

บันทึกข้อความ

ส่วนราชการ กลุ่มงานกิจการต่างประเทศ กองประชาสัมพันธ์และกิจการต่างประเทศ หมายเลขภายใน 1253 ที่ ศธ 0530.1(10.3)/ ไไ วันที่ 31 พฤษภาคม 2560

เรื่อง ขอส่งสำเนาบันทึกความเข้าใจ ระหว่าง มหาวิทยาลัยมหาสารคาม (คณะเภสัชศาสตร์) กับ University of the Philippines, Manila (UPM) สาธารณรัฐฟิลิปปินส์

เรียน คณบดีคณะเภสัชศาสตร์

ตามที่ คณะเภสัชศาสตร์ ได้แจ้งความประสงค์ในการลงนามในบันทึกความเข้าใจ ระหว่าง มหาวิทยาลัยมหาสารคาม (คณะเภสัชศาสตร์) กับ University of the Philippines, Manila (UPM) สาธารณรัฐฟิลิปปินส์ โดยมีผลตั้งแต่วันที่ 3 พฤษภาคม 2560 – 2 พฤษภาคม 2565 รวมระยะเวลา 5 ปี ซึ่งคู่สัญญาทั้งสองฝ่ายได้ลงนามในเอกสารดังกล่าวเป็นที่เรียบร้อยแล้วนั้น

ในการนี้ กลุ่มงานกิจการต่างประเทศ กองประชาสัมพันธ์และกิจการต่างประเทศ จึงขอส่ง สำเนาบันทึกความเข้าใจ (MoU) ฉบับภาษาอังกฤษ จำนวน 1 ฉบับ มาเพื่อใช้เป็นเอกสารอ้างอิงในการจัด กิจกรรมต่างๆ ตามที่ระบุไว้ใน Action Plan โดยฉบับจริงจะถูกจัดเก็บไว้ ณ กลุ่มงานกิจการต่างประเทศ กองประชาสัมพันธ์และกิจการต่างประเทศ ซึ่งจะทำการจัดเก็บข้อมูลการจัดกิจกรรมต่างๆ ทุก 6 เดือน เพื่อรายงานต่อคณะกรรมการบริหารมหาวิทยาลัยทราบ ทั้งนี้ หากท่านมีข้อสงสัยประการใดกรุณาสอบถาม นางสาวศิเรมอร ประทุมทิพย์ ผู้ประสานงาน หมายเลขภายใน 1253

จึงเรียนมาเพื่อโปรดทราบ

เรียน คณบดีคณะเภสัชศาสตร์

(🍌 เพื่อโปรดทราบ

(ที่เพื่อโปรดพิจารณา - เช้า กก.บริพา (ที่เห็นสมควรแจ้ง - พา.ปางวิเทศ)

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(ผู้ช่วยศาสตราจารย์ชลธี โพธิ์ทอง)

ผู้ช่วยอธิการบดีฝ่ายประชาสัมพันธ์และกิจการต่างประเทศ

มอนงานาเทศจากาเมินพ



MEMORANDUM OF UNDERSTANDING (MOU)



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

Parties

- 1. **UNIVERSITY OF THE PHILIPPINES**, the national university of the Philippines, a public and secular institution of higher learning, created by virtue of Act No. 1870, as amended and recognized and operating by virtue of Republic Act No. 9500, through its constituent university, University of the Philippines Manila, with office address at 8/F RCB Building, Philippine General Hospital, Manila, represented herein by its Chancellor, DR. CARMENCITA D. PADILLA, hereinafter referred to as "UPM" and
- 2. MAHASARAKHAM UNIVERSITY, a public research university of medical sciences, located at Kantarawichai District, Maha Sarakham 44150, Thailand represented herein by DR. SAMPAN RITTIDECH hereinafter referred to as MSU

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

WHEREAS College of Pharmacy, University of the Philippines Manila (UPM) 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.

(ผู้ช่วยศาสตราจารย์ชลธี โพธิ์ทอง)

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ผู้ช่วยอธิการบดีฝ่ายประชาสัมพันธ์และกิจการต่าง**ประเทศ**

Understanding

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

- Appoint a Coordinator to assist in developing, planning and coordinating the collaborative 1. research, educational, and training projects. Each party will identify the name and contact information for its Coordinator as follows:
 - Responsible Staff for implementation at UPM: A.

Dean, College of Pharmacy, University of the Philippines Manila

Responsible Staff for implementation at MSU: B.

Acting Dean, Faculty of Pharmacy, Mahasarakham University

- Prior to initiating any specific activity or program, the parties will negotiate the specific 2. 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.
- UPM and MSU will sign additional agreement to take action for special and joint programs 3. based on this agreement.
- 4. This agreement shall not bind either institution to any financial commitment.

Term and Termination

- This agreement will take effect on the date of signature and will continue in force for a period 5. of five (5) years. This agreement will automatically extend for another five years when it expires.
- This agreement may be modified or amended via a written notice signed by both institutions. 6. 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

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

Status

สำเนาถูกต้อง

The Parties agree that this MOU does not create a legally binding obligation on either Party but, 8. rather, is intended to facilitate discussions regarding general areas of collaboration.

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(ผู้ช่วยศาสตราจารย์ชลธี โพธิ์ทอง)

ผู้ช่วยอธิการบัดเยียประชาสัมพันธ์และกิจการต่างประเทศ

9. Not withstanding 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.

รฐศาสตราจารย์ชลธี โพธิ์ทอง)

ผู้ช่วยอธิการบดีฝ่ายปร**ะช**าสัมพันธ์และกิจการต่**างประเทศ**

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:

- The terms of this MOU: (a)
- information relating (b) to the administration, organization, marketing strategies, or finances of MSU and UPM;
- (c) Scientific information exchanged between MSU and UPM or their employees, agents and contractors.
- (d) Intellectual Property or other property;
- Personal Data of Staff and any other privacy information (e)
- Anything else provided by one Party to the other in any (f) 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

(ผู้ช่วยศาสตราจารย์ชลธี โพธิ์ทอง) เรบดีฝ่ายประช_ิใส้ม์พันธ์และกิจการต่า**งประเทศ**

INSTITUTIONAL REPRESENTATIVES

University of the Philippines Manila By:	Mahasarakham University By:
and and . Ca	S. Rittided
DR. CARMENCITA D. PADILLA Chancellor	PROF. SAMPAN RITTIDECH, D. ENG. President
Signed in the presence of:	
MONET M. LOQUIAS, PHD, MHPED Dean, College of Pharmacy UP Manila	C, Ploylarmsung. ASST. PROF. CHANUTTHA PLOYLEARMSANG Acting Dean, Faculty of Pharmacy Mahasarakham University
REPUBLIC OF THE PHILIPPINES CITY OF MANILA BEFORE ME, this day of at the City of Manila, Philippines, personally	
appeared the following:	
Name Gov't Issued ID No./ Passport No.	Date of Issue/Expiry Place of Issue
DR. CARMENCITA D. PADILLA 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 land every page thereof.	
WITNESS MY HAND SEAL on the date and place first above written.	
Doc No. 260 : 20191200 20	

(ผู้ช่วยศาสตราจารย์ชลธี โพธิ์ทอง) Series 2016 PTR# 5939951 - Mla. 1-3-2017 ผู้ช่วยอธิการบดีฝ่ายประชาสัมพันธ์และกิจการต่างประเ**หต์แ**# 12088, TIN# 132-436-687

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Book No.

Notary Public until Dec. 31, 2017 Notarial Commission 2016-011 Mla. IBP# 1009339 Pasig 09-24-15 until 2017

MCLE Compl. No. V-0005232 until 4-14-19