



คำสั่งมหาวิทยาลัยมหิดล

ที่ ๒๒๘๐ /๒๕๖๑

เรื่อง มอบหมายอำนาจลงนามในข้อตกลงการแบ่งปันข้อมูลการวิจัย

เพื่อให้การมอบอำนาจลงนามในข้อตกลงการแบ่งปันข้อมูลการวิจัยระหว่างหน่วยงานภายในมหาวิทยาลัยหรือกับบุคคลหรือหน่วยงานภายนอก ซึ่งได้มีความร่วมมือด้านการวิจัยและมีการส่งหรือแบ่งปันข้อมูลระหว่างกันเป็นไปด้วยความเรียบร้อย มีความคล่องตัว และปฏิบัติเป็นไปในแนวทางเดียวกัน ตลอดจนสอดคล้องตามวัตถุประสงค์และนโยบายของมหาวิทยาลัย

อาศัยอำนาจตามมาตรา ๓๔ และ ๔๒ แห่งพระราชบัญญัติมหาวิทยาลัยมหิดล พ.ศ. ๒๕๕๐ อธิการบดีจึงมีคำสั่งมอบอำนาจ ดังนี้

๑. ให้หัวหน้าส่วนงานเป็นผู้มีอำนาจลงนามในข้อตกลงการแบ่งปันข้อมูลการวิจัยที่เป็นไปตามแบบที่มหาวิทยาลัยกำหนด

ทั้งนี้ กรณีเป็นข้อตกลงการแบ่งปันข้อมูลการวิจัยที่ไม่ได้เป็นไปตามแบบที่มหาวิทยาลัยกำหนด หรือมีการเพิ่มเติมเนื้อหาจากแบบที่มหาวิทยาลัยกำหนด ให้หัวหน้าส่วนงานเสนออธิการบดีหรือรองอธิการบดีที่ได้รับมอบหมายให้ความเห็นชอบและมอบอำนาจหรือลงนามในข้อตกลงการแบ่งปันข้อมูลการวิจัยดังกล่าว

๒. เมื่อหัวหน้าส่วนงานได้ลงนามในข้อตกลงการแบ่งปันข้อมูลการวิจัยเรียบร้อยแล้ว ให้แจ้งมายังมหาวิทยาลัยเพื่อทราบ พร้อมจัดส่งสำเนาข้อตกลงที่ได้ลงนามแล้ว จำนวน ๑ ชุด ภายใน ๓๐ วัน นับจากวันที่ได้มีการลงนาม

ทั้งนี้ ตั้งแต่บัดนี้เป็นต้นไป

สั่ง ณ วันที่ ๑๐ สิงหาคม พ.ศ. ๒๕๖๑

(ศาสตราจารย์ นายแพทย์บรรจง มไหสวริยะ)
รักษาการแทนอธิการบดี มหาวิทยาลัยมหิดล



Mahidol University Data Sharing Agreement

This Data Sharing Agreement (“Agreement”) is effective as of (“Effective date”) by and between:

(1) **MAHIDOL UNIVERSITY** by.....(**Faculty**)....., with offices located at, Thailand (hereinafter referred to as “**PROVIDER**”)

and

(2), with offices located at..... (hereinafter referred to as “**RECIPIENT**”)

(PROVIDER and RECIPIENT shall be hereinafter referred to collectively as “Parties” and individually as “Party”)

WHEREAS

PROVIDER and RECIPIENT have agreed to enter into this Agreement for the purpose of the project titled (hereinafter referred to as “Project”) as followings;

- 1)
- 2)

In order to execute the terms of this Agreement,

PROVIDER designate its officer,(PI Name)....., as a Principal Investigator of PROVIDER, and

RECIPIENT designate its officer,(PI Name)....., as a Principal Investigator of RECIPIENT.

IT IS NOW AGREED BY THE PARTIES AS FOLLOWS:

1. Definitions

In this Agreement, the following words shall have the following meanings:

Data Data collected by PROVIDER, to be used and such study to be carried out by RECIPIENT. All data, including without limitation research data, subject testing data, clinical data, all other data resulting from

research activities in the industrial or scientific and fields.

Results Any and all intellectual property (including but not limited to modifications, improvements, derivatives or summaries) generated by RECIPIENT in the course of the use or analysis of the Data under this Agreement

Confidential Information Confidential Information shall include information provided in documentary form or by way of a model or in other tangible form, which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence. Notwithstanding, all Data shall be the Confidential Information of PROVIDER.

Intellectual Property Rights or Intellectual Property All intellectual property rights, including without limitation:
i. patents, copyright, registered designs, trade marks (including service marks), all other rights resulting from intellectual activity in the industrial or scientific, fields, and the right to have confidential information kept confidential; and
ii. any application or right to apply for registration of any of those rights.

Termyear(s) after the Effective date.

2. RECIPIENT agrees to be bound by this Agreement in consideration of PROVIDER making the Data available to RECIPIENT. This Agreement shall commence on the Effective date and will continue for the Term. Upon the termination or expiration of this Agreement, the terms of 3, 4, 5, 6, 7, 10, 11, 12, 13 and 14 shall survive.
3. The Data remains the property of PROVIDER. There is no transfer or licence or implied transfer of licence rights in the Data from PROVIDER to RECIPIENT including any Intellectual Property Rights. This Agreement does not restrict the rights of PROVIDER to distribute the Data to other institutions or to publish any document relating to the Data.
4. RECIPIENT shall retain the Data in a secure location on its premises and shall not permit the Data or any part of it to come into the possession or control of any other organization or any individual other than those involved in the Project.
5. RECIPIENT shall not share or transfer the Data in whole or in part to any third parties without the relevant third party entering into a separate Data Sharing Agreement with PROVIDER.
6. RECIPIENT shall use the Data only to carry out research in relation to the Project and only for research that has appropriate ethical approval. RECIPIENT shall not use

the Data or any parts thereof for any commercial purpose or any purpose that is subject to consulting or licensing obligations to third parties.

7. PROVIDER makes no representations and gives no warranties either express or implied in relation to the Data: for example (without limitation) that the Data is of satisfactory quality or fit for any particular purpose, or that use of the Data is free from infringement of third party rights, including Intellectual Property Rights. The PROVIDER shall not be liable for any use made of the Data by RECIPIENT, and to the extent permissible by law RECIPIENT shall indemnify and hold PROVIDER harmless for any damages howsoever arising from RECIPIENT's use, storage or disposal of the Data.
8. RECIPIENT shall use the Data in accordance with good research practice, all due skill and care and with dignity, sensitivity and respect. RECIPIENT shall comply with any relevant privacy law and in compliance with all other applicable laws, regulations, guidelines and approvals, including without limitation the ICH-GCP.
9. RECIPIENT agrees to obtain the written consent of PROVIDER if there is any material change to the proposed use of the Data in the Project.
10. The Parties agree that all rights, title and interest in the Intellectual Property discovered or developed as a result of RECIPIENT's use of the data for the Project (hereinafter referred to as "the Project IP") will be owned jointly by the Parties as tenants in common in shares proportionate to their respective intellectual contributions to the development or creation of that Intellectual Property. Having regard to any requirements to protect potentially commercially intellectual property, each Party grants to the other Party a non-exclusive, non-transferable, perpetual, royalty free, worldwide licence to use the Project IP they own for non-commercial research, education and training purposes.
11. PROVIDER and RECIPIENT intend that their respective researchers shall as co-authors publish the Results of the Project deriving from use of the Data. Such publications shall be in accordance with the respective policies of the Parties regarding authorship.
12. RECIPIENT shall acknowledge PROVIDER as the source of the Data in any publication reporting on its use, unless requested otherwise by PROVIDER.
13. RECIPIENT undertakes to store the Data in accordance with all applicable laws and not to attempt to identify or contact the Study Participants or to compromise or otherwise infringe the confidentiality of information on the Study Participants and their right to privacy. In the event that RECIPIENT inadvertently identifies any donor then it shall notify PROVIDER immediately setting out in reasonable detail the circumstances by which it happened.
14. RECIPIENT shall maintain the Confidential Information in confidence and shall not disclose to any third party, or use the Confidential Information for any purpose other than the implementation of this Agreement. RECIPIENT shall immediately notify PROVIDER if RECIPIENT becomes aware of any suspected or actual unauthorized use, copying or disclosure of Confidential Information.

15. PROVIDER has the right to terminate this Agreement forthwith at any time and for any cause by means of written notice to RECIPIENT. In the case of any termination or expiration of this Agreement, RECIPIENT shall immediately discontinue all use of the Data and all Confidential Information, and, at PROVIDER discretion, promptly return or destroy (at RECIPIENT's own cost) all Data and all Confidential Information, and provide written confirmation that this has been completed. Should an individual Study Participant or their next of kin rescind their consent, PROVIDER will require and RECIPIENT agrees to discontinue using the appropriately identified information and return or destroy it in accordance with PROVIDER's instructions.
16. RECIPIENT shall not assign any of its right or delegate of its duties under this Agreement without the prior written consent of PROVIDER.
17. The validity and interpretation of this Agreement shall be governed by the laws of Thailand, and any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Thailand.
18. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

The Parties hereto have executed this Data Sharing Agreement by their duly authorized representatives as of the day and year first set forth above.

For and on behalf of MAHIDOL UNIVERSITY by.....

Signature:.....

Name:.....

Position:.....

Date:.....

For and on behalf of

Signature:.....

Name:.....

Position:.....

Date:.....

Acknowledged and Understood by Principal Investigator of PROVIDER:

Signature:.....

Name:.....

Position:.....

Address:.....

E-mail:.....

Date:.....

Acknowledged and Understood by Principal Investigator of RECIPIENT:

Signature:.....

Name:.....

Position:.....

Address:.....

E-mail:.....

Date:.....

ANNEX A

Introduction

This Data Sharing Agreement defines the arrangements for processing data between MAHIDOL UNIVERSITY by And The purpose of this agreement is to clarify the terms of sharing data between the two organizations and its use for research publication purposes.

Research Project Title:

.....

What information being shared?

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.....
.....

How will the information be shared, stored and destroyed?

.....
.....
.....

Handling and release of data and analysis

.....
.....
.....

Authorized person to access data (if Applicable)

NamePosition.....Organization.....

Authorized person to retrieve data (if Applicable)

NamePosition.....Organization.....

Authorized person to use data (if Applicable)

NamePosition.....Organization.....