MEMORANDUM OF UNDERSTANDING
BETWEEN
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY, USA
MAEJO UNIVERSITY, THAILAND

The following is a Memorandum of Understanding made between Virginia Polytechnic Institute and State University (hereinafter called Virginia Tech) and Maejo University (hereinafter called MJU).

The general understanding is that extension and strengthening of academic and scientific exchange and cooperation is highly desired and is expected to be of mutual benefit. It is agreed upon that an exchange program will take place and may encompass any of all of the following on a basis of equality and reciprocity:

I Activities:
Exchange of scientific material, publications and information
Exchange of professors of research scholars
Development of collaborative research projects
Collaboration of science and technology transfer
Organization of joint academic and scientific activities, such as courses, conferences, symposia of lectures
Exchange or undergraduate / graduate students

The specifics of any activities hereunder shall be separately negotiated and set out in writing to be appended to this agreement.

II Publications — Virginia Tech and MJU shall be free to publish the results of joint research. The senior authorship will go to the person (graduate student, scientist, or professor) who has put in the greatest efforts. The last name will be that of the person who guides the work. This should be of general practice and may be changed if mutually agreed. The cost of the publication will be agreed upon mutually.

III Intellectual Property — both parties agree to disclose the development of intellectual property under this collaboration to the other party. Rights, title and interest to intellectual property developed under this agreement shall vest with the inventor or author. The other party shall be granted the first right of refusal to negotiate at least a non-exclusive license, the parameters of which shall be determined therein.

IV Duration of this agreement — This agreement shall be effective on September 1, 2007, for a period of not more than five (5) years. Either party may terminate their involvement in this agreement by delivering written notification of their desire to so terminate at thirty (30) days prior to the desired termination date.

V Costs — All funding will be determined in accordance with prudent organizational costing practices and shall be the subject of a separate sponsored agreement.
VI Exchange of Information – Scientific and scientific data relevant to our research will be exchanged when mutually agreed. Samples may be sent either way for analysis and interpretation of data. Such exchange does not transfer the basic rights of ownership of intellectual property. Where proprietary or confidential data must be exchanged, a separate non-disclosure agreement shall be executed. Both parties represent that bi-directional exchange of proprietary of confidential information is highly unlikely and where necessary will be kept to a minimum.

This agreement may only be modified or renewed in writing signed by the authorized representative of both parties. This agreement is hereby signed as of the 1st day of September, 2007.

APPROVAL:

Charles Steger, President
Virginia Polytechnic Institute and State University

James A. Hyatt, Executive Vice President and Chief Operating Officer
Virginia Polytechnic Institute and State University

S.K. De Datta
Assoc. Provost for Int. Affairs & Director, OIRED
Virginia Polytechnic Institute and State University

Thep Phongpharnich
President
Maejo University

July 24, 2007