

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FACULTY OF MEDICINE, CHIANG MAI UNIVERSITY, THAILAND
AND
DEPARTMENT OF MEDICINE, FACULTY OF HEALTH SCIENCES
MCMASTER UNIVERSITY**

1280 Main Street West, Hamilton, Ontario, Canada L8S 4K1

Faculty of Medicine, Chiang Mai University, Thailand, and McMaster University, Canada, execute this memorandum of understanding ("MOU"), in recognition of the potential mutually beneficial goals arising from the establishment of positive academic relations between the two institutions. The purpose of this MOU is to promote scientific collaboration through academic cooperation between both parties.

1. Both parties agree to promote and develop this academic collaboration by the following means:
 - a. Creation of a joint faculty appointment process between Faculty of Medicine, Chiang Mai University, Thailand and Department of Medicine, Faculty of Health Sciences, McMaster University, Canada;
 - b. Exchange of faculty and graduate students;
 - c. Joint Supervision of Ph.D. students;
 - d. Faculty development;
 - e. Implementation of joint research projects;
 - f. Summer Research Internships;
 - g. Other mutually beneficial projects to be defined from time to time.
2. The details of implementation are subject to discussion and mutual agreement between two parties in any of the aforementioned means. The process for creation of a joint faculty appointment and related academic information shall be included in the Appendix A. For any other initiatives, arrangements and proposals, the parties will negotiate and enter into separate agreements as needed.
3. This MOU cannot be revised or modified without the mutual consent of both parties within the period of its validity. The MOU can be terminated by either party with the provision of six (6) months' written notice of intention to terminate. Furthermore, at termination of the MOU, the parties shall minimize affecting any current, on-going collaborative undertakings under this MOU.
4. This agreement shall be valid for a period of five (5) years, effective upon execution of the agreement (the date of last signature). The MOU may be extended beyond the initial five (5) years following discussion and agreement by representatives of both parties. Discussions regarding an extension of the aforementioned agreement may commence at any time prior to the last six (6) months of the initial agreement.

5) The host institution will not be required to pay for travel or medical expenses, accident insurance or cost of living, including housing expenses and other personal expenses of exchange students.

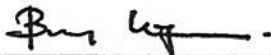
3. These details, when necessary, will be revised by mutual negotiation and consent.

For Chiang Mai University

For McMaster University

Date of Approval: Nov, 11, 2019

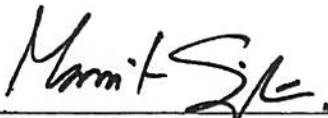
Date of Approval: 12 Dec 19



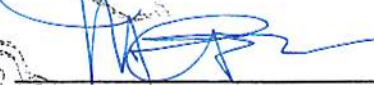
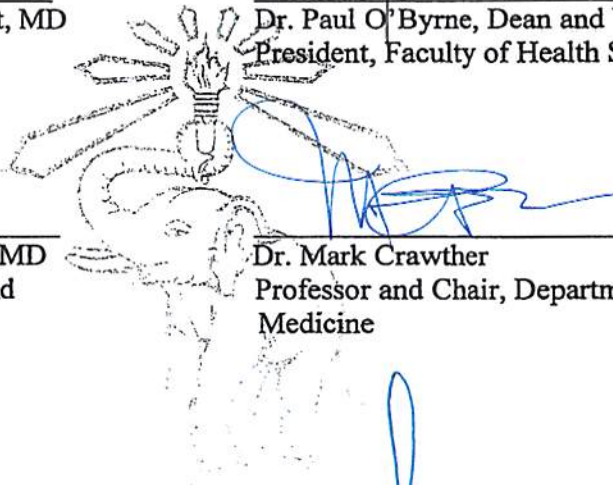
Professor Bannakij Lojanapiwat, MD
Dean, Faculty of Medicine



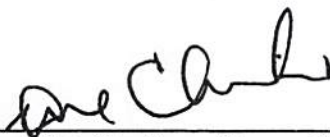
Dr. Paul O'Byrne, Dean and Vice-
President, Faculty of Health Sciences



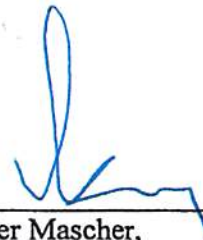
Professor Manit Srisrapanont, MD
Associate Dean for Research and
International Relations



Dr. Mark Crawther
Professor and Chair, Department of
Medicine



Associate Professor Rome Chiranukrom
Vice President



Dr. Peter Mascher,
Vice-Provost, International Affairs

APPENDIX A

Principals of Faculty Visiting Scholar Appointments, Exchange of Staff, and Graduate Students, and Staff Development between Faculty of Medicine, Chiang Mai University and Faculty of Health Sciences, McMaster University

1. Purpose

The following details outline the process for the joint appointment of faculty, subject to this MOU between the Faculty of Medicine, Chiang Mai University and Faculty of Health Sciences, McMaster University.

2. Details for Visiting Faculty

- 1) Both institutions agree to create Visiting Scholar appointment status for exchange of faculty.
- 2) The faculty holding this Visiting Scholar appointment will agree to spend an equal proportion of their academic time at each institution per year, or as otherwise agreed to by both institutions.
- 3) The proportion of academic time spent in each institution is subject to change upon agreement of both institutions.
- 4) The salary of the faculty holding the Visiting Scholar appointment will be paid by the home institution.
- 5) Additional stipends may be paid to Visiting Scholar to cover costs of health insurance, accommodation, meals and other living expenses.
- 6) Intellectual properties will follow the policies and procedures at each institution.

3. Staff Development

- 1) Both institutions can recommend qualified candidates with good academic track records to undertake clinical training or clinical epidemiology training.
- 2) The host institution will decide on the suitability of the recommended candidate by way of an evaluation process under its sole and absolute discretion.
- 3) McMaster University as a host institution, will secure a spot in either the Masters or PhD clinical epidemiology program for an eligible staff or faculty member from Chiang Mai University.

3. Details for Exchange of Staff and Graduate students

- 1) Graduate students who have the ability to attend technical courses may qualify as exchange students. Exchange balance (equal number of students from each institution) must be maintained.
- 2) Both institutions will recommend appropriate exchange students with good academic records.
- 3) Each host institution will decide on the acceptability of recommended exchange students' way of an impartial evaluation process at its sole and absolute discretion.
- 4) The institution sending the research intern (no course work) will not be required to pay the standard academic fees of the host institution. This includes but is not limited to, registration and tuition fees.

5. Indemnification

Chiang Mai University agrees to indemnify and save harmless McMaster from and against any and all losses, claims, expenses and damages, arising out of or in any manner flowing directly or indirectly from the acts and omissions of Chiang Mai University, its agents, employees, faculty members and students in relation to matters to which this Agreement pertains or breach by Chiang Mai University of this Agreement. Without restricting the generality of the foregoing the indemnity shall extend to and include legal expenses of a solicitor and its own client basis and expenses and costs incurred by McMaster in defending any court action, proceeding or motion or participating in any proceeding before a tribunal, commission, inquest or agency.

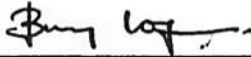
McMaster agrees to indemnify and hold harmless Chiang Mai University against any and all losses, claims, expenses and damages, arising out of or in any manner flowing directly or indirectly from the acts and omissions of McMaster, its agents, employees, faculty members and students in relation to matters to which this Agreement pertains or breach by McMaster of this Agreement. Without restricting the generality of the foregoing the indemnity shall extend to and include legal expenses of a solicitor and its own client basis and expenses and costs incurred by Chiang Mai University in defending any court action, proceeding or motion or participating in any proceeding before a tribunal, commission, inquest or agency.

For Chiang Mai University

For McMaster University

Date of Approval: Nov. 11, 2019

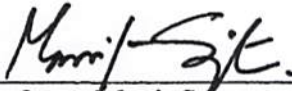
Date of Approval: 12 Dec 19.



Professor Bannakij Lojanapiwat, MD
Dean, Faculty of Medicine



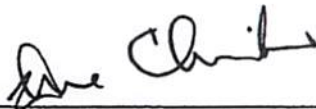
Dr. Paul O'Byrne, Dean and Vice-
President, Faculty of Health Sciences



Professor Manit Srisurapanont, MD
Associate Dean for Research and
International Relations



Dr. Mark Crawther
Professor and Chair, Department of
Medicine



Associate Professor Rome Chiranukrom
Vice President



Dr. Peter Mascher,
Vice-Provost, International Affairs