

**MEMORANDUM OF UNDERSTANDING ON
RESEARCH, ACADEMIC
AND EDUCATIONAL EXCHANGE**

BETWEEN



Mahidol University
Faculty of Medicine Siriraj Hospital

**FACULTY OF MEDICINE SIRIRAJ HOSPITAL- CENTER
OF APPLIED THAI TRADITIONAL MEDICINE,
MAHIDOL UNIVERSITY, THAILAND**

AND



**TEHRAN UNIVERSITY
OF
MEDICAL SCIENCES**

**TEHRAN UNIVERSITY OF MEDICAL SCIENCES,
SCHOOL OF PERSIAN MEDICINE**



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TRADITIONAL MEDICINE, MAHIDOL UNIVERSITY, THAILAND
AND
SCHOOL OF PERSIAN MEDICINE
TEHRAN UNIVERSITY OF MEDICAL SCIENCES, IRAN**

This “Research, Academic and Educational Exchange” MoU is made on _____, (hereinafter referred to as MoU), between

Faculty of Medicine Siriraj Hospital-Center of Applied Thai Traditional Medicine, Mahidol University. Located at 2 Wanglang Rd. Siriraj, Bangkok Noi, Bangkok, Thailand. Hereinafter referred to as “SiCATTM-MU”; and

School of Persian Medicine, Tehran University of Medical Sciences, Tehran, Islamic Republic of Iran. Located at Tabriz Alley, North Sarparast Street, West Taleghani Street, Felestin Sq., Tehran, Iran. Hereinafter referred to as “SPM-TUMS”. Under this agreement, SiCATTM-MU and SPM-TUMS shall collectively refer to as the “Parties”.

WHEREAS, the parties wish to improve the health care service and enrich the acknowledgement in the field of traditional and modern medical technique and pharmaceutical, including to extend the specialty and the efficiency of the traditional health care and its value, within the scope of mutual research, joint and exchange programs, including the collaboration on academic activity. Hereinafter referred to as “Purpose”.

NOW, THEREFORE, the parties strictly agree as the set forth going;

1. Both parties shall encourage and take reasonable effort to extend the activities and mutual interests as follows:
 - a) Exchange of information and academic publications;
 - b) Exchange of students;
 - c) Exchange of faculty members and research staff;
 - d) Support for lectures, research workshops, and symposia;
 - e) Joint research activities; and
 - f) Other activities mutually agreed upon by the two institutions.

Unless later discuss and agree by the parties, as stated in article 6.

2. Themes of exchange programs, joint research activities, the conditions for utilizing the results achieved, and arrangements for specific visits, and other forms of cooperation under this MoU shall be negotiated and agreed upon for each specific case through signing separate agreements.

3. Any intellectual property (IP) developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.
4. Unless agreed by the written agreement as stated in article 7, by the duly authorized representatives of the parties or the owner - IP owner- within the purpose and scope of the agreement, neither party shall grant any right nor form any partnership, joint venture, including any commercial purpose, transfer any of its designated duty and obligation, responsibility herein to any third party, including its affiliate.

In respect to the exclusive right of the owner, neither party shall file/form/manufacture/duplicate any application, course, product, resource and related process, against the right or industrial field including any specific medical technique that concerning a business value of the other party, in both domestic and oversea.

5. The parties shall take commercially effort to initiate mutual interest and be responsible for all financially supporting of its faculty members, research and medical student/staff or any exchange program;

With regards to the financial obligations of both parties, the visiting party shall cover the air transportation (flight tickets), personal expenses, meals, and medical expenditures; whereas the host party cover the visitors' accommodation, local transportation, registration fee, and provide assistance and facilitation within a feasible range. Not more than 10 (ten) student exchanges will be covered by the host.

The Parties understand that all financial arrangements shall be negotiated and will depend upon the availability of funds. The parties will endeavor to obtain external funding to support collaborative efforts. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own cost and expenses in relation to the research and academic activities under this Memorandum of Understanding.

6. The parties agree to protect and be responsible for all confidential information as stated in article 6.1, which disclosed by the Disclosing Party, including all of its relevant cost, lost, damage, and compensation. The parties shall take the same level of care and prevention to prevent the attempt of any unauthorized uses, disclosure of the confidential information as its own secrecy.

6.1 Subject to the article 6, the confidentiality information and its subject matter shall be as follow:

- (a) "Confidential Information" shall mean all information regarding to the Disclosing Party, and its business affairs, medical or/ and traditional technique and medicine, including its specific form of therapy in relation to either Party, any analysis data or content. Any and all non-public information



or any proprietary information, data, or document, whether in written, electronic or oral form disclosed to Receiving Party by Disclosing Party.

- (b) "Traditional technique and medicine" shall mean technical knowledge which has been written or recorded in tangible form or any type of material, including the medicinal procedures concerned with examination, diagnosis, therapy, treatment or prevention or promotion and rehabilitation of the health of humans or animals, obstetrics, traditional massage, and also includes the production of the parties' traditional drugs and the invention of medical devices on the basis of knowledge or text that has been passed from generation to generation.

7. Under this MoU, all the covenant shall be effective for duration of 3 (three) years, from _____ until _____, excepted for the existing and in active activity. Unless any breach of agreement occurred, the MoU shall be terminated, either party wishes to amend or terminate any covenant herein, such party shall give an advance written notice not less than 6 (six) months to the other party.

No modification, waiver or discharged of this MoU shall bind any party unless agreed and signed by the designated person or duly authorized representatives of both parties.

8. Any notice or request required or permitted to be given or made under this MoU shall be in writing only to the other party and send the document by the means as follows;
- a) By the designated person specified herein;
 - b) By the registered post to the addresses set out hereunder or such other address as may have been notified for the purpose;
 - c) By Email, then instantly affirm with the hard copy to the addresses set out hereunder or such other address as may have been notified for the purpose;

SiCATTM-MU	SPM-TUMS
Designated Person: Assoc. Prof. Dr. Pravit Akarasereenont	Designated Person: Asst. Prof. Dr. Arman Zargaran
Address: Center of Applied Thai Traditional Medicine, 2, Wanglang Road, Siriraj, Bangkok Noi, Bangkok, Thailand 10700	Address: Tabriz Alley, North Sarparast Street, West Taleghani Street, Felestin Sq., Tehran, Iran
Tel. +662-419-8825	Tel. +98-912-2060881
Email: pravit.auk@mahidol.ac.th	Email: azargaran@sina.tums.ac.ir

9. In compliance with the law enforcement of the host party, the country where such activity is conducted, without concerning conflict of laws, the enforceability of the covenants stated herein, such existing covenant shall be in active for the entire duration stated in article 7.



10. The both parties shall perform any of its duty and obligation without delay and in good faith to resolve any dispute. In the event of any dispute arising out of the purpose herein, in compliance with the purpose of the implementation including the fairness of the parties hereof, the parties shall amicably discuss with their best endeavors to settle the resolution.

The resolution shall be governed and construed in accordance with the regulation and law, including competent court and jurisdiction of the host country where the significant or main issue of such dispute taking place, without regarding to the conflict of laws.

11. With the true no fault of either party, within the reasonable effort, the Party who initiate the act of God, riot, public health and pandemic crisis, or any event concerned as force majeure shall obliged to notify the other party of such aforementioned event immediately.

12. This MoU shall be amended, interpret and discuss in English. Any latter or related covenant shall be made and given in a written form, by the duly authorized representatives of the Parties.

In witnesses hereof, this MoU is agreed and signed by the duly authorized representatives of the parties, with all the agreed covenants stated herein. This MoU is executed in two official copies in English, each party retain one copy.

Prof. Apichat Asavamongkolkul, M.D.
Dean
Faculty of Medicine Siriraj Hospital,
Mahidol University

Date : 23 Sep 2023

Prof. Dr. Roja Rahimi, Pharm.D., Ph.D.
Dean
School of Persian Medicine,
Tehran University of Medical Sciences

Date : 23 Sep 2023

Assoc. Prof. Dr. Pravitt Akarasereenont
M.D., Ph.D.
Chairman of the Center of Applied
Thai Traditional Medicine, Siriraj
Witness

Asst. Prof. Dr. Arman Zargaran,
Pharm.D., Ph.D.
Director of International Affair Development,
Tehran University of Medical Sciences
Witness