

**COLLABORATIVE AGREEMENT  
BETWEEN  
SOUTHWEST UNIVERSITY, CHINA  
AND  
KHON KAEN UNIVERSITY, THAILAND**

Based on the mutual desire for the promotion of Chinese language and culture teaching in Thailand, Southwest University, China (SWU) and Khon Kaen University, Thailand (KKU) signed the *COLLABORATIVE AGREEMENT BETWEEN SOUTHWEST UNIVERSITY, CHINA AND KHON KAEN UNIVERSITY, THAILAND* regarding the joint construction of Confucius Institute at Khon Kaen (CI at KKU) on Mar. 15<sup>th</sup>, 2006. After 10 years of collaboration, CI at KKU has reached the initial construction target. For further development of CI at KKU, after full discussion and consultation, SWU and KKU agree as follows:

**Article 1:** CI at KKU is a non-profit educational organization.

**Article 2:** CI at KKU shall be operated within KKU as one of its subordinate institutions, reporting its financial accounting to the Confucius Institute Headquarters, China, under the supervision of the financial system of KKU.

**Article 3:** CI at KKU is supposed to implement the following programs:

- a) Assist KKU to offer Chinese credit and non credit courses for KKU students.
- b) Promote Chinese language teaching inside and outside KKU, including training local Chinese teachers, compiling Chinese language learning materials catering to local needs, organizing academic symposia, seminars and short term courses in Chinese.
- c) Host Chinese language and cultural activities, which aim to increase public's interest in China and its language and promote the understanding of Chinese language, society and history.
- d) Assist to develop staff and student exchange programs and joint research programs between SWU and KKU.
- e) Offer service to the exchange and cooperative activities between China and Thailand in education, culture, economics and trade.
- f) Other complementary activities as the parties have agreed in writing.

**Article 4:** KKU shall provide CI at KKU Thai office staff, fundamental teaching facilities and office sites, while SWU/Hanban shall assign Chinese teachers, volunteer teachers to CI at KKU, provide CI at KKU with teaching resources such as teaching materials, courses and test materials. The specific investment/provision and styles of investment/provision shall be negotiated and decided by both parties.

**Article 5:** Both parties agree to exercise best efforts in securing outside funding. Both parties agree to spend all the income of CI at KKU on itself and its further development.

**Article 6:** Both parties shall designate individuals responsible for coordinating and implementing this agreement and engaging in necessary negotiations.

**Article 7:** The terms with respect to the titling and exploitation of intellectual property (including trademarks and services marks, copyrights, patents designs, and confidential information of such intellectual property, inventions and innovations) shall be negotiated on a project-by-project basis.

**Article 8:** This agreement may be amended and supplemented at any time as agreed and confirmed by both parties with mutual written consent.

**Article 9:** This Agreement shall commence on the effective date and remain in force for a period of five years. Thereafter, it shall be renewed by mutual written consent unless either of the two parties gives 6 months prior notification in writing to the other party stating its desire to terminate the Agreement. The termination of this Agreement shall not affect the implementation of the on-going projects or programs.

**Article 10:** Any disputes arising under or in connection with this Agreement shall be discussed and settled in the spirit of mutual understanding.

**Article 11:** Any non-party to the agreement is not entitled to enforce any of the terms of the agreement.

**Article 12:** This Agreement has four copies, with two copies in English and two copies in Chinese which bear the same validity.

Representative for SWU



Prof. Zhang Weiguo

President

DATE: 20/12/2016

Representative for KKU



Assoc. Prof. Dr. Kittichai Triratanasirichai

President

DATE: 22/12/2016