**Research Grant Agreement**

**On the project entitled …………………………………**

**between**

**Mahidol University**

**and**

**(Name of Organization)**

 Contract No.: ……………................. (if any)

 This Research Grant Agreement is made at Mahidol University, located at 999 Phutthamonthon 4 Road, Salaya Sub-district, Phutthamonthon District, Nakhon Pathom Province 73170 on …………………… between

 **(Name of Organization)** by Mr./Mrs./Miss…………….…........... Position:.................................. according to the certificate issued by the Bangkok Company Partnership Registration Office, Department of Business Development, Ministry of Commerce dated ......................................, the head office located at ………………………………………………, hereinafter referred to as “Grantor”,

 **Mahidol University** by Professor Dr. Pattarachai Kiratisin, M.D., Ph.D. Position: Vice President for Research on behalf of the President of Mahidol University, the authorized representative as appeared on the document confirming the authorized signatory of this Research Grant Agreement, located at 999 Phutthamonthon Sai 4 Road, Salaya Sub-district, Phutthamonthon District Nakhon Pathom Province 73170, hereinafter shall be the “Grantee”, another party.

 The parties have entered into this Research Grant Agreement as follows:

 **1. Scope of the Project and duration of the Research Grant Agreement**

 The Grantor agree to award the research grant funding for implementation of the project and the Grantee agrees to undertake and accept the research grant funding for implementation of the research project titled "……………………………………………………………………….", hereinafter referred to as the “Project”. The details of the Project are attached herewith and shall be considered as an integral part of this Research Grant Agreement. The Grantor agree to award the research grant funding to …………….(Position and Name)…………………, Faculty of……………………..to be Principal Investigator of this Project.

 This Research Grant Agreement period is from ..................................... to ........................................

 **2. Grant Payment**

 The Grantor agree to pay the grant funding to the Grantee for this Project in the amount of …………………………………….. Baht (………………………….. Baht) hereinafter referred to as the "Grant". The Grantor shall pay the Grant to the Grantee in installments as follows:

 1st Installment: the Grantor shall pay ……………….………… Baht (……………………..…………..Baht Only) to the Grantee within 1 (One) month from the date of signing of this Research Grant Agreement.

 2nd Installment: the Grantor shall pay ……………………… Baht (……………………………….Baht Only) to the Grantee after it has submitted the 1st progress report to the Grantor and the Grantor have approved such report. The Grantors’ approval shall be evaluated from the report or paper submitted by the Grantee within 1 (One) month from the date the Grantee has submitted such progress report.

 3rd Installment: the Grantor shall pay ……………………… Baht (……………………………….Baht Only) to the Grantee after it has submitted the 2nd progress report to the Grantor and the Grantor have approved such report. The Grantors’ approval shall be evaluated from the report or paper submitted by the Grantee within 1 (One) month from the date the Grantee has submitted such progress report.

 4th Installment: the Grantor shall pay …………………… Baht (…………………………….. Baht Only) to the Grantee after the Grantee has submitted the final report and the Grantor have approved such report. The Grantors’ approval of the final report shall be evaluated from the report or paper submitted by the Grantee within 1 (One) month after the end date of this Research Grant Agreement.

 **3. Duties of the Grantee**

 3.1 The Grantee shall submit the project progress report to the Grantor for approval as follows:

(1) The 1st progress report shall be submitted within ........ months after the Parties sign this Research Grant Agreement.

(2) The 2nd progress report shall be submitted within ........ months after the Parties sign this Research Grant Agreement.

(3) The final report shall be submitted within 1 (One) month after the end of the Research Grant Agreement.

 3.2 The Grantee shall complete the research in accordance with the Project aim. If there is an obstacle to carry out the Project or there is a need to amend the details of the Project, the Grantee shall report in writing to the Grantor within 30 days from the date of the above event occurred, then the Grantor and the Grantee shall discuss to resolve or manage as appropriate.

 In the case that the aforementioned event in the first paragraph of this clause is a technical problem and cannot be resolved, or may cause to discontinue the Project which is not the Grantee’s fault, the Grantee must return only the remaining Grant from the implementation of the Project received in each installment to the Grantor within 30 days from the date the Grantee received notice from the Grantor.

 3.3 The Grantee shall be responsible for using the Grant to carry out the Project in accordance with the principle of economy, and prepare expenditure and financial documents as evidence for the Grantor to audit at any time.

 3.4 At the end of the Project, the Grantee shall return the unused funds and interest (if any) to the Grantor with in 30 business days after the end of the Research Grant Agreement.

 3.5 The Grantee shall not carry out the Project that will cause or may cause damage or violate the provisions of the laws, including intellectual property rights or other legal rights to any party.

 3.6 The Grantee certify that this Project is not granted by the other party and will not apply to request grant from the other party without prior approval in writing from the Grantor.

 **4. Transfer, Amendment, and Extension of the Project**

 4.1 The Grantee shall not assign all or any of its right and obligation under this Project to the other party.

 4.2 The Grantee shall not amend or change the Principal Investigator, the researchers, the research team or the details of the Project without prior written consent of the Grantor.

 4.3 If the Grantee needs to change or amend the Project or its budget, or request an extension of the Project or any other important details of the Project, the Grantee must submit a request of approval with its reason to the Grantor. The Grantor shall notify the Grantee of the result within 30 days from the date of receiving such request.

 4.4 In the event of force majeure or any event due to the Grantors’ fault, or due to any circumstances in which the Parties shall not be liable under the law that causes the Grantee to be unable to complete the Project within the period of this Research Grant Agreement, the Grantee must notify the Grantor of the said circumstances as soon as possible in order to request an extension of the Research Grant Agreement period. It is the discretion of the Grantor to consider such request as they deem appropriate.

 **5. Right of Research result and intellectual property rights**

 5.1 At the end of the Project, both Parties shall maintain equipment at Mahidol University and the Grantor can conveniently use it.

 5.2 In carrying out the research under this Project, the Grantee shall not infringe intellectual property rights or legal rights of any party, and if there is an infringement of intellectual property rights or legal rights, the Grantee must be solely responsible for the said infringement.

 5.3 The ownership of the documents of the Project created by the Grantee that have been submitted to the Grantor shall be owned by the Grantor from the date of delivery.

 5.4 The intellectual property rights or any other rights in the work, inventions, manuals, documents, computer programs, data or any other things which have been created in the course of the implementation of the Project under this Research Grant Agreement, including its management and protection shall be jointly owned by the Grantor and the Grantee.

 5.5 Intellectual property rights or any other rights of the original work, inventions, manuals, documents, computer programs, or information which shall be used by a Party for implementation of the Project under this Research Grant Agreement shall belong to that party, and this Research Grant Agreement does not constitute a grant to either party to use the other Party’s intellectual property without prior written consent of that party owning intellectual property rights.

 **6. Confidentiality**

 Any information relating to the research results of the project, including any research results, extended knowledge for implementing the Project under this Research Grant Agreement shall be considered as confidential that each party shall keep and not disclose or perform any other ways such confidential information to any third party under this Research Grant Agreement. For the benefit of intellectual property registration, the parties shall not disclose any information regarding the research result under this Research Grant Agreement before the registration of intellectual property, unless prior written consent of the Parties.

 **7. Publicity**

 7.1 For the benefit of intellectual property registration, the Parties shall not disclose information regarding research results in any way before its registration unless prior written consent of the Parties.

 In addition, there has not been any application for protection or use under Intellectual Property Law after the project has been completed for 2 years, the Parties may disclose and utilize the said information for any purposes.

 7.2 Publication of research results in seminars, lectures, teaching, training, or public relations, regardless of publications or media, the Grantee must cite or state that "The research results under this Project are funded by **(Name of Organization)**

 **8. Termination**

 8.1 In the event that there is a breach of any provisions of this Research Grant Agreement by either Party, the non-defaulting Party shall notify in writing to the defaulting party to comply with its provisions within 30 days from the date of receipt of such written notice. Failure to comply within the aforesaid period, the non-defaulting party may terminate this Research Grant Agreement immediately.

 8.2 During the term of this Research Grant Agreement, the Parties may agree to terminate this Grant Agreement by a Party providing written notice with reason to the other party at least than 30 (Thirty) days prior to the proposed date of termination and such termination shall be in effect upon written consent of the parties.

 **9. Amendment to the Research Grant Agreement**

 If either party wishes to amend this Research Grant Agreement, it shall notify the other party at least 30 (thirty) days in advance. Upon the parties agree to the amendment to this Research Grant Agreement, such amendment shall be made in writing, and signed by the authorized representatives with the seal of the juristic person (If any) of the Parties, and considered as an integral part of this Research Grant Agreement which shall be in effect as of the date of signing of that amendment agreement.

 **10. Notice**

 All notices or consent or approval according to this Research Grant Agreement shall be in writing and shall be legally delivered by registered mail to the other party's address as specified in this Research Grant Agreement or other address as the Party may notify to the other Party in writing.

 **11. Documents as an integral part of the contract**

 The following documents attached to this Research Grant Agreement shall be considered as an integral part hereof:

 Appendix 1 Research proposal …………pages

 Any provisions of the documents attached to this Research Grant Agreement is in conflict with the terms of this Research Grant Agreement, the Research Grant Agreement shall prevail. In the event of the conflict between the documents attached to this Research Grant Agreement, the parties shall discuss and make a final decision.

 In the event that it appears that any provision of this Research Grant Agreement is invalid, that provision shall be deemed as unenforceable to this Research Grant Agreement, and the validity and enforceability of the other provisions of this Research Grant Agreement shall not be affected.

 This Research Grant Agreement is made in 2 duplicate with the same content. The Parties hereto have read and understood throughout and agreed that it is correct. Therefore, the parties have signed and sealed (if any) in the presence of the witnesses and hold one copy each.

(Signed)……………………………..The Grantor (Signed)…………………………The Grantee

(…………………………………………………) (Professor Dr.Pattarachai Kiratisin, M.D., Ph.D.)

Title:……………………………………………. Vice President for Research,

 Name of Organization Mahidol University

Date : ………………………………………… Date: ……………………………..

(Signed)……………………………..…..Witness (Signed)…………………………Witness

(…………………………………………………) (…………………………………..)

Title:……………………………………………. Title:………………………………

 Name of Organization Mahidol University

Date : ………………………………………… Date: ……………………………..