



Memorandum of Understanding

This Memorandum of Understanding (the "MOU") is dated 4 August 2017

Parties

- 1) **University of Reading** (an independent corporation with charitable status established by Royal Charter with number RC000665) of Whiteknights, PO Box 217, Reading, United Kingdom, RG6 6AH; and
- 2) **Chiang Mai University** of, 239 Huay Kaew Road, Muang District, Chiang Mai, Thailand, 50200

each a "Party" and together the "Parties".

1. Background and Purpose

- 1.1. The Parties wish to enter into discussions into the potential collaboration in higher education teaching and research.
- 1.2. In furtherance of this objective, the Parties agree to co-operate in order to:
 - 1.2.1. Foster opportunities for collaborative research, publications and colloquia
 - 1.2.2. Promote staff and postgraduate research student exchanges for the purpose of personal and professional development
 - 1.2.3. To facilitate the admission of qualified students from one Institution to the other for the purpose of enrolling in undergraduate and graduate programmes
 - 1.2.4. Develop taught student exchange links
 - 1.2.5. Develop taught programmes
 - 1.2.6. Exchange of academic materials and publications
 - 1.2.7. Provide cultural and intellectual enrichment opportunities for staff and students of both parties
 - 1.2.8. Provide opportunities for attendance on International Summer School and other short courses at the respective partners
- 1.3. Any collaboration or arrangement that arises as a result of the discussions envisaged by this MOU will be the subject of a separate agreement.
- 1.4. With the exception of the provisions relating to Confidentiality detailed at Clause 5 and Intellectual Property detailed at Clause 6, the MOU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from the MOU. The Parties enter into the MOU intending to honour all their obligations.

2. Charges

- 2.1. Unless agreed otherwise in writing, the Parties shall each bear their own costs and expenses incurred in relation to the subject matter of the MOU.

3. Term and Duration

- 3.1. The MOU shall commence on the date of signature by both Parties and shall continue for a period of five years, at which point it can be renewed or will terminate automatically.
- 3.2. Either Party may terminate the MOU prior to the end of its period of operation by giving at least three months' written notice to the other Party.

4. Data Protection

- 4.1. If the Parties wish to share any personal data during collaboration discussions, they agree that they will first enter into a separate data processing agreement to ensure compliance with applicable data protection and privacy legislation and each Party's requirements.

5. Confidentiality

- 5.1. For the purposes of the MOU, "**Confidential Information**" shall mean confidential or sensitive commercial, financial, marketing, technical, or other information, know-how, Intellectual Property, or trade secrets relating to one of the Parties, in any form or medium, whether disclosed orally or in writing before or after the date of the MOU in relation to a potential collaboration, together with any reproductions of such information in any form or medium or any part thereof.
- 5.2. Neither Party will use or disclose the other Party's Confidential Information other than as permitted by the MOU or expressly agreed in writing by the disclosing Party.
- 5.3. A Party may use the other Party's Confidential Information strictly for the purposes of assessing the merits of a potential collaboration only and may disclose the other Party's Confidential Information only to those persons strictly necessary for the purpose of assessing the merits of a potential collaboration and provided it procures that the confidentiality obligations in the MOU are observed by (and that confidentiality agreements are in place with) all those that it discloses the other Party's Confidential Information to.
- 5.4. The provisions of this paragraph shall not apply to:
 - 5.4.1. Any information that is in the public domain at the date of the MOU, or which subsequently comes into the public domain after the date of the MOU other than by breach of the MOU or other confidentiality agreement;
 - 5.4.2. Any information already in the possession of a Party at the date of the MOU other than under an obligation of confidentiality;

- 5.4.3. Any information obtained without any obligation of confidence from a third Party that is not in breach of a confidentiality agreement with the disclosing Party; or
- 5.4.4. Is required to be disclosed under applicable law, or by order of a court, or other authority of competent jurisdiction (in which case the parties shall provide advance notice of each other prior to such disclosure).
- 5.5. These confidentiality provisions shall be deemed effective from the date of signature of the MOU by both Parties and shall remain in full force and effect without limit of period, subject to Clause 5.4.
- 5.6. Each Party shall notify the other Party immediately if it becomes aware of any disclosure in breach of the confidentiality obligations in the MOU and shall take all such steps as are reasonably necessary to prevent further disclosure.

6. Intellectual Property

- 6.1. For the purposes of the MOU, "Intellectual Property" shall mean all patents, utility models, inventions, copyright and related rights, database rights, trademarks, service marks, business names, domain names, performer's rights, rights in get-up, design rights, copyright and related rights, goodwill and the right to sue for passing off, know-how and trade secrets, and all other intellectual property rights anywhere in the world, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted such rights or forms of protection which subsist now or in the future in any part of the world.
- 6.2. Each Party will retain ownership of any Intellectual Property created or acquired by it unless otherwise expressly agreed in writing between the Parties. If Intellectual Property is shared with the other Party in connection with the subject matter of the MOU, it will be subject to the confidentiality obligations set out in the MOU.
- 6.3. The Parties agree that Intellectual Property should only be jointly developed or licensed between the parties once appropriate written terms have been put in place between the Parties.

7. Additional matters

- 7.1. Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of the MOU.
- 7.2. No licence or other permission is given by either Party to the other to use its title and logo, unless expressly agreed in writing between the Parties.
- 7.3. Nothing in the MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

7.4. The MOU is personal to the Parties and no Party shall assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under the MOU without the prior written consent of the other Party.

8. Variation

8.1. The Parties can vary the terms of the MOU at any point provided such amendment is in writing, is stated to refer to this MOU and has been signed by both Parties.

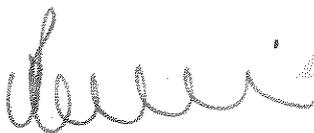
9. Governing Law

9.1. The MOU shall be governed by and construed in accordance with English law and each Party agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales.

9.2.

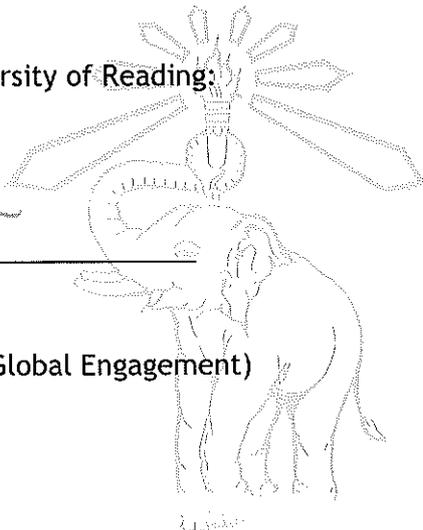
9.3. If this MoU has been drawn up in two or more languages, in the event of any conflicts with respect to the interpretation thereof, the English language version of this Agreement shall be the sole authoritative version.

Signed on behalf of the University of Reading:



Name: Mr Vincenzo Raimo

Title: Pro-Vice-Chancellor (Global Engagement)



Signed on behalf of Chiang Mai University:



Name: Associate Professor Rome Chiranukrom

Title: Acting Vice President for International Relations and Alumni Affairs