

***Memorandum of Understanding
on Academic and Research Co-operation***

Between

***McMaster University's Faculty of Health Sciences
Hamilton, Ontario, Canada***

And

***Thammasat University's Faculty of Nursing and Faculty of
Allied Health Sciences
Bangkok, Thailand***

Concerning the development of international academic and research linkage between ***McMaster University's Faculty of Health Sciences*** and ***Thammasat University's Faculty of Nursing and Faculty of Allied Health Sciences***.

McMaster University's Faculty of Health Sciences and ***Thammasat University's Faculty of Nursing and Faculty of Allied Health Sciences*** desire to collaborate and strengthen academic and research cooperation between their respective institutions based on the principles of mutual benefit;

Have agreed as follows:

Article 1

The objective of the cooperation between ***McMaster University's Faculty of Health Sciences*** and ***Thammasat University's Faculty of Nursing and Faculty of Allied Health Sciences*** is to promote academic collaboration for research, education, and community service.

Article 2

Cooperation in strategic areas in the field of Health Sciences and Science related research will be directed towards the following activities:

- a) jointly explore the development of educational programs;
- b) jointly explore the development of community based training programs;
- c) jointly explore the development of research projects;

- d) explore the potential to exchange relevant academic and scientific information;
- e) examine the potential to establish a mutually beneficial and balanced student exchange arrangement;
- f) facilitate the exchange of faculty and researchers;
- g) explore the potential of establishing an international research internship cooperation;
- h) explore the potential to establish co-supervision of the Ph.D. students in the Ph.D. Program in Nursing Science (International Program) in the Faculty of Nursing, Thammasat University.

Article 3

Each collaborative initiative will be the subject of a specific project agreement describing the activities, structure, courses, all fees and other information as well as experience to be exchanged and setting forth details related to administration, operation and funding. Appropriate institutional approval will be sought for program development and implementation. All policies and procedures within each institution, including, where applicable, any Ministerial and accreditation approval will be sought and followed.

The parties intend that any agreement for academic cooperation in relation to specific program activities will be documented in a separate and formal agreement executed by the parties in accordance with the policies and procedures of the respective parties. Except for the obligations under Article 6, this Memorandum of Understanding does not give rise to any contractual relationship between the parties itself, or create any legal obligations on either party, including an obligation to enter into a formal and separate agreement at any time.

Article 4

This Memorandum of Understanding will be implemented within the framework of the legal and administrative conditions to which the respective institutions are subject.

Article 5

To administer and facilitate this cooperation, each party will designate an appropriate officer to coordinate activities resulting from this cooperation.

For Thammasat University

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For McMaster University, Hamilton, Ontario, Canada

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Web: www.mcmaster.ca

Article 6

1. Any Intellectual Property Right brought by one of the Parties for the implementation of the cooperation activities under this MOU shall remain the property of that Party. However, that Party shall warrant that the intellectual property right has not resulted from the infringement of any third party's legitimate rights. Further, that Party shall be liable for any claim made by any third Party on the ownership and legality of the use of the intellectual property right which is brought in by the aforementioned Party for the implementation of the cooperation activities under this MOU, and shall indemnify the other Party against any claim for loss of damage in respect of any alleged infringement of such right.
2. Any Intellectual Property Right, data and information resulting from research activities conducted under this MOU shall, except as may otherwise be provided by the specific agreement governing a particular research activity, be jointly owned by the two Parties, and both Parties shall be

allowed to use such property for non-commercial purposes free of royalty. Should the intellectual property right, data and information resulting from the cooperation activities under this MOU be used for commercial purpose by one Party, the other Party shall be entitled to the royalties obtained from the exploitation of such property on the basis of the principle of equitable contribution. In such a case, the object of the research activities conducted shall constitute a part of the contribution of the Party from which the object derives.

3. If either of the Parties wishes to disclose confidential data and/or information resulting from the cooperation activities under this MOU to any third Party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made.

Article 7

Differences arising out of the interpretation on the implementation of the MOU shall be settled amicably by consultation or negotiation between the Parties.

Article 8

Either party shall be entitled to obtain such publicity as it considers necessary relating to the subject matter provided that any press releases and other material (including electronic) shall be approved as to form and content by both parties in writing. At McMaster University the Office of International Affairs will seek this approval according to policy and procedures of McMaster University. At the Thammasat University, the International Officer will seek this approval.

McMaster University's name and logo may not be used without the written permission from the Office of International Affairs. Similarly, the Thammasat University's name and Crest may not be used without the written permission of the University Registrar/Director of Administration.

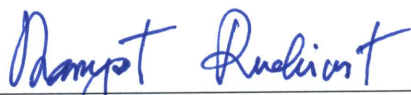
Article 9

This MOU will remain in force for five (5) year and will become effective upon the date of signature by duly authorized representatives of both parties. The terms of the MOU can be modified at any time by mutual agreement communicated in writing.

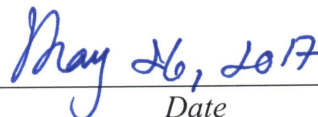
The MOU may be terminated by either party with a notice period of 6 months.

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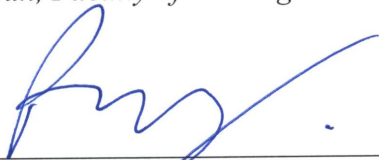
For Thammasat University:



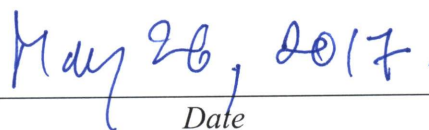
Prof. Dr. Manyat Ruchiwit
Dean, Faculty of Nursing



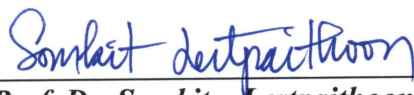
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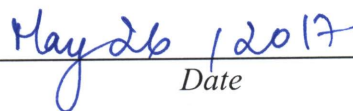
Assoc. Prof. Dr. Kampol Ruchiwit
Dean, Faculty of Allied Health Sciences



Date



Prof. Dr. Somkit Lertpaithoon
Rector



Date

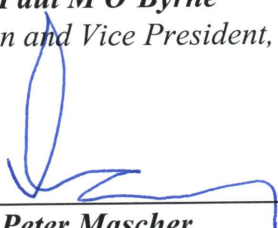
For McMaster University:



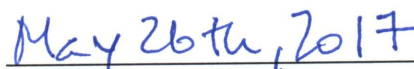
Dr. Paul M O'Byrne
Dean and Vice President, Health Sciences



Date



Dr. Peter Mascher
Associate Vice President, International Affairs



Date



Dr. Patrick Deane
President and Vice Chancellor
McMaster University



Date