





## Memorandum of Understanding between

Lee Kong Chian School of Medicine (LKCMedicine),
Nanyang Technological University Singapore (NTU Singapore)
and

Environmental Science Research Center (ESRC), Faculty of Science, Chiang Mai University (CMU)

- **Item 1.** LKCMedicine-NTU Singapore and ESRC-CMU exchange this MOU with an aim of extending mutual understanding and friendship and developing scientific and medical communication between the two societies.
- **Item 2.** Both parties are desirous of pursuing exchange of academic information in the field of environmental science, environmental health, medicine and public health and environmental education.
- **Item 3.** To enforce collaboration between the two institutions, each party agrees to pursue the following general forms of collaboration.
  - Exchange of data and information covering environmental science, environmental health, medicine and public health and environmental education.
  - 2. Development of mutual friendships between the members of each society and special committees.
  - 3. Conductance of cooperative research on environment of mutual interest. (collectively referred to as the "Activities").
- Item 4. Both parties agree on the following sub-items.
  - 1. Both parties will promote the cooperative research of common interest.
  - 2. Both parties will support expenses required for mutual exchange program as long as the condition is permitted.
- Item 5. To implement the Activities envisaged under this MOU, representatives of the Parties may meet periodically to negotiate and conclude specific and definitive programs of cooperation ("Projects"), including their financing for each Project and possible collaboration with other third parties, provided that neither of the Parties shall have the power to bind the other Party without such other Party's

consent in writing thereto.

- **Item 6.** Both parties respect the fundamental agreement of this MOU with its effectiveness under the spirit of friendship and equality.
- Item 7. Each Party shall retain all rights, including copyright, in the intellectual property produced or contributed by its authorised representatives pursuant to this MOU. Specific terms on the ownership, protection and management of any intellectual property arising from the activities shall be included in the relevant Project Agreement for each Project.
- Neither Party will make any official press release, announcement, public disclosure, advertisement or any other form of publicity relating to this MOU or the subject matter herein, except for internal announcements or mandatory disclosures required to meet legal or regulatory requirements, without first obtaining in each case, the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the generality of Item 8, the Parties may notify third parties of the fact that this MOU is in effect.
- Item 9. This Agreement, including its validity and interpretation and the merits of any dispute or claim arising out of or relating to this Agreement, shall be governed by and construed and interpreted in accordance with the substantive laws of the defendant. Each of the Parties irrevocably agrees that the place of jurisdiction shall be the courts of Thailand, in the case of ESRC-CMU being the defendant, and the courts of Singapore in the case of LKCMedicine-NTU being the defendant. The respective court shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any dispute which may arise out or in connection with this Agreement and, for such purpose, the Parties irrevocably submit to the jurisdiction of such courts.
- Item 10. Except for Items 7, 8, 9 and 10 which the parties agree shall be binding, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound by any legal obligation or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by the authorised representatives of both Parties. Nothing in this MOU shall be construed as establishing or implying any partnership or joint venture between the Parties hereto, and nothing in this

MOU shall be deemed to constitute either of the Parties hereto as the agent of the other Party or authorise either Party; (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of, or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any way whatsoever, without in each case obtaining the other Party's prior written consent.

- Item 11. This MOU is prepared formally in English and becomes effective upon signing by both parties' presidents and/or delegates and remains valid for 5 years. Each party may terminate the MOU at anytime by notifying the other party of its intent to do so in writing at least 2 months in advance.
- Item 12. The Parties may sign this MOU in one (1) or more counterparts by the duly authorised representatives of the Parties, each of which constitutes an original and all of which taken together shall constitute the MOU PROVIDED THAT this MOU shall not be in force and effect until the counterparts are exchanged. The Parties may sign and deliver this MOU by emailed portable document format ("PDF") document (or other mutually agreeable document format), and a reproduction of this MOU with a Party's signature made by PDF, sent by email shall have the same effect as and be enforceable as a signed and delivered original version of this MOU.

Done on 22 JAN 2025 in two original copies in English language.

For Lee Kong Chian School of Medicine (LKCMedicine), Nanyang Technological University Singapore (NTU Singapore) For Environmental Science Research
Center (ESRC),
Chiang Mai University (CMU)

Dean of Lee Kong Chian School of Medicine Prof. Dr. Joseph Sung

Dean of Faculty of Science Prof. Dr. Torranin Chairuangsri