

Stamp Duty

1 Baht

**Agreement for International Postdoctoral Fellowship 2021**

This Agreement is made at Mahidol University on ……………….….(dd/mm/yy)…….…….... between **Mahidol University**, represented by Associate Professor Dr. Nopraenue Sajjarax Dhirathiti, Vice President for International Relations and Corporate Communication, hereinafter referred to as the “**Grantor**” of the one party, and

(Mr./Mrs./Ms./Miss) .............................................……………. Date of birth ….....(dd/mm/yy)…..... Age.............. years old, Identification card/Passport No. …................................................................................... Issued on ........ (dd/mm/yy)…….. Expiring on….....(dd/mm/yy)……..Issued by…..... (Province/Country)…....

Address No. ………………...………………………………………………………… Alley (Soi) ..........................................................

Road..................................................... Sub-district ................................................... District........................................... Province............................................................Postal code....................................... Tel. No. .......................................  
working as .......................(Position)..........................., at …................(Faculty/Institute/College)…............., hereinafter referred to as the “**1st Recipient**” of the second party; and

(Mr./Mrs./Ms./Miss) ..................................................………. Passport no.……………………..…………. Issued on ...........(dd/mm/yy)..... Expiring on........(dd/mm/yy).... Issued by........................................................... Country…………………………… Address ………………………………………..………………………………………………………….……

……………………………………………………………………….. Tel. ……………………… E-mail .................................................., hereinafter referred to as the “**2nd Recipient**” of the third party.

The Grantor, the 1st Recipient and the 2nd Recipient individually referred to as a “Party” and collectively referred to as the “Parties”. The 1st Recipient and the 2nd Recipient collectively referred to as the “Recipients”.

The Parties agree on the following terms:

**Clause 1.** The Recipients agree to perform the research project, hereinafter referred to as the “Project.” The Grantor agrees to allocate the fellowship to the Recipients in accordance with the Mahidol University Announcement on International Postdoctoral Fellowship 2021 for the period of ………year (s)….... month (s) from ....(dd/mm/yy)…...until ……(dd/mm/yy)…… unless earlier terminated under the terms of this Agreement.

**Clause 2.** Under the period of this Agreement, the Grantor shall award the fellowship to the 2nd Recipient; the Grantor will transfer the fellowship to the 1st Recipient’s affiliate, which will disburse the fellowship allocation to the 2nd Recipient, as a monthly allowance not exceeding the amount of …………………….. Baht.

In cases where the 2nd Recipient conducts the Project in Thailand, the Grantor shall provide funding for international travel cost, health insurance, visa extension fees and work permit extension fees which shall be on the basis of actual expenses, but not exceeding the rate as specified in the Mahidol University Announcement on International Postdoctoral Fellowship 2021 issued by the Grantor.

The Recipients understand and agree that the terms and conditions of fellowship disbursement under this Agreement shall be in compliance with the laws and the Grantor’s regulations, announcements and orders. The Recipients shall provide the receipts and other documents required by the Grantor. If the Recipients fail to meet these requirements, the Grantor shall not make any payment.

**Clause 3.** The 2nd Recipient shall accomplish the Project under the mentorship of the 1st Recipient at ……………(Faculty/Institute/College)……………

The 1st Recipient shall assign, consult and supervise the 2nd Recipient to perform their obligations to achieve the objective of the Project within the period of this Agreement.

The 2nd Recipient shall perform their obligations under the Project as assigned by the 1st Recipient within the agreed schedule and the period of this Agreement. The 2nd Recipient shall devote their best efforts, skills and abilities to accomplish the objectives of the Project under this Agreement. The 2nd Recipient shall not assign or subcontract any or all parts of their obligation under the Project specified in this Agreement to another person without the prior written consent of the Grantor.

The Recipients must ensure that each research activity is carried out in an ethical, responsible, diligent and competent manners, in accordance with the work plan and in compliance with applicable laws, regulations, announcements and orders issued by the Grantor.

**Clause 4.** The Recipients understand and shall comply with the regulations, announcements, orders and policies issued by the Grantor as well as the laws relevant for the execution of this Project, which are currently in force or shall come into force in the future.

**Clause 5.** The 2nd Recipient shall submit a 6-month progress report with other necessary documents as required by the Grantor every six (6) months from the fellowship commencement date in Clause 1 to the 1st Recipient.

The 1st Recipient shall submit a performance appraisal and the progress report of the 2nd Recipient and other necessary documents as required by the Grantor. Such documents shall be submitted every six (6) months from the fellowship commencement date (in Clause 1) to the Grantor for evaluation.

Within sixty (60) days from the expiration of this Agreement, the Recipients shall submit a final report and feedback form to the Grantor.

The Recipients understand and agree that the Grantor shall determine and evaluate the performance of the Recipients using the documents as stated above, and these shall be approved by the Grantor prior to any payment and any further fellowship. If the Recipients cannot obtain approval by the Grantor, the Grantor shall cease the fellowship and the Grantor may terminate this Agreement.

**Clause 6.** Within the period of this Agreement, the Recipients shall submit at least two (2) research papers for each year, as the first author or the second author, in journals which are in international databases such as Scopus or Web of Science, and are in the top ten (10) to twenty (20) percent (Q1) of journals ranked by SCImago Journal Rank (SJR) in the fields of Life Sciences and Medicine.

The Recipients shall submit (1) a copy of a written notification of manuscript acceptance for publication with a copy of the accepted manuscript, or (2) a copy of the paper published in a journal meeting the requirements as stated in the first paragraph of this clause, to the Grantor within each year under the period of this Agreement.

**Clause 7.** The Recipients agree that the ownership of works, research papers, and publications produced hereunder, any intellectual property and any other rights arising out of the implementation of the Project hereunder shall belong to the Grantor unless otherwise specified by the Grantor. The Recipients agree that in any works, papers and publications produced hereunder, in whole or in part, in any form of document or media, the name of Mahidol University shall be included in the acknowledgements of such work. If any damage occurs from the publication of such work, it shall be deemed to be the sole responsibility of the Recipients.

In cases where either Recipient intends to utilize the work produced under this Agreement for any purposes, the written consent of the Grantor must be obtained.

**Clause 8.** The Recipients shall keep any confidential information and/or trade secrets relating to the performance of the research under this contract confidential, and shall not disclose or transfer all or any part of such secrets to another person and/or obtain any benefit from them without the prior written consent of the Grantor.

**Clause 9.** The Recipients shall indemnify and hold the Grantor harmless against any liability to a third party from any and all claims, demands, suits, losses, costs, liabilities and expenses arising out of default, act, omission to act or any failure of any Recipients.

The Recipients shall be solely responsible for any damages, including the violation of any provisions of the laws or any rights of third persons, in all circumstances.

**Clause 10.** If there is a necessity for any material modification or improvement of any essential details in the research plan or Project as specified in this Agreement, the Recipients shall immediately notify the Grantor and shall follow the Grantor’s directions or recommendations. The Grantor shall have the right to terminate the fellowship or approve a revision or modification of the Project as deemed appropriate.

**Clause 11.** If the Recipients complete the Project within or prior to the expiration of the term of the fellowship, the fellowship shall immediately cease. The Recipients and the 1st Recipient’s affiliate shall return any remaining funds to the Grantor.

**Clause 12.** The Grantor may terminate this Agreement with written notice to the Recipients if:

12.1 Either Recipient ignores or abandons the performance of the Project;

12.2 Either Recipient is unable to complete the Project within the term under this Agreement;

12.3 Either Recipient fails to rectify a breach of this Agreement within thirty (30) days of receiving the Grantor’s notice;

12.4 Either Recipient performs the Project in a manner which the Grantor determine may violate the laws; or

12.5 The Grantor determines that the performance of the Recipients does not meet the requirements under this Agreement, to such an extent that the Grantor’s project shall no longer be of any benefit.

In the event of termination, the Recipients shall collectively return all or part of the fellowship, including its interests, to the Grantor as the Grantor deems appropriate, within sixty (60) days from the receipt of the Grantor’s notification. If any damages have been incurred by the Recipients, the Grantor shall have the right to claim compensation in any form from the Recipients.

**Clause 13.** In the case of any force majeure event or any event that is not the fault of the Grantor, or any act that is not the legal responsibility of the Parties to this Agreement, that prevents the Recipients from completing the Project within the period of this Agreement, the Grantor shall have the right to suspend any payment and shall decide whether to extend the period or terminate this Agreement.

**Clause 14.** Clause 4, 5, 7, 8, 9, 11, 12, 16 and 19 shall survive the termination of this Agreement.

**Clause 15.** If the Recipients are unable to complete the Project within the period prescribed in Clause 1 and intend to accomplish the Project under this Agreement, the Recipients shall submit a written request, via 1st Recipient’s affiliate, with explanation of the delay, to the Grantor requesting an extension of the Project period no less than forty-five (45) days prior to the expiration date. The Grantor reserves the right to grant or deny such a request.

**Clause 16.** After the expiration or termination of this Agreement, the Recipients shall deliver all data, papers and documents related to the Project under this Agreement and shall not be entitled to claim any compensation.

**Clause 17.** If there is any change, in whole or in part, in the implementation of the Project, the Recipients shall, via the 1st Recipient’s affiliate, submit a request for approval of the change to the Grantor.

**Clause 18.** If there are any problems which would obstruct the Recipients in working to achieve the goals of this fellowship, the Recipients shall notify the Grantor in writing, via the 1st Recipient’s affiliate, within fifteen (15) days of the date on which the problem occurred, in order to mutually seek a resolution.

**Clause 19.** This Agreement shall be governed and construed in accordance with the laws of the Kingdom of Thailand. The competent court of Thailand shall have exclusive jurisdiction over any dispute which cannot be resolved by amicable settlement.

Any difference or dispute arising out of or in connection with this Agreement shall be amicably discussed through mutual negotiation between the Parties before resorting to litigation.

This Agreement is made in English, in three (3) original copies, containing identical terms. The three (3) Parties have read and understood all terms and thereby sign their names, and each Party will retain one original copy hereof.

Signed....................................................................... Grantor

(Associate Professor Dr. Nopraenue Sajjarax Dhirathiti)

Vice President for International Relations and Corporate Communication

Signed .......................................................................... 1st Recipient

(...........................................................................)

…………….………………………………………………

Signed.............................................................................. 2nd Recipient

(.............................................................................)

…………….………………………………………………

Signed................................................................................... Host Affiliate

(...........................................................................)

…………….………………………………………………

(Head of the Host Affiliate or the Authorized Person)

Signed................................................................................... Witness

(.............................................................................)

…………….………………………………………………

(Coordinator or Main Person-in-charge of the Host Affiliate)

Signed. ........................................................................ Witness

(.............................................................................)

…………….……………………………………………

(Coordinator or Main Person-in-charge of the Host Affiliate)