Contract Number ..........................

**Joint Research Contract**

This contract has been made at Khon Kaen University, 123 Mitrapap Road, Muang District, Khon Kaen 40002 on (Date)....................................... between (Organization) .............................................................................

(Number) ............ Road .................... District ..................... Province ...................... Post Code: .................................. by (Name of responsible person) ......................................(Position) ........................................., herein referred to as *“Company”* as one party and Khon Kaen University by Professor Supachai Pathumnakul, Vice President for Research and Technology Transfer, herein referred to as *“University”* as the other party.

 Both parties agree to enter into this contract based upon the following details:

1. This contract is effective on the date that the contract is signed. The *Company* agrees to conduct a research project with the *University* under the topic, “ชื่อโครงการ” as per the project proposal of the *University*, which has been previously approved by the *Company* (details are shown in Appendix 1, attached to this contract). The *“Project”* under this contract shall have a project life not to exceed ............ (............) years from .......................................... to ..............................................

 2. The Company agrees to co-conduct the research project by offering financial support in the amount of................................THB (........................) for project implementation. The amount of money is, hereafter, referred to as the *Capital*, which is payable to the *University* in 3 (Three) installments as per the following details:

 2.1 Installment #1: The *Company* will pay the *University* an amount of ................................THB (........................) or 50% of the total amount within 30 (thirty) days from the date the contract was made.

 2.2 Installment #2: The *Company* will pay the *University* an amount of ................................THB (........................) or 30% within 30 (thirty) days from the date that the *Company* receives ……… copies of the hard-copy progress report and 1 electronic file on CD-ROM (Microsoft Word).

 2.3 Installment #3: The Final Installment - The *Company* will pay the *University* the amount of ................................THB (........................) or 20% within 30 (Thirty) days from the date the *Company* receives …………. copies of the final report and 1 electronic file on CD-ROM (Microsoft Word).

 2.4 The *Company* will pay the *Capital* to the *University* in one of the following ways: 1) by transferring the funds to the Revenue Savings Account of the University, Account Number: 424-1-44536-5 at the Maliwan Road Branch of Krung Thai Bank (Public Company) or 2) by making payment with a crossed check made payable to “Khon Kaen University”.

 3. The University agrees to co-conduct the research project by providing space, equipment, durables, and the necessary utilities for the Project to be implemented, including personnel. The University has appointed........................................, who is affiliated to ............................. at Khon Kaen University to serve as Project Head.

4. The University certifies that for any research study, which is related to human beings, approval will have already been received from the Khon Kaen University Ethics Committee in Human Research prior to research implementation. Likewise, any animal-related research must be approved by the Ethics Committee and Animal Treatment Standards and Use for Science Purposes prior to the implementation of the research study.

 The University shall conduct the project by bearing in mind the following: 1) the safety of its co-implementers, 2) the safety of the samples used in the experiment, and 3) the safety of the environment according to the research ethics. In addition, the steps of project implementation must be systematically recorded. Furthermore, all relevant documents and evidence shall be retained for a period of at least 10 years after the project’s completion.

 5. The University shall submit a progress report and a final report of the project to the *Company* within the following time frame:

 5.1 The Progress Report – by....................................... (date) or within 6 months after the first lot of money has been received.

 5.2 The Final Report – by......................................... (date) or within 6 months or not over 60 days after the project’s date of termination per the agreement.

6. In case of the following: 1) any obstacles or constraints that would prevent the project from being implemented, 2) a necessity to alter the work plan, and/or 3) the need to make any alterations; the *University* shall inform the *Company* in writing within a period of 30 (thirty) days from the date the obstacle, constraint, or necessity occurs.

 7. In case the project cannot be completed within the date stated in Section 1, the *University* shall, in a formal letter, inform the *Company* and make a request to extend the project’s implementation for a period of at least 30 (thirty) days prior to the termination date. The last date in the extension to be requested shall be the date for the submission of the work.

8. In case of the necessity to alter the conditions set forth in this contract and with the consent of both parties, an amended version of the contract shall be made and signed by the assigned authorities of both parties.

 9. The Ownership and Rights of the Intellectual Properties

 9.1 The rights over the intellectual properties, i.e., technology, technical methods, the know-how related to former research, and/or the outcome of the research extended from the former research officially belonging to any one of the co-researchers, and/ or, during the project implementation period under the contract, that co-researcher uses it to implement the project under this contract, still belongs to that co-researcher. If a co-researcher wishes to use the rights of the former research outcomes of the other co-researcher in this project for the purpose external to the objective of this project, the former co-researcher must be authorized in writing by the latter co-researcher who owns the former research outcome and/or the research outcome resulted from the extension work of the former research that belongs to one of the co-researchers, and/or, obtained from the implementation of the project in this contract. The agreement related to rights and benefits, conditions, and remuneration shall be written. Nonetheless, this contract does not bind the co-researcher who owns the former research outcomes to agree.

 The ownership and the rights of intellectual properties and other legal rights from the research work, as well as from inventions, methods, product layout, technical know-how, formulas, methods, steps, manuals, documents, reports, and any information resulting from the project implementation hereby referred to in this contract as “the project outcomes” which may arise from project implementation and from other information that may arise from project implementation, is herein referred to as “Project Outcomes” and shall be under the conditions of co-ownership of the *Company* and the *University*, in the following proportions:

 9.1.1 The *University* at the proportion of.... (..........................) percent

9.1.2 The *Company* at the proportion of.... (..........................) percent

 9.2 The *Company* and the *University* are able to utilize the Project Outcomes in each organization, whereupon neither party shall use the Project Outcomes for commercial benefits, without first having sought the permission of the other party.

 9.3 The *Company* and the *University* shall co-establish a structure for the protection of the intellectual property rights over the Project Outcomes incurred under this contract. In case the said intellectual property needs registration for protection under the law, the co-research organization agrees to assign ....................... to take responsibility for the registration and management of the said intellectual property.

 9.4 The *Company* and the *University* shall be responsible for the cost incurred from registration and management of the intellectual property according to the agreed upon proportion of the ownership in the intellectual property. Moreover, with respect to requests for protection of an intellectual property, this is solely effective in Thailand and in a country or in countries in which both the *Company* and the *University* wish to make a request for protection.

 In such a case where one party, either the *Company* or the *University,* does not wish to make a request for legal protection from a country, the other party, who so wishes to make such a request, can make the request provided the party does the following: 1) the party, making the request, shall take responsibility to manage the intellectual property in the particular country and 2) that party shall also bear the costs for registration and the management of the rights of the intellectual property of the Project Outcome itself.

 9.5 In case either of the parties wishes to commercially utilize the Project Outcomes, the intellectual property of the Project Outcomes, and/or permit another individual to commercially utilize them; then the other party may proceed with a lawsuit. Moreover, any actions related to the buying & selling, licensing, and/or other actions conducted with a third party that result in benefits or calculable monetary revenues from that act needs to be authorized in writing by both parties. Both parties shall, hereafter, establish the conditions, periods of time, and the scope of the utilization.

9.6 In case one of the parties receives benefit from commercial utilization of

the Project Outcomes, the amount of the received benefit, with any expenses duly deducted, shall be allocated to the other party according to the proportion of methods, conditions, and details set forth in the benefit allocation.

 9.7 Both parties are able to extend the Project Outcomes in further research, so long as these actions do not severely impact the rights of the other party. Each time the Project Outcome is extended, the concerned party must inform the other party in writing in order to seek approval. Any act of refusal in which one party does not allow the other party to extend research of the Project Outcomes needs to be appropriately justified. In case one of the parties writes a letter of notification informing the other party of its intent to extend, and the party, who is being written to, does not return a written response to the letter within a period of 30 (thirty) days, then this lack of a response shall be interpreted as an approval of the extension of the Project Outcomes. The outcomes of the extended research shall be under the ownership of and/or rights over the intellectual property of the party who is conducting the extended research.

 9.8 The *Company* and the *University* agree not to transfer their rights over the intellectual property of the Project Outcomes under this contract to another individual, except with the written consent of the other party. The individual receiving the transfer shall also be bound by the conditions set forth in this contract.

 9.9 The dissemination of the research outcomes or information in any printed materials needs to be approved by the *Company* first.

10. The Termination of the Contract

 10.1 Both parties must agree in writing to terminate this contract.

 10.2 The *Company* shall have the rights to terminate this contract if or when the *Company* sees that the *University* or the Project Head has not implemented the Project with an adequate degree of attention, or fails to follow any clause of this contract. In such case, the *Company* shall inform the *University* or the Project Head in writing. If the requested improvements or adjustments have not been accordingly made by the *University* or the Project Head within 60 (sixty) days of the receipt of the letter of notification, the *Company* is, thereby, entitled to terminate the contract.

 10.3 In case the *University* and the Project Head see that the *Company* has failed to follow this contract, the *University* and the Project Head shall inform the *Company* or the Project Head of the details and reasons in writing. If the *Company* has not accordingly made the required adjustments within 30 (thirty) days of the day of receipt of the notification letter, then the *University* is entitled to terminate the contract.

 10.4 In the case of a *force majeure* that prevents the *University* or the Project Head from continuing to implement the Project, the *University* and the Project Head shall inform the *Company* of the Project’s termination. The written information shall include an outline of the details and the necessary reasons for termination. A progress report including all of the work accomplished and any remaining capital owed to the *Company* shall be submitted within a period of 30 (thirty) days from the date that the letter of notification was submitted.

 11. Taxes, duties, or any other expenses that were incurred as a result of receiving the *Capital* stipulated in this contract, or any expense charged by relevant organizations shall be under the responsibility of ................................ and shall not be considered as an expense under the capital support of this contract.

 12. The documents deemed parts of the contract are as follows:

 Appendix 1: Project Proposal, of ................ pages

 In case any words in the attachments contradict the contract or any clause of the contract, the clause in this contract shall be effective. In the case that the attachments are in opposition to one other, the *University* shall act in accordance with the judgment of the *Company*, which shall be considered as final.

 13. Under this contract, the *Company* has the right to interpret and to judge problems related to implementation. The judgment of the *Company* shall be considered as final.

 This contract has been made in duplicate and bears the same wording. With their signatures, the two parties acknowledge that they have read and understood the contract. Moreover, they have signed their names in front of witnesses representing each party. Each party shall retain one copy.

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| --- | --- |
| (Signature) .......................................................  | (Signature) ...........................................  |
|  (............................................) |  (Professor Supachai Pathumnakul) |
| Position ................................................ | Vice President for Research and Technology Transfer, Khon Kaen University  |
|  |  |
| (Signature)...................................................Witness | (Signature) .......................................................  |
| (............................................) |  (............................................) |
|  |  Project Head |
|  |  |
| (Signature)...................................................Witness | (Signature)...................................................Witness |
| (............................................) | (............................................) |
|  | Khon Kaen University |