



Memorandum of Understanding
between
Faculty of Agro-Industry
Prince of Songkla University, Thailand
and
Faculty of



.....,

This Memorandum of Understanding (hereinafter referred to as the “MoU”) is entered into between the Faculty of Agro-Industry, Prince of Songkla University (hereinafter referred to as “FAI-PSU”), having its principal office at No.15 Karnjanavanich Rd., Kho Hong, Hat Yai, Songkhla 90110, Thailand, and the Faculty of,University, (hereinafter referred to as “.....-.....”), having its principal office at, (hereinafter collectively referred to as the “Parties” or individually to as the “Party”).

Whereas:

- 1.;
- 2.; and
- 3.

NOW, THEREFORE, the Parties hereto agree as follows:

Article I: Purpose and Objective

- 1.
- 2.

Article II: Scope of Cooperation

- 1. Subject to availability of funds and resources, the scope of cooperation activities of the MoU shall include, but are not limited to:
 - a.;
 - b.;
 - c.;
 - d.; and
 - e.
- 2.
- 3.

Article III: Contributions

- 1. In accordance with the prevailing laws, regulations, and subject to funds and resources limitations, FAI-PSU and-..... shall:
 - a.;

- b.;
 - c.;
 - d.; and
 - e.
2.

Article IV: Intellectual Property Rights

If proven necessary, a separate intellectual property agreement shall be drawn up in good faith between the Parties in accordance with the laws of the Kingdom of Thailand and the.....

Article V: Disclosure of Confidential Data

If either Party 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. Consent is not to be unreasonably withheld.

Article VI: Settlements of Dispute

Any differing viewpoints and interpretations of this MoU shall be settled amicably by mutual consultation or negotiation. Both Parties agree to refrain from unilateral action, and to consult and negotiate a mutually agreeable decision.

Article VII: Severance

If any part of this MoU is or becomes void, voidable or otherwise invalid or unenforceable, whether due to the provisions of any statute or otherwise, that part:

- a. will be revised or reworded so that it becomes valid and enforceable; or
- b. will be removed from this MoU to the extent that the remaining parts of this MoU will remain in full force and effect.

Article VIII: No agency and no assignment

- 1. Nothing in this MoU shall be deemed to constitute any Party an agent, partner, or representative of any other Party. No Party has the authority to guarantee, create, or incur any liability of any kind against, in the name of, or on behalf of the other Party, except as may be otherwise expressly stated herein.
- 2. This MoU shall not be assigned or transferred by either Party without the prior written consent of the other Party.

Article IX: Amendments, Duration and Termination

- 1. Any amendments to this MoU shall be made in writing after negotiation and upon mutual consent of the two Parties. Such amendments, once approved by both Parties, will become part of this MoU.

2. This MoU shall take effect upon the date of the signature by the last Party. It shall remain in force for five (5) years and may be extended by mutual agreement.
3. The MoU may be terminated by either Party by sending a written notice to the other Party at least six (6) months in advance.
4. In case this MoU ceases to be effective on account of termination or expiration, the provisions of all valid agreement of implementation documents shall continue to apply to the extent necessary to secure the implementation of existing activities as agreed upon in the agreement of implementation documents.

Article X: Communication

Authorized representatives of FAI-PSU and - shall sign two (2) original Memorandum of Understanding documents. Each Party shall hold one (1) original signed MoU, with both documents being equally authentic.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their authorized representatives.

For and on behalf of
Faculty of Agro-Industry,
Prince of Songkla University

For and on behalf of
Faculty of,
University.....

Asst. Prof. Dr. Saowakon Wattanachant
Dean

Prof. Dr.
Dean

Date: _____

Date: _____