



## Memorandum of Understanding

Between

Faculty of Science and Technology  
Rajamangala University of Technology  
Phra Nakhon  
Kingdom of Thailand

and

Cannim Group Australia Pty. Ltd.  
Suite 406, 39 East Esplanade  
Manly, New South Wales, 2095  
Australia



### on **Academic, Research and Innovation Collaboration**

This memorandum of understanding ("MOU" or "Agreement") expresses a cooperation between

The Faculty of Science and Technology, Rajamangala University of Technology Phra Nakhon located at 1381 Pracharat 1 Road, Wongsawang, Bang Sue, Bangkok 10800, Thailand, which will be subsequently called "**Sci-RMUTP**" represented by Dr. Paisan Kanthang, Dean,

and

Cannim Group Australia Pty. Ltd., located at Suite 406/39 East Esplanade Manly, NSW, Australia, 2095, which will be subsequently called "**Cannim**" represented by Mr. John Worton, CEO.

Sci-RMUTP and Cannim hereinafter referred to as the "**Parties**" have agreed to take part in collaborative research and development and academic programs for medicinal cannabis and hemp in Thailand.

#### 1. Contributions

The Parties agree that they may contribute to the project as below:

##### 1.1 Sci-RMUTP

- i) University facilities
- ii) Medical cannabis and hemp licences
- iii) Academic personnel

## 1.2 Cannim

- i) Funding
- ii) Technical support
- iii) Research materials

## 1.3 Joint Contributions

- i) Academic and educational activities
  - a. Develop programs and learning processes
  - b. Develop curriculum and organize field trips/workshops to promote sharing-and-learning among professors and students
  - c. Participation in seminars, academic meetings, symposiums and lectures
  - d. Extension of students' learning and co-operative education (co-op) opportunities
  - e. Exchange of faculty, staff members and students
  - f. Enrol alumni and students, who aim to extend their degrees
  - g. Provide scholarships or grants to faculties, students and alumni, who aim to extend their degrees
  - h. Co-authoring research papers for submission in scientific journals with regard to:
- ii) Innovation
- iii) Academic service and technology transfers
- iv) Intellectual property

## 2. Research Scope

2.1 Joint research programs will be conducted on cultivation, germplasm, processing, formulations, cosmeceutical and clinical studies, including:

- i) Work with Thailand's FDA, GPO, hospitals and community farmer cooperatives in order to set up a hemp and medical cannabis research centre and wellness and tourist city projects in Nakorn Chiburin province group (Nakhon Ratchasima, Chiyabhum, Burirum, and Surin), first starting at Nakhon Ratchasima province.
- ii) Develop a medical/cosmetic hemp and cannabis Ph.D. program at Sci-RMUTP, focusing on anti-aging.
- iii) Research local and wild strains in Thailand, and develop traditional Thai medicines from hemp, cannabis and Thai herbs.
- iv) Screening, breeding and germplasm development of local and foreign hemp and cannabis strains.

## 3. Funding

As an initial seed, subject to a substantive agreement, Cannim is offering to provide 2 million Baht to begin work in one or more of the above joint research programs. Further funding will be considered depending on the scope and terms of subsequent agreements.

## 4. Intellectual Property (IP) development

The Parties will consolidate IP through standard process, such as co-authoring and filing patent applications, i.e. Patent Cooperation Treaty (PCT) and/or Thai national patents, Plant Breeders Rights (PBR), Plant Variety Protection (PVP), and licencing structures around trade-secrets, trademarks and technology. Division of IP ownership will be weighted fairly and decided on a case-by-case basis. Terms will be stipulated in the initial substantive agreement, which may be modified from time to time for additional projects.



5. This Memorandum of Understanding expresses the intention of the Parties. It is recognised by both Parties that other than as specified it does not have legal effect, nor does it contain financial or operational requirements that are legally binding on either Party. Specific substantive agreements for implementing this Memorandum of Understanding shall be signed separately after negotiation on the detailed programs between the Parties.

#### Formal Provisions

The following provisions 6 - 12 are binding on the Parties:

6. **Intellectual Property:** Intellectual Property includes patents, trade secrets, copyrights, trademarks and any other rights such as rights in software, registered designs, and any right to apply to enforce, protect, license and register any of the foregoing.
- Each party retains any Intellectual Property it owned prior to the date of this Memorandum of Understanding.
    - All Intellectual Property in documents prepared by Sci-RMUTP are owned by Sci-RMUTP;
    - All Intellectual Property in documents prepared by Cannim are owned by Cannim; and
  - where documents are prepared by the parties together, the parties will agree on the ownership of any Intellectual Property (and if the parties cannot agree, the Intellectual Property will be owned by the parties jointly).
7. **Confidentiality:** The Parties agree that the provisions of the Mutual Non-Disclosure Agreement attached to this agreement in Schedule A are hereby incorporated in this Agreement.
8. **Term:** This Memorandum of Understanding is valid for five years and may be revisable or extendable by mutual consent. Either party may terminate the Memorandum of Understanding at any time by written notice signed by an appropriate official of the party initiating the notice. The notice must be received by the other party at least six months prior to the effective date of termination. The termination of this Memorandum of Understanding will not affect the implementation of on-going activities and/or programs undertaken pursuant to this Memorandum of Understanding, prior to the date of termination of this Memorandum of Understanding unless otherwise jointly decided upon by the Parties. Notwithstanding termination, clauses A (Intellectual Property), B (Confidentiality) and G (Dispute Resolution) continue to bind the Parties.
9. **Dispute Resolution:** Any dispute or differences arising out of the interpretation or implementation of this Memorandum of Understanding shall be settled amicably through consultation between the Parties.
- **Continuation:** In the event of any dispute arises out of or in relation to this Agreement, the Parties will negotiate in good faith to resolve the dispute, and they agree to continue performing the remaining obligations under this Agreement, and the binding arrangement and undertakings in this Agreement shall remain in full force and effect, unless terminated pursuant to section D above.
  - **Process:** All disputes arising out of this Agreement between the Parties that is not resolvable by good faith negotiations shall be resolved in the courts of Thailand and the Parties hereby agree to personal and subject matter jurisdiction by the Thai courts.

9.5 



10. **Applicable Law:** All activities resulting from this Memorandum of Understanding shall be governed by and in accordance with the laws and regulations of the Kingdom of Thailand. All agreements and obligations of the Parties are subject to the procurement and maintenance of all applicable government consents, permits, authorizations, and approvals. This Memorandum of Understanding shall be governed by in accordance with the law and regulation of the Kingdom of Thailand.
11. **Costs:** Each party will be responsible for its own costs in connection with the preparation and negotiation of this agreement and any subsequent agreement.
12. **Effective Date:** This Memorandum of Understanding shall be effective, when the representative of the Parties have affixed their signatures. The information, permission, or agreement under this MOU must be communicated by an official letter. There are two copies of this MOU with the same wording that both parties thoroughly read and understand, and agree on all the purposes. Therefore, both parties sign and stamp (if any) it for further reference.

For Faculty of Science and Technology Rajamangala  
University of Technology Phra Nakhon  
Kingdom of Thailand

For Cannim Group Australia Pty Ltd

Signature.....

Dr. Paison Kanthang  
Dean

**Faculty of Science and Technology**  
**Rajamangala University of Technology Phra Nakhon**

Signature.....

John Worton  
CEO

**Cannim Group Australia Pty. Ltd.**

Signature.....

( Mr. Nudhchart Kritdhna )  
CEO

**Innovation Incubation Center**  
**Rajamangala University of Technology Phra Nakhon**

Witness

Signature.....

Name and Title  
KATHERINE WORTON

Witness

DATE 25 October 2019

DATE 25 October 2019

Schedule A

**MUTUAL CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is made the                    day of                    2019

BETWEEN:

..... ("Company")

AND:

Cannim Group Pty Ltd ("Cannim") of Suite 406/39 East Esplanade, Manly, NSW 2095, Australia

RECITALS:

- A. THE Company and Cannim are entering into discussions relating to possible mutually beneficial arrangements in respect of certain investment opportunities, intellectual property, services, projects, processes and designs.
- B. As a consequence of the matters referred to in Recital A either party may provide to the other certain information of a confidential or commercially valuable nature relating to the business or affairs of the party providing such information including without limitation the identity of companies and individuals, and the terms and or nature of prospective transactions or transactions in progress.
- C. The parties have agreed to enter into this Agreement as a result of the potential commercial sensitivity of their respective information should it be disclosed to any third person. In particular the identity of companies and individuals, any valuation and/or pricing for any transaction that may result from the Confidential Information disclosed will be kept confidential.
- D. That information has been and/or is to be provided on the basis that the parties to this agreement will maintain its confidentiality.

AGREEMENT:

- 1. For the purposes of this Agreement:
  - 1.1. "Confidential Information" means all information which is disclosed by either party to the other or on either parties behalf relating to the business or affairs of the party disclosing such information pursuant to the discussions referred to in Recital A and or Recital B of this Agreement and includes the identity of companies and/or individuals, written and oral information whether of a business, financial, technical or other nature and in whatever form but shall not include information or material which:
    - 1.1.1. is now or becomes generally available to the public other than through a breach of this Agreement; or
    - 1.1.2. was known to the other party or its advisors on a non-confidential basis prior to disclosure to it or them pursuant to this Agreement; or
    - 1.1.3. becomes available to either party on a non-confidential basis from a person other than the other party to this Agreement; or
    - 1.1.4. either party is required by law to disclose it; or



- 1.1.5. by the release of such information or material to a third party would not materially disadvantage the party to whom the information originally belonged;
    - 1.2. "person" includes any natural person, corporation, corporation sole and body of persons whether corporate or not;
    - 1.3. "Related Company" has the meaning given to the phrase "Related Body Corporate" in section 9 of the Corporation Law;
    - 1.4. Any reference to a party to this agreement shall be deemed to be a reference to the party and its related companies.
  2. All Confidential Information disclosed to either party shall be held in confidence by the recipient party who will not directly or indirectly disclose nor permit the disclosure of any of such Confidential Information whether verbally or in writing to any person other than pursuant to the terms of this Agreement and all such Confidential Information shall at all times remain the exclusive property of the party that initially disclosed it.
  3. In consideration of either party ("the disclosing party") disclosing Confidential Information to the other party ("the recipient party"), the recipient party covenants with the disclosing party that it will:
    - 3.1. not use, attempt to use or procure others to use or attempt to use the Confidential Information for its own purposes or the purposes of any third person, or do any act, thing or omission involving the use of the Confidential Information which may injure or cause loss to or be calculated to injure or cause loss to the disclosing party or which may affect the carrying on of the disclosing party's business;
    - 3.2. confine the distribution of the Confidential Information to those of its directors, employees and advisors (if any) as shall be reasonably necessary for the purposes of the matters referred to in Recital A of this Agreement and will obtain from such directors, employees and/or advisors a written undertaking to observe secrecy and confidentiality in relation to the Confidential Information;
    - 3.3. be wholly responsible and liable for the acts and defaults of its directors, employees and advisors in respect of any Confidential Information disclosed to them;
    - 3.4. take all reasonable measures to enforce the obligations of secrecy and confidentiality with respect to any of its directors, employees or advisors who may have had access to the Confidential Information;
    - 3.5. upon request from the disclosing party return promptly to it all Confidential Information or where return of certain information is impractical erase such information and confirm to the disclosing party the completion of this process, and provide to the disclosing party the identity and contact details of all third parties to whom the Confidential Information may have been disclosed;
  4. Money damages would not be a sufficient remedy for any breach of this Agreement by the recipient party or its directors, employees or advisors and in addition to all other remedies the disclosing party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

5. This Agreement shall be governed by and construed in accordance with the laws of Australia and Thailand, and each party hereby submits to the exclusive jurisdictions of the Courts of New South Wales, Australia, and Thailand.
6. The failure of either party to enforce any provision of this Agreement at any time shall not operate as a waiver of that provision in respect of the particular act or omission or any other act or omission.

EXECUTED AS AN AGREEMENT

<p>For and on behalf of Cannim By its authorised signatory</p>   <p>John Worton</p> <p>In the presence of witness</p> <p>Print Name:</p> <p>Signature</p>	<p>For and on behalf of Company By its authorised signatory</p>  <p style="text-align: center;">a.n</p> <p>Signature</p> <p>Print Name <i>Paisan Kamthang</i></p> <p>In the presence of witness</p> <p>Print Name <i>Nudhchat Kritdhua</i></p> <p>Signature <i>[Handwritten Signature]</i></p>
--	--

a.n *[Handwritten Signature]*