

AGREEMENT BETWEEN B
DALI UNIVERSITY, CHINA
AND
PHRANAKHON RAJABHAT UNIVERSITY, THAILAND
ON
THE COOPERATION
ON
THE MARITIME SILK ROAD CONFUCIUS INSTITUTE
AT PHRANAKHON RAJABHAT UNIVERSITY

Party A: DALI UNIVERSITY

Address: No.2 Hongsheng Road, Dali 671003, Yunnan, P. R.
China

Authorized representative: Prof.Dr. Ding Zhongtao

Party B: PHRANAKHON RAJABHAT UNIVERSITY

Address: No.9 Chaengwatthana Road, Anusawari, Bangkok,
Bangkok,10220, The Kingdom of Thailand

Authorized representative: Assoc.Prof.Dr. Preang Kitratporn

Whereas the authorization has been issued by Chinese International Education Foundation (hereinafter abbreviated as “the Foundation”) to DALI UNIVERSITY, P. R. CHINA and PHRANAKHON RAJABHAT UNIVERSITY, THE KINGDOM OF THAILAND to cooperate on the development of the Maritime Silk Road Confucius Institute at Phranakhon

Rajabhat University and use the brand, name and logo of “Confucius Institute”, this Agreement is hereby entered into between Party A and Party B of their own accord in the principle of mutual respect, friendly consultation and equality and mutual benefit, specifying the rights and obligations of aforementioned Parties, and stipulating the rules for cooperation, and whereby ensuring sound operation of the Confucius Institute.

Article 1 Nature and Scope of Activities

The Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University, which is a China-Thailand cooperation project, shall serve the purpose of Confucius Institute, operate according to the laws and regulations of Thailand and local needs and may carry out the following activities:

- (a) Chinese language teaching programs and related studies;
- (b) Language and cultural exchange activities;
- (c) Training Chinese language teachers;
- (d) Developing Chinese language education resources;
- (e) Organizing accreditation tests on Chinese language and culture;
- (f) Providing information and consultative services concerning education in China, Chinese culture, and so forth;
- (g) And other activities in accordance with the purpose of Confucius Institutes and to the benefit of the Parties.

Article 2 Organization, Operation and Management

1. Board of Directors

The Parties shall jointly establish a Board of Directors (hereinafter referred to as “the Board”) as a decision-making body on major issues concerning the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University.

(a) Membership

The chairs and members of the Board shall be nominated respectively by Party A and Party B and appointed on the basis of discussion with and confirmation of the other Party. As agreed by both Parties, the Board of Directors of the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University hereby consists of:

Chinese Chair: President of Party A;

Thai Chair: President of Party B;

Other Board members:

(a) Vice presidents in charge of the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University business of Party A and Party B;

(b) Leaders of the Foreign Affairs Departments of Party A and Party B;

(c) Leaders and operating officers in charge of Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University business of Party A and Party B;

(d) Thai Director, Chinese Director and Thai Deputy Director of the Maritime Silk Road Confucius Institute at Phranakhon

Rajabhat University;

(e) Leaders of Financial Department of Party A and Party B;

(f) Leaders of Teaching Affair Offices of Party A and Party B;

(g) Leaders of Human Resources Offices of Party A and Party B.

For better development of the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University in question, third-party institutions or individuals can be included in the Board with the consent of both Parties.

(b) Responsibilities

The Board shall fulfill the following responsibilities: composing and amending the Constitution of the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University; formulating the development plan of the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University; setting forth key management regulations and systems; appointing the Chinese and Thai Directors and personnel for other key management positions; approving the annual work plan and budget and final accounts; deciding on the establishment of subordinate Confucius Classrooms and reporting the decision to the Foundation for examination and approval; approving the proposal to set up subordinate teaching sites; reviewing and approving Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University annual report; and making decision on other major issues concerning the Maritime Silk Road Confucius

Institute at Phranakhon Rajabhat University.

The aforementioned constitution, development plan, list of Board members, profiles of Chinese and Thai Directors, annual report and other documents of the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University shall be submitted as required to the Foundation for record.

(c) Board meeting

The Board shall meet at least once per year on-site or online. Board decisions shall be recorded in the minutes and kept as important archives.

2. Operation and management of the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University

Chinese and Thai Directors, nominated by Party A and Party B respectively and appointed by the Board, shall perform the duties of daily operation and management of the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University, implement the development plan and annual work plan of the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University, and report on the progress of work to the Board on a regular basis.

Article 3 Rights and Obligations

1. Party A shall:

- (a) Jointly formulate the development plan and raise funds for the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University with Party B;

- (b) Nominate a Chinese Director and pay the salary of the Director during his or her term of service;
 - (c) Provide and train the teaching staff selected from Dali University or through other channels;
 - (d) Provide annual fund to the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University every year;
 - (e) Receive the visiting delegations from the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University;
 - (f) Assist students of the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University in applying for scholarships for study in China;
 - (g) Provide teaching resources and other feasible support for the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University;
- And so forth.

2. Party B shall:

- (a) Create a supportive local social environment for the development of the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University;
- (b) Jointly formulate the development plan and raise funds with Party A;
- (c) Provide office and teaching space and facilities and other necessary conditions for activities of the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University;
- (d) Appoint a Thai Director and pay the salary of the Director

during his or her term of service;

- (e) Provide administrative personnel and teaching staff (full-time or part-time);
- (f) Assist personnel from the Chinese side in entry, exit and residence procedures and provide necessary work facilities, life conveniences and security assurance;
- (g) Open a dedicated bank account for the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University and manage and use the fund in full compliance with the laws and regulations;
- (h) Phranakhon Rajabhat University will be responsible for the expenses for Chinese volunteers as follows:
 - ① Visa renewal fee as actually paid.
 - ② Expenses/fees in the process of obtaining/renewing a work permit in the country to cover the period of work performed according to the employment contract and the official notification of employment, according to the actual payment.
 - ③ Accommodation (university dormitory) and utilities will be agreed by both sides in advance having discussed the number of volunteers to travel to work in accordance with the budget that Phranakhon Rajabhat University will allocate each year.

Arranged accommodation (not more than 2 people per room) will have equipment that is in good condition, such as a single bed, wardrobe, desk and chair for work, and must have a refrigerator, air conditioner, and internet system that is ready to use. The residences should be

located in a secure location within easy reach of workplaces, communities, and markets.

④ Health insurance/life insurance and accident insurance must be provided by Phranakhon Rajabhat University within 2 months from the date of receiving the original work permit. The cost of the insurance should be at the discretion of the university.

Article 4 Intellectual Property

The Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University shall abide by relevant laws and regulations in the use of intellectual property owned by other parties; the ownership of intellectual property that is independently developed by the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University or jointly developed by the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University and other institutions shall be specified by agreement by parties concerned in the principle of fairness.

Article 5 Revision of Agreement

During the execution of this Agreement, revisions or a supplementary agreement can be made with the consent of the Parties. All revisions shall be made both in Chinese and English in writing and shall take effect after being signed by authorized representatives of the two Parties.

Article 6 Term of Agreement

1. The Agreement shall enter into force upon the signing of the Parties. If dates of signature are different, the later date of signature shall prevail.

2. The validity of the Agreement shall expire by December 31st 2026 as per the term of authorization granted by the Foundation. If the Parties have the intention to continue cooperation on the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University, Party A shall submit an application for extending term of authorization to the Foundation on behalf of both Parties before the expiration date of this Agreement. If either of the Parties has no intention to extend the period of validity of this Agreement, the Party shall notify the other Party in writing 180 calendar days before the expiration date of this Agreement and the Parties shall hold Board meetings for consultation. Should no consensus be reached, the Foundation shall be notified in writing at the earliest possible time.

Article 7 Force Majeure

The Parties hereto shall be exempted from performing their obligations hereunder in the event of force majeure, i.e., unforeseeable, unavoidable and insurmountable circumstances, including but not limited to, natural disaster, plague, war and military action, terrorist attack, and an act of deliberate sabotage. Failure of either of the Parties to perform its obligations, or to perform its obligations hereunder on time due to force majeure,

shall not be deemed as breach of contract, and the Party shall not be liable for such failure. However, force majeure events shall not include strikes or various labor disputes, delays in the delivery of equipment or supplies, or financial difficulties.

Should either of the Parties be prevented to perform the obligations hereunder by force majeure, the Party under the situation shall notify the other Party in writing to suspend or cancel the project and shall duly take timely and effective measures to minimize the loss of the other Party.

Article 8 Suspension and Termination

1. This Agreement can be suspended or terminated hereunder in one of the following cases:

- (a) If the authorization is withdrawn by the Foundation after the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University fails to meet the assessment criteria, this Agreement shall terminate automatically.
- (b) If either of the Parties has no intention to continue the cooperation, the Party shall notice the other Party and the Foundation in writing 180 calendar days before the expiration date of the Agreement.
- (c) If the Agreement is rendered impossible to be executed due to force majeure in accordance with **Article 7**, the Agreement can be suspended with the consent of the Parties. Decisions on affairs during the suspension and the date to resume the Agreement, *inter alia*, shall be

agreed by both Parties through consultation and shall be reported to the Foundation for record.

Apart from the aforementioned cases, neither Parties shall request for terminating this Agreement in advance; otherwise the default Party shall compensate for all the damages incurred to the other Party, which include but not limit to all the investment made under this Agreement, legal expenses for defending rights and interests, and indemnity for reputational loss.

2. When this Agreement terminates, the Parties should adopt proper measures to deal with ensuing matters, with the aim of avoiding negative impact on the other Party. The measures include, but not limited to:

- (a) Upon termination of the Agreement, the balance in the Maritime Silk Road Confucius Institute at Phranakhon Rajabhat University bank account shall be automatically frozen, and the funds shall be returned to the providers after the amount of fund being confirmed by both Parties.
- (b) The termination of the Agreement shall not affect other separate agreements, contracts or programs between the Parties.
- (c) Upon termination of the Agreement, the Parties shall make proper arrangements on the study of the affected students, outgoing Chinese personnel and other matters.

Article 9 Dispute Settlement

1. In the event that either of the Parties attempts to inform the other Party of any key issues, it shall be fulfilled in written letter

of confirmation signed by the authorized representative.

2. Should there be any dispute during the execution of this agreement, either of the Parties shall first resort to friendly consultation for a solution. Should no consensus be reached, the Parties can submit the dispute to an arbitration institution recognized by both Parties for settlement, or launch a lawsuit to a court that has jurisdiction over the case.

Article 10 Miscellaneous

After this agreement takes effect, it will automatically cover the “AGREEMENT BETWEEN CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA AND PHRANAKHON RAJABHAT UNIVERSITY, THAILAND ON THE ESTABLISHMENT OF MARITIME SILK ROAD CONFUCIUS INSTITUTE AT PHRANAKHON RAJABHAT UNIVERSITY”.

Other matters not set forth by this Agreement shall be addressed through friendly and equal consultations between the Parties.

The undersigned hereby are duly authorized by each institution to execute this Agreement.

This Agreement is made in two copies and each copy is written in both Chinese and English. Both texts shall have the same effectiveness. Should there be any inconsistency, the Chinese text shall prevail.

Dali University
Authorized representative



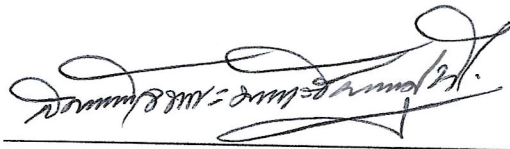
Date: 2021.12.30

Phranakhon Rajabhat University
Authorized representative



Date: 30/12/2021

Witness



Somdet Phra Maharatchamongkhonlamuni

President

Maritime Silk Road Confucius Institute

Date: 30 /12 /2021