



**CERTH**

CENTRE FOR RESEARCH & TECHNOLOGY HELLAS

**MEMORANDUM OF UNDERSTANDING**  
between  
**Faculty of Science, Chiang Mai University**  
Thailand  
and  
**THE CENTRE FOR RESEARCH AND TECHNOLOGY  
HELLAS/INSTITUTE OF APPLIED BIOSCIENCES**  
Thessaloniki, Greece

This Memorandum of Understanding (MoU) is made on the 1 April, 2024 (the "Effective date") between the Faculty of Science, Chiang Mai University, a legal entity established under the laws of the Thailand and governed by Chiang Mai University Act 2551 B.E., for the benefit of the Faculty of Science (hereinafter CMU) and the Centre for Research and Technology Hellas/Institute of Applied Biosciences, located at 6<sup>th</sup> km Charilaou - Thermi Road, 57001 Thermi, Thessaloniki, Greece (hereinafter CERTH).

The Faculty of Science, Chiang Mai University and the Centre for Research and Technology Hellas (hereinafter the parties), enter into this MoU to promote co-operation between the two institutions in research, education and other activities and agree as follows:

**ARTICLE 1: SCOPE OF COLLABORATION**

**1.1** Areas of collaboration may be proposed by either institution and may include, but are not limited to:

- a. Internships of Undergraduate, MSc and PhD students and postdoctoral fellows
- b. Exchanged students and academic staff

**1.2** This MoU constitutes the agreement between the parties as to the subject matters in article 1.1 and hereof supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter.

**1.3** Any specific activity implemented under this MoU shall be mutually discussed and detailed in a subsequent agreement, signed by each institution's authorised signatory prior to the initiation of any such joint activities. The scope, intended outcomes, budget and responsibilities should be detailed as a minimum in such subsequent agreement for each specific activity.

**1.4** All activities shall be subject to the availability of funds and the approval of each institution's authorised representatives.

**ARTICLE 2: DURATION AND AMENDMENTS**

**2.1** This MoU becomes effective from the last day of signature by the representatives of both institutions affix their signatures below.

**2.2** The effective period of this MoU shall be in effect for an initial period of 5 years, whereupon it shall be reviewed and may be renewed and resigned for an additional 5 years period.

**2.3** Amendments to this MoU may be requested, in writing, by either party and must be approved by the authorised signatories before implementation.

**2.4** This MoU may be terminated by either party upon giving 30 days written notice signed by the authorised signatories of the notifying party.

### **ARTICLE 3: USE OF NAME**

**3.1** Any use of the names of the parties, including any of their departments, programmes or logos, relating in any way to the activities described in this MoU, shall be subject to prior written approval.

**3.2** Each party reserves the right to review and request modification to references of the affiliation in public information materials regarding the activities described in this MoU.

**3.3** None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorised representative of the other party as to each such use.

**3.4** Each party is separate and independent, and this MoU shall not be deemed to create a relationship of agency, employment, or partnership between or among them.

### **ARTICLE 4: INDEPENDENT CONTRACTORS**

**4.1** Each party understands and agrees that this MoU establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

**4.2** Except as maybe stipulated in any separate agreement covering specific activities as described in this MoU, each institution shall be responsible for expenses incurred by its employees under this MoU.

### **ARTICLE 5: SEVERABILITY**

**5.1** The provisions of this MoU are severable, and if any provision of this MoU is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

### **ARTICLE 6: SUBCONTRACTING**

**6.1** Neither this MoU nor any of the rights or obligations under this MoU, may be subcontracted or delegated, in whole or in part, by operation of law or otherwise, by any party hereto without the prior written consent of the other parties hereto.

**6.2** Any such subcontracting without such prior written consent shall be invalid.

### **ARTICLE 7: WAIVER**

**7.1** The waiver of any breach of any term of this MoU does not waive any subsequent breach of that or another term of this MoU.

### **ARTICLE 8: NON-DISCRIMINATION**

**8.1** The parties agree not to discriminate based on religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation or disability.

### **ARTICLE 9: FORCE MAJEURE**

**9.1** In the event any activities described in this MoU, cannot be completed due to causes beyond the control of the parties, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labour disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond the parties reasonable control, the parties provide assistance in finding alternatives to enable completion of such activities.



## **ARTICLE 10: CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

**10.1** Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this MoU, a collaborative project or a programme, without the prior consent of the other party in writing.

**10.2** In respect of each project and programme of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto).

## **ARTICLE 11: COMPLIANCE AND GOVERNING LAW**

**11.1** The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this MoU is determined to violate applicable laws, rules and regulations, the parties agree to negotiate in good faith revisions to any such provisions.

**11.2** If the parties fail to agree within a reasonable time to revisions required to bring the entire MoU into compliance, either party may terminate this MoU upon 30 days prior written notice to the other party.

## **ARTICLE 12: NOTICES**

**12.1** Any notices or communications required or permitted to be given by this MoU must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party, as follows:

To: Department of Biology, Faculty of Science, Chiang Mai University  
239 Huaykaew Road, Tumbol Suthep, Amphur Muang, Chiang Mai 50200 THAILAND  
Attention of: Assoc. Prof. Dr. Yingmanee Tragoolpua, Head of Biology Department  
Telephone: +66 53 943349, +66 53 943360  
Fax: +66 53 892259  
Email: yingmanee.t@cmu.ac.th

To: THE CENTRE FOR RESEARCH AND TECHNOLOGY HELLAS (CERTH)/INSTITUTE OF APPLIED BIOSCIENCES  
6<sup>th</sup> km Charilaou-Thermi Road, 57001 Thermi, Thessaloniki  
Attention of: Dr. Anastasia Chatzidimitriou  
Telephone: +30 2310498272  
Fax: +30 2310498270  
Email: inab@certh.gr

**12.2** Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) 3 days after such notice or communication is mailed by prepaid certified or registered mail, (iii) 1 working days after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission.

**12.3** A party may, for purposes of this MoU, change their address, fax number, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

**ARTICLE 13: LANGUAGES**

**13.1** This MoU has been drawn up in English. Further versions may be drawn up in other languages such, if necessary. The text in English is to be given priority of interpretation.

**ARTICLE 14: NON-BINDING NATURE OF THE MoU**

**14.1** Nothing in this MoU shall be construed as creating any contract partnership, agency or other legal relationship between the parties. This MoU is only a non-binding statement of intent to foster genuine and mutually beneficial academic collaboration.

**IN WITNESS WHEREOF**, the parties have caused this MoU to be executed by their duly authorised representatives by appending their respective signatures as follows:

**For Faculty of Science, Chiang Mai University**



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Torranin Chairuangri  
Dean

**Date:**

27 AUG 2024

**For the Centre for Research and Technology Hellas/Institute of Applied Biosciences**



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Anastasia Chatzidimitriou  
Director

**Date:**

12/9/2024