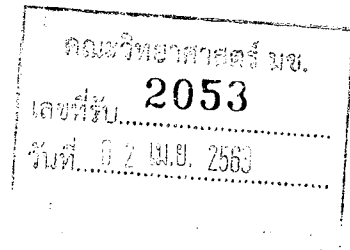




บันทึกข้อความ



ส่วนงาน.....สำนักงานมหาวิทยาลัย สำนักงานบริหารงานวิจัย โทร. 43613 โทรสาร 43600.....

ที่.....อว.8392(10)/ 851วันที่ 2เมษายน 2563.....

เรื่อง.....ลงนามในหนังสืออนุญาตให้นำตัวอย่างไปดำเนินการวิจัย ณ ต่างประเทศ (รศ.ดร.ภาณุวรรณ จันทวรร ญกร)

เรียน คณบดีคณะวิทยาศาสตร์

สำนักงานบริหารงานวิจัย มหาวิทยาลัยเชียงใหม่ ขอส่งเอกสารดังแนบมาเพื่อ

- () เพื่อโปรดทราบ
- () เพื่อโปรดทราบ และถือปฏิบัติ
- (✓) เพื่อโปรดทราบและพิจารณาดำเนินการในส่วนที่เกี่ยวข้อง

(ศาสตราจารย์ ดร.สิัญชัย จตุรสิทธิ์ธา)

รักษาการแทนผู้อำนวยการสำนักงานบริหารงานวิจัย



บันทึกข้อความ

วท๔๓๙๒(๑๐)/



2563042000215

ส่วนงาน สำนักงานมหาวิทยาลัย สำนักงานบริหารงานวิจัย โทร. 43613 โทรสาร 43600

ที่ อว 8392(10)/

วันที่ 30 มีนาคม 2563

เรื่อง โปรดพิจารณาลงนามในหนังสืออนุญาตให้นำตัวอย่างไปดำเนินการวิจัย

เรียน อธิการบดี (ผ่าน รองศาสตราจารย์ ดร.สัมพันธ์ สิงหราชวราพันธ์)

สรุปเรื่อง

ตามที่ คณะวิทยาศาสตร์ ได้มีความร่วมมือทางวิชาการกับ University of North Carolina at Greensboro ประเทศสหรัฐอเมริกา และดำเนินการวิจัยเรื่อง “การพัฒนาของผึ้งไทยโดยใช้การวิเคราะห์จากการแสดงออกของยีน” ภายใต้ความดูแลของ รองศาสตราจารย์ ดร.ภาณุวรรณ จันทวรรณกุล สังกัด ภาควิชาชีววิทยา ณ มหาวิทยาลัยเชียงใหม่ และมี Mr. Jacob Herman และ Prof. Dr.Olav Rueppell เป็น นักวิจัยร่วมในโครงการ นั้น

บัดนี้ เนื่องจากการระบาดของไวรัส COVID 19 ทำให้แผนการวิจัยไม่สามารถดำเนินการตาม แผนได้ ดังนั้น Mr. Jacob Herman และ Prof. Dr.Olav Rueppell จึงมีความประสงค์จะนำตัวอย่างผึ้ง จำนวน 300 ตัวอย่าง กลับไปดำเนินการวิเคราะห์ที่ประเทศสหรัฐอเมริกา ในวันที่ 31 มีนาคม 2563 ในกรณีนี้ คณะฯ ใคร่ขอมหาวิทยาลัยพิจารณาลงนามใน (ร่าง) Material Transfer Agreement เพื่อใช้ประกอบการนำ ตัวอย่างผึ้งออกนอกราชอาณาจักร รายละเอียดดังแนบ ข้อมูลที่เกี่ยวข้อง

(ร่าง) Material Transfer Agreement ดังกล่าวได้ผ่านความเห็นชอบจากคณะกรรมการ บริหารประจำคณะฯ เป็นที่เรียบร้อยแล้ว ทั้งนี้ MTA ฉบับนี้ ไม่มีประเด็นที่เกี่ยวข้องด้านทรัพย์สินทางปัญญา ข้อเสนอเพื่อพิจารณา

จึงเรียนมาเพื่อโปรดพิจารณาลงนามใน (ร่าง) Material Transfer Agreement จำนวน 1 ฉบับ (1 แห่ง)

คำสั่ง

ทรงมีมติ
(30/03/63)

วัน
30 มี.ค. 63.

ลงนามแล้ว

31 มี.ค. 2563

(ศาสตราจารย์คลินิก นายแพทย์นิเวศน์ นันทจิต)
อธิการบดีมหาวิทยาลัยเชียงใหม่

30/3/63

30 มี.ค. 63

๓๑ มี.ค. ๒๕๖๓



บันทึกข้อความ

ส่วนงาน ภาควิชาชีววิทยา คณะวิทยาศาสตร์

โทร.943349-50 ต่อ 1103

ที่ อว 8393(13.3)/-

วันที่ 18 มีนาคม 2563

เรื่อง ขอเสนอ (ร่าง) ข้อตกลงการใช้ตัวอย่างชีวภาพ

งานบริหารงานวิจัย
บริการวิชาการและวิเทศสัมพันธ์
เลขที่รับ..... 874
วันที่..... ๑๙ มี.ค. ๒๕๖๓
เวลา..... 10.13 น.

เรียน อธิการบดีมหาวิทยาลัยเชียงใหม่ (ผ่านหัวหน้าภาควิชาชีววิทยา)

ตามที่มหาวิทยาลัยเชียงใหม่ได้ลงนามความร่วมมือทางวิชาการกับ University of North Carolina at Greensboro ประเทศสหรัฐอเมริกาแล้ว ทาง Prof. Dr. Olav Rueppell ได้นำนักศึกษาแลกเปลี่ยน Mr. Jacob Herman มาทำวิจัยเรื่อง “การพัฒนาของผึ้งไทยโดยใช้การวิเคราะห์จากการแสดงออกของยีน” ณ มหาวิทยาลัยเชียงใหม่ นั้น

ทั้งนี้ Mr. Jacob Herman และ Prof. Dr. Olav Rueppell มีความประสงค์นำตัวอย่างผึ้งจำนวน 300 ตัวอย่างกลับไปวิเคราะห์ที่ประเทศสหรัฐอเมริกา ในวันที่ 31 มีนาคม 2563 เนื่องจากมีการระบาดของเชื้อไวรัส COVID 19 ทำให้แผนงานวิจัยไม่สามารถดำเนินการได้ตามแผนดำเนินการได้ ทางคณะผู้วิจัยจึงขอความอนุเคราะห์ภาควิชาชีววิทยาดำเนินเอกสารไปยังมหาวิทยาลัยเชียงใหม่เพื่อพิจารณาต่อไป พร้อมกันนี้ได้แนบเอกสาร จำนวน 2 ฉบับ ดังรายการต่อไปนี้

1. (ร่าง) ข้อตกลงการใช้ตัวอย่างชีวภาพ

2. สำเนาข้อตกลงความร่วมมือทางวิชาการกับ University of North Carolina at Greensboro ประเทศสหรัฐอเมริกา

๑๘ มีนาคม ๒๕๖๓

ที่ อว ๘๓๙๓(๑๓.๓)/๖๕๗๗ จึงเรียนมาเพื่อโปรดพิจารณาให้ความอนุเคราะห์ จะขอบพระคุณยิ่ง
เรียน คณบดีคณะวิทยาศาสตร์

ด้วย รศ.ดร.ภาณุวรรณ จันทวรรณกุล ได้ประสานงานมายังภาควิชาชีววิทยา เพื่อขอเสนอ (ร่าง) Material Transfer Agreement ระหว่าง University of North Carolina at Greensboro กับ มหาวิทยาลัยเชียงใหม่ เพื่อให้ Prof.Dr.Olav Rueppell พร้อมด้วย Mr.Jacob Herman ซึ่งเป็นบุคลากรและนักศึกษาสังกัด University of North Carolina at Greensboro ที่ได้เดินทางมาแลกเปลี่ยนทำวิจัย ณ มหาวิทยาลัยเชียงใหม่ ภายใต้ MOU.ระหว่างสองสถาบัน สามารถที่จะนำตัวอย่างผึ้งจำนวน ๓๐๐ ตัวอย่าง กลับไปวิเคราะห์ที่ประเทศสหรัฐอเมริกา ในวันที่ ๓๑ - มีนาคม ๒๕๖๓ นี้ เนื่องจากมีภาวะการระบาดของเชื้อไวรัส COVID ๑๙ ทำให้แผนงานวิจัยไม่สามารถดำเนินงานได้ตามแผนที่กำหนดไว้ พร้อมกันนี้ได้แนบ (ร่าง) Material Transfer Agreement จำนวน ๑ ชุดเพื่อประกอบการพิจารณา

จึงเรียนมาเพื่อโปรดพิจารณา

(ผู้ช่วยศาสตราจารย์ ดร.ชิตชล ผลารักษ์)

หัวหน้าภาควิชาชีววิทยา

(รองศาสตราจารย์ ดร. ภาณุวรรณ จันทวรรณกุล)
ผู้ร่วมวิจัย



ศูนย์บริหารงานวิจัย	
มหาวิทยาลัยเชียงใหม่	
เลขที่	1937
วันที่	๒๗ มี.ค. ๒๕๖๓
เวลา	11.5๐ น.

วันที่ ๒๖ มีนาคม ๒๕๖๓

ที่ อว ๘๓๘๓(๑๓)/ ๑ ๕๕๕๘

เรียน ผู้อำนวยการกองวิเทศสัมพันธ์

เพื่อโปรดนำเสนอ (ร่าง) MTA ต่อมหาวิทยาลัยพิจารณา
 ให้ความเห็น ทั้งนี้ (ร่าง) MTA ดังกล่าวได้ผ่านความเห็นชอบจาก
 คณะกรรมการบริหารประจำคณะฯ โดยการแจ้งเวียน เมื่อวันที่
 ๒๖ มีนาคม ๒๕๖๓ ตามรายละเอียดดังแนบ จะขอบคุณยิ่ง

(รองศาสตราจารย์ ดร.ประสิทธิ์ วังภคพัฒนวงศ์)

รองคณบดีฝ่ายวิจัยและวิเทศสัมพันธ์

ปฏิบัติการแทนคณบดีคณะวิทยาศาสตร์

Material Transfer Agreement

This agreement is under the Memorandum of Understanding Between Chiang Mai University and The University of North Carolina at Greensboro is made and is effective as of January 7, 2020.

Wherein

Chiang Mai University 239 Huaykaew Road A. Muang, Chiang Mai 50200, Thailand. (hereinafter referred to as the “**PROVIDER**”) and The University of North Carolina at Greensboro, 207 Foust Building, PO Box 26170, Greensboro, NC 27402-6170, USA. (hereinafter referred to as the “**RECIPIENT**”) (hereinafter collectively referred to as the “Parties” and each individually a “Party”) enter into this Material Transfer Agreement (this “**Agreement**”) on the terms and conditions defined in the **Terms and Conditions of the Material Transfer Agreement** attached to this **Agreement**, for the provision of the MATERIAL set out in the Agreement Particulars as follows;

Agreement Particulars

1. The “PROVIDER”	Chiang Mai University	
	Contact Person	Panuwan Chantwannakul
	Position, Dept.	Associate Professor
2. The “RECIPIENT”	The University of North Carolina at Greensboro	
3. The “MATERIAL”	Name	Honey bee samples
	Details	Apis florea, Apis dorsata
	Quantity	800
4. Purpose of Use	Transcriptome analyses	
5. Conditions of Use	Research purpose only	
6. Recipient Researcher(s) Recipient Student (s)	Prof Olav Rueppell	
	Mr Jake Herman (Student Exchange)	
7. Place(s) of Use	The University of North Carolina at Greensboro, USA	
8. Modifications to the Material <small>(To be selected from 3-options.)</small>	<input checked="" type="checkbox"/> Prohibited	
	<input type="checkbox"/> Approval required on case-by-case basis	
	<input type="checkbox"/> Approved	
9. Publications of Results Obtained by Using the Material <small>(To be selected from 3-options.)</small>	<input checked="" type="checkbox"/> Consultation required on case-by-case basis	
	<input type="checkbox"/> Approved, on the condition that the Recipient clearly specifies the source	
	<input type="checkbox"/> Approved	
10. Fee	_____ - _____ Bath (excluding consumption tax)	

11. Due Date for Payment of Fee	_____ - _____ [day month, year]
12. Confidentiality Period	<u> 5 </u> years from the execution date of this Agreement
13. Period for Reporting New Results	<u> 5 </u> years from the execution date of this Agreement
14. Effective Term	from the execution date of this Agreement until <u> 01 </u> <u> 04 </u> <u> 2020 </u> [day month, year]
15. Dealing with the Material after Termination of Agreement <small>(To be selected from 3-options.)</small>	<input type="checkbox"/> Return it (Chapters 1 and 2 apply) <input checked="" type="checkbox"/> Dispose of it (Chapters 1 and 3 apply) <input type="checkbox"/> Transfer it to the Recipient (Chapters 1 and 4 apply)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

The PROVIDER and the RECIPIENT have prepared two copies of this Agreement, and the PROVIDER and the RECIPIENT shall each retain one copy.

Execution Date: 01 03 , 2020

The PROVIDER: Chiang Mai University,
239 Huaykaew Road A. Muang, Chiang Mai 50200, Thailand.

Signed by : N. Nantachit
Title : President

The RECIPIENT: The University of North Carolina at Greensboro
207 Foust Building, PO Box 26170, Greensboro, NC 27402-6170, USA.

Signed by : Michael Marshall
Title : Senior Licensing Associate

(Accompanied with Terms and Conditions for The Material Provision Agreement)

Terms and Conditions for The Material Transfer Agreement

Chapter 1 General Rules

Article 1 (The MATERIAL)

The “MATERIAL” means the original MATERIAL and unmodified derivatives owned by the PROVIDER set forth in Paragraph 3 of Agreement Particulars. If the MATERIAL can breed or propagate, then its progeny and propagations are also to be considered as the MATERIAL.

Article 2 (Provision of the MATERIAL)

The PROVIDER shall provide the RECIPIENT the MATERIAL.

Article 3 (Purpose of Use; Scope of Use)

The RECIPIENT shall not use the MATERIAL in a way that exceeds the Purpose of Use or the Conditions of Use set forth in Paragraphs 4 and 5, respectively, of Agreement Particulars.

Article 4 (Recipient Researcher(s); Place(s) of Use)

The MATERIAL may be used by only the RECIPIENT Researcher(s) and at only the Place(s) of Use set forth in Paragraphs 6 and 7, respectively, of the Agreement Particulars; provided, however, that in the event of an unavoidable circumstance the RECIPIENT may change the RECIPIENT Researcher(s) and Place(s) of Use on the condition that the RECIPIENT obtains the PROVIDER’s prior approval by sending the PROVIDER a written explanation for the change.

Article 5 (Property Rights)

Except as otherwise expressly set forth in this Agreement, none of the provisions of this Agreement provide for the transfer or licensing of any of the rights concerning the MATERIAL, such as ownership rights, copyrights, and the industrial property rights that

belong to the PROVIDER.

Article 6 (Disclaimer)

In providing the MATERIAL, the PROVIDER makes no warranties or guarantees, which includes no guarantee that the RECIPIENT's use of the MATERIAL will not infringe any intellectual property right (such as a third party's intellectual property right) and no warranty of merchantability or fitness for a particular purpose. The RECIPIENT bears any and all liability for damage to itself or a third party in connection with the RECIPIENT's use of the MATERIAL.

Article 7 (Handling the MATERIAL)

- 7.1 The RECIPIENT acknowledges that the MATERIAL is for research purposes and that the MATERIAL's features have not been fully corroborated, and the RECIPIENT shall handle the MATERIAL cautiously with adequate care.
- 7.2 The RECIPIENT shall handle the MATERIAL in accordance with all applicable laws and rules, with all regulations and guidelines established by the government or public institutions, and with public order and morals.
- 7.3 The RECIPIENT shall not use the MATERIAL in human subject.

Article 8 (Modifications)

Modifications to the MATERIAL by the RECIPIENT shall be carried out as follows in accordance with the box selected in Paragraph 8 of Agreement Particulars:

Prohibited: The RECIPIENT shall not modify the MATERIAL.

Approval required on case-by-case basis:

Whenever the RECIPIENT wishes to modify the MATERIAL, the RECIPIENT shall obtain the PROVIDER's prior written approval for that specific modification.

Approved: The PROVIDER grants its prior approval for the RECIPIENT to modify the MATERIAL.

Article 9 (Handling the Creation of New Results)

- 9.1 In the event that new results are obtained from research and development by using the MATERIAL, the RECIPIENT must inform the PROVIDER immediately of the details of those results.
- 9.2 Intellectual property rights arising out of the new results from joint research and development mentioned in Article 9.1 will be jointly owned by the PROVIDER and the RECIPIENT. The PROVIDER and the RECIPIENT must consult with each other with respect to their respective shares.
- 9.3 If the RECIPIENT intends to use the new results from research and development mentioned in Article 9.1 for the purpose of making profit, must inform and enter to the agreement in benefit sharing with the PROVIDER and consult with the PROVIDER how to handle consideration and the like arising from the intended use.
- 9.4 Articles 9.1 and 9.3 are effective from the execution date of this Agreement until the end of the period set forth in Paragraph 13 of Agreement Particulars.

Article 10 (Results and DNA Barcode information obtained by Using the MATERIAL)

10.1 Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT Scientist must NOT use the Results and DNA Sequence information obtained by Using the MATERIAL for any commercial research and development.

10.2 If the RECIPIENT desires to use the results that are mentioned in article 10.1 for the commercial research and development, the RECIPIENT must inform and enter to agreement with the PROVIDER before proceeding.

Article 11 (Publishing Results Obtained by Using the MATERIAL)

Publications, such as of research papers on results obtained by the RECIPIENT's use of the MATERIAL, shall be carried out as follows in accordance with the box selected in Paragraph 9 of Agreement Particulars:

Consultation required on case-by-case basis:

Whenever the RECIPIENT intends to publish (for example, in the form of a research paper) results obtained by using the MATERIAL, the RECIPIENT shall consult in advance with the PROVIDER on that specific publication.

Approved on the condition that the RECIPIENT clearly specifies the source:

Whenever the RECIPIENT intends to publish (for example, in the form of a research paper) results obtained by using the MATERIAL, the RECIPIENT shall specify that they were provided by the Contact Person set forth in Paragraph 1 of Agreement Particulars.

Approved: The PROVIDER grants its prior approval for the RECIPIENT to publish (for example, in the form of a research paper) results obtained by the RECIPIENT's using the MATERIAL.

Article 12 (No Provision to Third Party)

The RECIPIENT shall not provide the MATERIAL to a third party without the PROVIDER's prior written approval.

Article 13 (Assigning Rights and Obligations)

Neither the PROVIDER nor the RECIPIENT may assign or transfer to a third party either its status as a Party to this Agreement or all or part of its claims or liabilities under this Agreement, unless it has obtained the other Party's prior written approval to do so.

Article 14 (Consideration)

14.1 In consideration of the PROVIDER's providing the MATERIAL, the RECIPIENT shall pay the PROVIDER the amount set forth in Paragraph 11 of Agreement Particulars (the "**Fee**"), together with the consumption tax for that amount.

14.2 The RECIPIENT shall, no later than the due date for payment set forth in Paragraph 11 of Agreement Particulars ("**Due Date for Payment**"), pay the Fee by wire transfer to a bank account designated by the PROVIDER and bear the bank commission charged on the wire transfer.

14.3 If the RECIPIENT does not pay the Fee in full by the Due Date for Payment, the PROVIDER may claim from the RECIPIENT a late payment penalty by charging interest on the unpaid amount calculated at 5% per annum for each day after the Due Date for Payment until and including the day the Fee are paid in full.

14.4 Under no circumstances the PROVIDER is required to return money the RECIPIENT has already paid it under this Agreement.

Article 15 (Sharing of Expenses)

The RECIPIENT shall bear the expenses involved in the delivery, maintenance, repair, modification, return, and the like of the MATERIAL.

Article 16 (Confidentiality)

16.1 The RECIPIENT shall keep confidential (i) management and business information disclosed by the PROVIDER, and (ii) technical information, including all information related to the MATERIAL. The RECIPIENT shall not use such information for any purpose other than the Purpose of Use set forth in Paragraph 4 of Agreement Particulars and shall not disclose or divulge such information to a third party without the PROVIDER's prior approval.

16.2 The RECIPIENT shall cause its executives and employees who needs to know and receive information disclosed to the RECIPIENT from the PROVIDER to be bound by the same duty of confidentiality as the RECIPIENT is under this Agreement.

16.3 The duty of confidentiality set forth in this Agreement does not apply to the following:

- (1) information that a Party can prove it already possessed at the time that Party was disclosed or acquired that information;
- (2) information that was already public knowledge at the time it was disclosed to or acquired by a Party;
- (3) information that became public knowledge through no fault of the Party who was disclosed it or acquired it;
- (4) information that a Party can prove it acquired legally from a third party with proper authority;
- (5) information that a Party can prove it developed or acquired independently

without relying on information the other Party disclosed to it.

- (6) information that a Party is required by court order, law, or ordinance to disclose;
- (7) information that a Party has the other Party's prior written consent to disclose.

16.4 Articles 16.1, 16.2, and 16.3 will remain effective for the period set forth in Paragraph 12 of Agreement Particulars.

Article 17 (Inspection)

The PROVIDER may, during normal business hours, either carry out an on-site inspection on the MATERIAL where the MATERIAL is being used or request the RECIPIENT to provide it a report on required matters regarding the MATERIAL. The PROVIDER may also give the RECIPIENT the instructions necessary to maintain, manage, and return the MATERIAL.

Article 18 (Loss of or Damage to the Material)

If the RECIPIENT loses or damages the MATERIAL, the RECIPIENT shall immediately provide the PROVIDER a detailed written report and follow the PROVIDER's instructions. In this case, if the cause of the loss or damage is connected to a natural disaster, fire, or theft, then the RECIPIENT shall attach to the report a certificate issued by a relevant government authority and attesting to the fact and cause of the loss or damage.

Article 19 (Compensation)

If the RECIPIENT causes damage to the PROVIDER in relation to this Agreement, then, to the extent permitted by applicable law and without waiver of its sovereign immunity, the RECIPIENT is liable for compensating the University for that damage, unless this Agreement separately provides otherwise.

Article 20 (Effective Term)

This Agreement is effective from the date it is executed to the date set forth in Paragraph 14 of Agreement Particulars.

Article 21 (Rescission)

- 21.1 If the PROVIDER or the RECIPIENT breaches all or part of this Agreement, then the other Party may request the breaching Party to cure the breach within a period set by the other Party. In this case, if the breaching Party does not cure the breach within that period, the other Party may rescind this Agreement.
- 21.2 If the RECIPIENT does not pay the consideration set forth in Article 14 by the Due Date for Payment, the PROVIDER may rescind this Agreement.

Article 22 (Entire Agreement)

The PROVIDER and the RECIPIENT agree that this Agreement sets forth the entire agreement between them in relation to the provision of the MATERIAL and that it supersedes all agreements exchanged between them before this Agreement was executed.

Article 23 (Cancellation; Amendments)

- 23.1 The PROVIDER and the RECIPIENT may, upon their agreement, cancel or amend all or part of this Agreement.
- 23.2 The PROVIDER and the RECIPIENT each may cancel this Agreement by notifying the other party in writing at least three months before the desired rescission date.

Article 24 (Governing Law; Jurisdiction)

[Intentionally omitted].

Article 25 (Consultation)

In the event that a matter arises that is not set forth in this Agreement or a doubt arises in relation to this Agreement, The PROVIDER and the RECIPIENT shall resolve the issue by consulting each other on it in good faith.

Chapter 2 Returning Material After Termination of Agreement

Article 26 (Dealing with Returns)

This Chapter applies in the case that "Return it" is selected in Paragraph 15 of Agreement Particulars.

Article 27 (Receiving the Material)

When the RECIPIENT receives the MATERIAL, it shall provide the PROVIDER a written receipt.

Article 28 (Returning the Material)

28.1 The RECIPIENT shall return the MATERIAL to a place designated by the PROVIDER by the last day of the Effective Term set forth in Paragraph 14 of Agreement Particulars.

28.2 If the RECIPIENT breaches any terms or conditions of this Agreement or if the PROVIDER believes it is especially necessary for the RECIPIENT to return the MATERIAL, the RECIPIENT shall follow the PROVIDER's instructions and promptly return the MATERIAL.

Article 29 (Handling of Information Received)

In the case the RECIPIENT has to return the MATERIAL to the PROVIDER in accordance with Article 28, the RECIPIENT shall follow the PROVIDER's instructions concerning the handling of information the PROVIDER disclosed the RECIPIENT under this Agreement (including tangible items that include such information).

Article 30 (Surviving Articles)

Articles 9, 10, 11, 14, 16, 19, and 24 will remain effective even after this Agreement has terminated (regardless of the reason for its termination).

Chapter 3 Disposing of Material After Termination of Agreement

Article 31 (Dealing with Disposals)

This Chapter applies in the case that "Dispose of it" is selected in Paragraph 15 of Agreement Particulars.

Article 32 (Disposing of the Material)

When this Agreement has terminated (regardless of the reason for its termination), the RECIPIENT shall dispose of the MATERIAL in a manner adequately considerate of maintaining confidentiality and guaranteeing safety. The RECIPIENT is solely responsible for the disposal of the MATERIAL.

Article 33 (Handling of Information)

In the case the RECIPIENT has to dispose of the MATERIAL in accordance with Article 32, the RECIPIENT shall, in accordance with the PROVIDER's instructions, promptly either return, dispose of, or delete information the PROVIDER disclosed the RECIPIENT under this Agreement (including tangible items that include such information).

Article 34 (Surviving Articles)

Articles 9, 10, 11, 14, 16, 19, 24, 32, and 33 will remain effective even after this Agreement has terminated (regardless of the reason for its termination).

Chapter 4 Transferring Material After Termination of Agreement

Article 35 (Dealing with Transfers)

This Chapter applies in the case that "Transfer it to the RECIPIENT" is selected in Paragraph 15 of Agreement Particulars.

Article 36 (Disposing of the Material)

When this Agreement has terminated (regardless of the reason for its termination), the PROVIDER shall, free of charge, transfer the MATERIAL to the RECIPIENT.

Article 37 (Disposing of Information)

In the case the PROVIDER transfer the MATERIAL to the RECIPIENT in accordance with Article 36, the RECIPIENT shall follow the PROVIDER's instructions concerning the disposing of information the PROVIDER disclosed the RECIPIENT under this Agreement (including tangible items that include such information).

Article 38 (Surviving Articles)

Articles 5 through 7, 9, 10, 11, 12, 14, 16, 19, 24, 36, and 37 will remain effective even after this Agreement has terminated (regardless of the reason for its termination).

—End of Terms and Conditions for Material Provision Agreement—



UNIVERSITY OF
GREENSBORO

Memorandum of Understanding

Between

Chiang Mai University

And

The University of North Carolina at Greensboro

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into on the date of last signature below (hereinafter referred to as “Effective Date”) by and between:

Chiang Mai University (hereinafter referred to as “CMU”), represented by Clinical Professor Niwes Nantachit, M.D. President of Chiang Mai University, located at 239 Huaykaew Road A. Muang, Chiang Mai 50200, Thailand.

and

The University of North Carolina at Greensboro (hereinafter referred to as “UNCG”), represented by Dr. Dana Dunn, Ph.D., Provost and Executive Vice Chancellor, in care of the International Programs Center, The University of North Carolina at Greensboro, 207 Foust Building, PO Box 26170, Greensboro, NC 27402-6170, USA.

1. Purpose and Scope of Cooperation

CMU and UNCG hereby agree to encourage and promote academic cooperation between their two respective parties. Subject to mutual consent, areas of cooperation and activities include:

1.1 Visits by faculty members and students from one university to the other for the purpose of engaging in research and other educational activities.

1.2 Admission of qualified students from one university to the other for the purpose of enrolling in graduate programs or participating in research.

1.3 Exchange of academic information through seminars, academic conferences, and academic publications.

1.4 Promotion of other academic activities to enhance the above mentioned goals.

2. Implementation & Funding

To implement the collaborative activities envisaged, representatives of **CMU** and **UNCG** may propose, negotiate and conclude specific agreements. Details, including financial arrangements, will be set out in said agreements. **CMU** and **UNCG** acknowledge that in the absence of any provision to the contrary in the specific agreement(s), all expenses of salary, travel, accommodation, living and other related costs will be the responsibility of the visitor's home university.

3. Confidentiality and Ownership of Intellectual Property

The two parties agree that in the event of research collaboration involving confidential information and leading to intellectual property rights, further agreement must be negotiated in each case in accordance with the policies of the two parties.

4. Amendment and Termination

4.1 This **MOU** becomes effective on the day it is signed and remains valid for three (3) years. Each party may terminate the **MOU** at anytime by notifying the other party of its intent to do so in writing at least six months in advance. Projects in progress at the time of **MOU** expiration or termination, as well as obligations relating to confidentiality and intellectual property stated in Section 3, will remain unaffected.

4.2 Amendment or modification of the **MOU** content stated herewith can only occur after both parties discuss and create an appropriate supplementary agreement executed using the same formalities as this **MOU**.

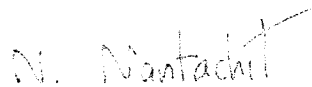
5. Settlement of Disputes Law

The settlement of possible disputes between the parties concerning the interpretation and/or implementation of this **MOU** shall be negotiated in good faith to solve problems that arise.

Both parties agree to abide by all applicable laws including, but not limited to, non-discrimination and disability laws in the performance of this agreement.

On behalf of **CMU**:

On behalf of **UNCG**:





(Clinical Professor Niwes Nantachit, M.D)
President of Chiang Mai University

(Dana Dunn, Ph.D.)
Provost and Executive Vice Chancellor

Date:

Date: