

-Draft-  
Memorandum of Understanding  
on

.....

Between

.....

And

.....

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into on this **date**..... (hereinafter referred to as “**Effective Date**”) by and between

.....(hereinafter referred to as “.....”), represented by Mr. ....  
..... , an organization existing under the law of Thailand, located at .....,  
Thailand,

**and**

..... (hereinafter referred to as “.....”) represented by Mr. ...., authorized  
directors., ..... and existing under the law of Thailand with registered head office at  
....., Thailand, registered with the Department of Commercial Registration under docket  
number .....dated .....

Whereas ..... and ....., have cooperation on ..... Subject to mutual consent,  
the areas of cooperation will include any programs offered at either party as thought  
desirable and feasible on either side and that both parties think will contribute to the  
fostering and development of the cooperative relationship between the two parties.  
Cooperation shall be carried out through such activities.

**1. Purpose and Scope of Cooperation**

The Parties agree to cooperate on .....which have the scope as following:

- 1.1 .....
- 1.2 .....
- 1.3 .....

## 2. Confidentiality

- 2.1 The Receiving Party agrees to keep any Confidential Information which received from the Disclosing Party strictly confidential, and shall not disclose any Confidential Information to third party except receiving prior written consent of the Disclosing Party. “Confidential Information” includes, but is not limited to know how, technical data, inventions, improvements, methods, processes, products or materials, disclosed in any form by the Disclosing Party to the Receiving Party.
- 2.2 Subject to the prior written agreement of the Disclosing Party, the Receiving Party may disclose any Confidential Information to its employee, consultant and/or any third party who have a direct “need to know” in connection with the discussion or implementation of the Program.
- 2.3 The confidentiality obligations will continue in effect for a period of .... years after the expiration or the early termination of the MOU. The confidentiality obligations and restrictions in use obligations set out in this MOU shall not apply to the Confidential Information which:
  - 2.3.1 was known to the Receiving Party before receipt thereof under this MOU; or
  - 2.3.2 is independently developed by or for the Receiving Party independently without using the Confidential Information, as shown by reasonable evidence; is disclosed to the Receiving Party, without restrictions, after receipt of this MOU, by an independent third party having a legal right to make such disclosure, as shown by reasonable evidence; or
  - 2.3.3 is or becomes part of the public domain through no breach of this MOU or other agreement.
- 2.4 Neither party shall use the Confidential Information for any purpose other than for the discussion or implementation of the Program or for the performance of this MOU.
- 2.5 For the avoidance of doubt, nothing in this MOU shall be construed as granting or conferring upon the Receiving Party, whether expressed or implied, any rights, license or otherwise under any proprietary or statutory right of the

Disclosing Party existing prior to or coming into existence after the Effective Date of this MOU, including but not limited to rights with respects to any patents, trademarks, copyrights, designs, utility models, trade secrets or other proprietary know-how now or hereafter owned or controlled by the Disclosing Party.

### **3. Ownership of Intellectual Property**

3.1 Each Party shall be the proprietor and the owner of intellectual property rights and all rights of each Party's information, inventions, and original work created by such Party before the Effective Date hereof and/or created by any of the Parties outside the Program before and after the Effective Date hereof unless the Parties agree otherwise in writing.

### **4. Amendment**

4.1 This MOU becomes effective on the day it is signed and remains valid for ..... years.

4.2 This MOU will be renewed after ..... years upon the mutual consent of both parties. Each party may terminate the MOU at anytime by notifying the other party of its intent to do so in writing at least ..... months in advance of its expiration. Projects in progress at the time of termination and the obligations relating to the confidentiality in Section 2 and intellectual property in Section 3 which occurs before the expiration and the termination of this MOU will remain unaffected.

4.3 Amendment or modification of the content hereof or its appendix, the Parties will discuss and make the supplementary agreement executed in the same formalities as this MOU.

4.4 Any amendment or modification to the present text shall be submitted for review to the competent authorities, and shall not binding unless made in writing and signed by both parties.

### **5. Settlement of Disputes and Governing Law**

Any dispute between the Parties concerning the interpretation and/or implementation of this MOU shall be settled amicably through mutual consultations and/or negotiations.

Any conflict or dispute or inconsistency arisen from this MOU which cannot be amicably resolved, the Parties agree to file the case to the mediation process or take legal act at the court which has the non-exclusive jurisdiction in the Kingdom of Thailand.

This MOU and its appendix are executed in English and shall be construed in accordance with and governed by the Laws of the Kingdom of Thailand.

**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed in duplicate by their duly authorized representatives. The Parties have thoroughly read and certified to be in accordance with their desires in all aspects that relevant signatures and seal are set to be of evidence at the presence of the witness thereof and each copy held by the Parties.

**Sign**

**Sign**

.....

.....

.....

.....

Witness

Witness