



**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF WISCONSIN-MADISON
AND
CHIANG MAI UNIVERSITY, THAILAND**

1. PREAMBLE

The University of Wisconsin-Madison (UW) and Chiang Mai University (CMU) hereinafter referred to individually as the "Party" and collectively as the "Parties";

DESIRING to collaborate on the development of human resources based on the principles of mutual respect and benefits; and

Recognizing the long-standing and mutually beneficial partnership, which has been formalized through several prior agreements and collaborations:

- Building upon the exchange agreement, signed in 1987, which established a framework for student and faculty exchanges between the Parties and laid the foundation for future cooperation in academic and cultural exchanges; and
- Acknowledging the Biological Sciences Research Internship program, an agreement between Chiang Mai University and the Department of Bacteriology in the College of Agricultural and Life Sciences, which provides a research experience for undergraduates in the areas of microbiology, immunology, biochemistry, microbial genetics, molecular biology, and related fields; and
- Expanding on the Wisconsin IceCube Particle Astrophysics Center and Thai-IceCube Collaboration Memorandum of Understanding, signed in 2024, which formalized collaboration between the Parties for the advancement of cooperation in science, technology, and education between all institutes; and
- In recognition of UW sending students under the Regional Flagship Language Initiative (Southeast Asian Flagship Language Initiative – Thailand) via an affiliate agreement with American Councils for International Education, strengthening cultural engagement; and

Pursuant to the prevailing laws and regulations in their respective countries;

The Parties have reached the following understanding:

2. PURPOSE

To promote cooperation between UW and CMU, and desiring to expand scholarly ties, facilitate academic cooperation and promote mutual understanding, both parties agree to establishing a framework for educational and scientific cooperation.

Visits, exchanges, and other forms of cooperation will be developed for each specific case. Any commitment of resources, financial or otherwise, must be made in specific addenda

to this agreement, to be entered into for this purpose at a subsequent date with details of commitments and time frame outlines in each addendum.

3. SCOPE OF COLLABORATION

The scope of this Agreement is the establishment of a framework for collaboration between the Parties focused on the development of cooperative research, outreach, academic programs, and co-direction of undergraduate, graduate, and post-graduate scholarship.

The Parties agree to focus collaboration on the following key areas:

Area 1: Collaborative research

- Collaborative research and development projects: The Parties agree to conduct multidisciplinary research, including but not limited to agricultural science, resilient environmental systems, community revitalization, clean energy technology, sustainable agricultural practices, carbon capture, immunology, healthspan, healthcare and technology access, and artificial intelligence.

Area 2: Education

- Degree partnership programs: Both Parties agree to explore facilitating degree partnership programs in the form of Visiting International Scholars Program (VISP) 3+1+1, cotutelle, and dual degree agreements between their respective institutions including, but not limited to the disciplines of physics, astronomy, mathematics, economics, and law.
- Student and Faculty Exchanges: Both Parties agree to explore facilitating student and faculty exchanges between their respective institutions. The specifics of this component, including but not limited to duration, curriculum, and academic requirements, shall be outlined in a separate agreement between the Parties.

Area 3: Outreach

- Develop collaborators: Parties will identify appropriate alliances, agreements, and relations with industry, public and private entities.
- Capacity building: Parties will jointly organize seminars, workshops, conferences, and other similar outreach activities.

Additional areas of collaboration may be added via addenda to this agreement.

4. IMPLEMENTATION

4.1 Specific commitments. The terms and conditions of cooperation for each specific commitment or part thereof, implemented under this MOA will be mutually discussed and agreed upon in writing via addenda to this document by the Parties prior to the initiation of that specific project or part thereof.

4.2 Annual consultation. The Parties will hold annual consultations in order to evaluate the progress of the implementation of this MOA and to revise and/or develop new plan for current or prospective activities, as deemed appropriate by the Parties. The detail and mechanism of the meeting will be agreed by the Parties.

4.3 Material shipments. Any shipments of hardware, materials, software or technology under this MOA from the United States of America to Thailand or from Thailand to the United States of America shall be completed in compliance with the prevailing laws and regulations of the Thailand and United States of America, including the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and Foreign Assets Control Regulations (FACR).

5. SPECIFIC AGREEMENT TYPES

5.1 Exchange Agreements. Future specific agreements that include undergraduate and graduate student mobility are facilitated by the relevant academic departments and must be vetted by UW's International Academic Programs and the CMU, International Relations Division.

5.2 Affiliation Agreements. Future specific agreements that include clinical placements for students should be facilitated by the respective medical school or facility, the UW International Division, and the CMU, International Relations Division.

5.3 Internship Agreements. Future specific agreements that include undergraduate and graduate student internships are facilitated by the relevant academic departments and must be vetted by UW's International Internship Program and the CMU, International Relations Division.

5.4 Implementation Agreements. Future specific agreements that include other commitments of resources are facilitated by the International Division's International Relations Manager, the CMU, International Relations Division, and the relevant academic departments.

5.5 Fee for Service Agreements. Future specific agreements that require the transfer of funds to the UW will be facilitated by the relevant academic departments, UW's Research and Sponsored Programs, and the CMU, International Relations Division.

6. INTELLECTUAL PROPERTY

6.1 Subject to the prevailing laws and regulations in their respective countries, each Party shall respect Intellectual Property Rights (IPR) of the other Party brought in for the implementation of this MOA and the said IPR shall remain the property of that Party.

6.2 The Parties agree to enter into a separate written agreement regarding the ownership and utilization of any intellectual property resulting from cooperation activities conducted under this MOA, which shall be included in those specific agreements referenced in Section 5.

7. CONFIDENTIAL INFORMATION

7.1 The Parties shall keep the confidentiality of all documents, data, information and/or materials disclosed by or acquired from the other Party relating to the implementation of this MOA, which is marked as "confidential" except as described herein.

7.2 If either of the Parties wishes to disclose confidential documents, data, information, and/or material acquired from cooperation activities under this MOA to any third party, the disclosing Party shall obtain prior written consent from the other Party before any disclosure can be made. Notwithstanding the aforementioned, if a Party determines it is required by law to disclose confidential documents, data, information, and/or materials marked as "confidential", the Party will give written notice to the other Party prior to disclosure to allow the other Party an opportunity to assess its right to seek a protective order or injunctive relief, or otherwise contest disclosure.

7.3 Confidential Information will not include information that:

- i. is already known to the Party to which it is disclosed;
- ii. is or becomes part of the public domain without breach of this MOA;
- iii. is obtained from third parties who have no obligations to keep the information confidential to the Parties to this MOA;
- iv. was independently developed by the receiving Party without the use of any of the Confidential Information of the disclosing Party; and

v. Is required by law to be disclosed.

7.4 Notwithstanding anything contained herein, each Party may disclose Confidential Information to its officers, employees, consultants, agents, or students on a need-to-know basis to facilitate performance of this MOA and solely for the purpose of implementing the cooperation activities under this MOA, provided that such persons agree to be bound by terms and conditions that have been decided by the Parties.

8. PUBLICATION

8.1 Any publication made by either Party using documents, and/or data acquired or resulted from the cooperation activities under this MOA shall include a review and comment period by the other Party for purposes of ensuring that Party's confidential information is not included before such publication can be made.

8.2 Such publication shall acknowledge the owner and/or author of such information, documents, and/or data.

9. FINANCIAL OBLIGATIONS

9.1 This MOA does not impose any financial responsibilities on either Party with regard to the other Party. Each Party will be responsible for its own expenses related to the execution of this MOA.

9.2 The Parties specifically agree that financial arrangements relating to collaborative activities under this MOA will be mutually discussed and agreed upon in separate written addenda prior to the commencement of any activity.

9.3 The Parties may seek funding from third party to support the implementation of collaborative activities under this MOA. Funding for projects under this MOA shall not be accepted from third parties who are restricted by the Government of Thailand or on a United States of America Government restricted party list.

10. GENERAL TERMS

10.1 Disability accommodation. UW and CMU shall make reasonable accommodations to provide accessibility for Participants with disabilities.

10.2 UW Liability Coverage and Insurance. To the extent permitted by the laws applicable to the Parties, each Party agrees to accept responsibility for, and hold the other Party harmless from, liability caused by the acts or omissions of their respective officers, employees and agents that arise from their activities under this agreement. Each Party agrees to maintain policies of insurance or self-insurance with coverages and amounts commensurate with their obligations under this agreement.

10.3 Nondiscrimination. UW and CMU shall not discriminate with respect to race, color, sex, creed, national origin, disability, age, public assistance status, marital status, sexual orientation, and religion with respect to activities arising under this Agreement.

10.4 Assigning Rights or Obligations. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party.

10.5 Express Terms. Neither party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of the other party, except as expressly provided herein. This MOA is not intended to be nor shall it be construed as a joint venture, association, partnership or other form of a business organization or agency relationship. This Agreement does not create any third-party beneficiaries. This MOA does not create or establish a relationship of principal and agent or employer and employee or a partnership or a joint venture as between the Parties.

10.6 Logo Usage. Both parties agree to the usage of the other's logo with written permission on a case-by-case basis for agreement-linked activities. In the event of unauthorized use of a party's logo the other party may provide notice directing the unauthorized party to cease such use. If the party receiving such notice fails to comply within ten (10) days of receipt thereof the other party may terminate this agreement by providing written notice. Such termination shall be effective upon receipt of notice thereof, notwithstanding the notice to terminate requirements set forth in section 12.

11. NOTICES

All notices and other communications pertaining to this MOA will be in writing and will be deemed to have been given if sent by facsimile or electronic mail with transmission confirmation. All notices or communications pertaining to this MOA will be addressed as follows:

To: Chiang Mai University
Contact Person / Title: Mrs. Kattima Prasityousil
Director of International Relations Division
Office of the University
Phone: +66-5394-3664
Fax: +66-5394-2670
Email: irdcmu@cmu.ac.th

To: University of Wisconsin-Madison
Contact Person / Title: Maj Fischer
Assistant Dean, International Strategy and Partnerships
International Division
Phone: + 1 608-261-1359
Email: maj.fischer@wisc.edu

12. DURATION AND TERMINATION

This Memorandum of Agreement shall take effect from the date of its signing, and all undertakings given herein will be valid for a period of five years subject to annual review and modifications in writing as appropriate. Activities outlined in separate addenda to this agreement will be governed by the duration and termination limitations dictated in said addenda. Notwithstanding any other provisions in this MOA either party may terminate this Agreement upon six (6) month's written notice to the other party.

13. MODIFICATION

The parties to this MOA agree to revise or modify it only by written amendment signed by both parties.

14. SETTLEMENT OF DISPUTES

Any dispute between the parties arising out of the interpretation and implementation of this MOA will be resolved amicably by negotiations or consultations between the parties and will not be referred to any national or international tribunal or third party for settlement, except as otherwise may be specified in future agreements between the parties.


15. FORCE MAJEURE

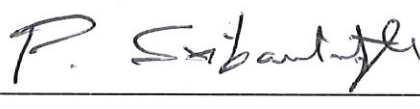
Neither party shall be responsible for any inability or failure to comply with the terms of this MOA due to causes beyond its control and without the negligence or malfeasance of such party. These causes shall include, but not be restricted to: fire, storm, flood, earthquake, explosion, acts of the public enemy, war, rebellion, insurrection, mutiny, sabotage, epidemic, pandemic, quarantine restrictions, labor disputes, embargoes, acts of God, acts of the United States or acts of any other government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

**BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM:**


CHIANG MAI UNIVERSITY:

By 
Professor Jennifer Mnookin, Ph.D.
Chancellor

By 
Professor Pongruk Sribanditmongkol, M.D., Ph.D.
President

Date: 6/9/2025

Date: June 9, 2025

By 
Professor Frances Vavrus
Vice Provost and Dean
International Division

Date: 06/09/2025

