

**COLLABORATIVE AGREEMENT
BETWEEN
SOUTHWEST UNIVERSITY,
PEOPLE'S REPUBLIC OF CHINA
AND
KHON KAEN UNIVERSITY, THAILAND**

Recognizing their mutual desire for the promotion of Chinese language and culture teaching in Thailand, Southwest University, People's Republic of China (SWU) and Khon Kaen University, Thailand (KKU), hereby state their willingness to work in partnership for the establishment of the Confucius Institute in Khon Kaen University. To support this objective, the parties agree as follows:

Article 1: The Confucius Institute in Khon Kaen University is a non-profit public organization.

Article 2: The Confucius Institute in Khon Kaen University shall be established within the organization of KKU.

Article 3: It is agreed that the broad objectives of the Institute will be:

- a) Chinese courses are delivered for various academic degrees, including certificate course, BA, MA and/or Ph.D.
- b) The promotion and development of Chinese language teaching in KKU and communities which may extend to include training Chinese language teachers, producing Chinese language study materials catering to local needs, organizing academic symposia, seminars and short courses in Chinese.
- c) The encouragement of Chinese cultural activities which raise public interest in China and its language and promote the understanding of China in fields such as literature, history, economics and philosophy, through activities which may extend to include lectures, seminars, symposia and Chinese film festivals.
- d) Such other activities as the parties agree in writing are complementary to the above.

Article 4: The Thailand party shall provide an appropriate site for the institute and provide fundamental facilities for teaching and governance with the responsibilities of routine management and maintenance of the facilities. The Chinese party is responsible of providing the teachers of Chinese language, and soft resources such as teaching materials, courses and test materials. The detailed sum of money and the means by which to start the work will be negotiated and decided by both parties.

Within a certain time period, KKU will do its best to seek for funding to build a new building mainly used for Confucius Institute in Khon Kaen University. Prior to the

availability of the new building, the Thailand Party should provide at least 150 square meters of classroom and workspace.

Article 5: Both parties understand that all financial arrangements for joint projects should be agreed between the parties on the availability of funds and activity contents. To this end, both parties agree to exercise their best efforts in securing outside funding. Both parties agree to spend all the income of the institute for further development of the institute itself.

Article 6: Both parties will designate institutions and individuals responsible for coordinating and implementing this agreement and engaging in the necessary negotiations for the issues of establishment of the joint institute. This will include the formulation and signing of an executive agreement regarding the mutual liabilities, the arrangement of the resources of the institute, activities contents and operation management. The executive agreement should be reached within 6 months since the date when this collaborative agreement is signed.

Article 7: The terms with respect to title to and exploitation of intellectual property (including trademarks and services marks, copyrights, patents designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific project Agreements and programmes of co-operation.

Article 8: This Agreement may be amended and supplemented in writing at any time as decided and agreed by mutual written consent of the Parties.

Article 9: This Agreement shall commence on the Effective Date and shall remain in force for a period of five years. Thereafter, it shall renew itself automatically for successive periods of five years unless either of the two parties gives 6 months notification in writing to the other Party of its desire to terminate the Agreement.

The termination of this Agreement shall not affect the implementation of the projects or programmes established under it prior to such termination.

Article 10: Any disputes arising under or in connection with this Agreement shall be referred by KKU and SWU to arbitration by an arbitrator jointly appointed by the Parties. In the event that there is no Agreement on the choice of arbitrator, the arbitrator shall be appointed according to The United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

Article 11: Despite the statements and obligations expressed herein, this Agreement is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive Agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives

of both Parties.

Article 12: No person who is not a party to this Agreement is entitled to enforce any of its terms.

Article 13: This Collaborative Agreement has four copies, with two copies in English and two copies in Chinese, which are in the same effectiveness.

In witness whereof KKU and SWU hereto have caused this Agreement to be duly executed on the day and year placed with signatures.

Representative for SWU



Ding Zhongmin

Vice President

DATE: 16th March, 2006

Representative for KKU



Assoc. Prof. Kulthida Tuamsuk

Vice President

DATE: 16th March, 2006

中国西南大学
与
泰国孔敬大学
关于建设孔子学院的合作协议书

本着促进泰国汉语和中华文化教学共同愿望，中国西南大学（Southwest University）和泰国孔敬大学（Khon Kaen University），同意合作建设“泰国孔敬大学孔子学院”（Confucius Institute in Khon Kaen University）。为实现上述目的，双方达成如下协议：

条款一：泰国孔敬大学孔子学院是非营利性社会公益性机构。

条款二：泰国孔敬大学孔子学院依托泰国孔敬大学，在大学内设立。

条款三：双方同意学院的目标是：

1. 学院内开设从汉语专科至博士学位的课程；
2. 推动和发展泰国孔敬大学校内外的汉语教学，包括汉语教师培训、根据当地需求编制学习资料、组织学术讲座和研讨会，开设短期课程班等；
3. 鼓励旨在增进大众对中国及中国语言兴趣的相关活动，通过组织诸如学术讲座、研讨会、座谈会、中国电影节等活动促进对中国文学、历史、经济、哲学等的了解；
4. 其他双方同意并以书面方式确定的其他补充项目；

条款四：泰方为学院提供场地和基本教学办公设施，并负责日常管理和维护；中方为学院提供教师、教材、课程、考试等软件资源。具体投入的数额和方式须经双方协议另行确定。

孔敬大学将考虑尽快建设一栋新的大楼，主要用于“孔敬大学孔子学院”。在专用的新楼建成之前，提供不少于 150 平方米的教学和办公场地。

条款五：双方同意根据资金拥有情况和活动内容协商项目的资金安排。双方同意尽力募集外部资金。双方同意将学院的收入用于学院的再发展。

条款六：双方将指定负责协调和执行此协议书的机构和人员，就合作建设学院的有关具体问题进行磋商，并根据此协议书的原则，制定并签署

关于双方的义务、学院的资源配置、活动内容和运营管理的执行协议。各方应该在不晚于此协议书签署之日起的六个月内达成执行协议。

条款七：涉及到对知识产权的冠名和使用（包括商标，服务商标，版权，专利设计和涉及相关知识产权，发明和创新的机密信息）时，应根据各个项目的具体情况进行协商。

条款八：本协议可在双方书面同意的前提下，在任何时候，进行修改和增补。

条款九：本协议自签署之日起生效，有效期为五年。协议到期后，如双方中没有任何一方以书面形式提前六个月向对方表示希望终止协议，协议将自动延长五年。对协议的终止不能影响到协议到期前对条款的执行。

条款十：在协议执行过程中产生的争端需由经双方共同指派的仲裁人员进行仲裁。如果双方对仲裁人员的指派无法达成共识，则根据联合国国际贸易法委员会的仲裁条例指派仲裁人。

条款十一：本协议是对双方当前意愿的非约束性表述。在具体项目协议通过双方官员协商签署，并由授权代表执行之前不具法律约束力，双方无需为此支付费用。

条款十二：任何非合同签署方，都无权执行协议中的任何条款。

条款十三：本协议一式四份，中英文各两份，均具同等效力。

西南大学与孔敬大学从双方代表签署之日起执行本合作协议。

中国西南大学

代表



丁忠民

副校长

日期: 2006年3月15日

泰国孔敬大学

代表



Assoc. Prof. Kulthida Tuamsuk

副校长

日期: 2006年3月15日