective offices they represent.

This refers to a Memorandum of Understanding consisting of five (5) pages, including this page and the Annex attached hereto and considered and integral part hereof, wherein this acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND SEAL on the date and place first above written.

Doc No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series 2016

สำเนาถูกต้อง



(ผู้ช่วยศาสตราจารย์ พริตอง)

ผู้ทนายอัยการคดีฝ่าย ประชาสัมพันธ์และกิจการต่างประเทศ