

**Memorandum of Understanding (MoU) on Joint  
Operation of the Center for Chinese Language and  
Professional Skills**

**Between  
Shandong Polytechnic College  
and  
Chonburi Technical College**

**Party A: Shandong Polytechnic College**

Legal Representative: Wen Hanchen

**Party B: Chonburi Technical College**

Legal Representative: MR. NITAT WEERAPHOPRASIT

Whereas:

1. Party A Shandong Polytechnic College.
2. Party B Chonburi Technical College.

In order to promote the integration between international Chinese language education and vocational education, to build an international model for “Chinese language + vocational skills”, and to further the exchange in the education of languages and vocational skills, the two Parties have, on the basis of equality, free will, and mutual consent, reached the MoU on joint operation of the Center for Chinese Language and Professional Skills (CCLPS) as follows:

## **I. Purpose**

The purpose of the MoU is to define the rights and obligations of the Parties in operating the CCLPS.

## **II. Cooperation and Management**

The CCLPS, managed by the Institute of Chinese Language and Technical and Vocational Education and Training, is a special classroom featuring “Chinese language + vocational skills”, whose brand is managed by CLEC. With Chinese partner institutions providing teachers and teaching resources, the CCLPSs are established at Thai partner institutions to offer international Chinese language education and vocational skills training.

## **III. Scope of Activities**

Subject to the needs of partner institutions, the CCLPS may carry out programs including but not limited to the following:

1. Offering courses in Chinese, Chinese culture, and vocational skills;
2. Developing teaching and curriculum resources related to the CCLPS;
3. Training local Chinese language and “Chinese language + vocational skills” teachers;
4. Recommending eligible scholarship applicants for teaching Chinese as a foreign language, organizing summer camps in China or study in China programs;

5. Administering HSK tests, “1+X” certificate examinations and other tests;
6. Offering practice or internship opportunities for students; and
7. Providing enterprise-specific training and employment guidance for students.

#### **IV. Rights and Obligations**

##### **1. Party A’s Rights and Obligations**

(1) Managed by the Institute of Chinese Language and Technical and Vocational Education and Training. Party A will work with Party B in establishing and operating the CCLPS.

(2) Party A will provide some funding for the CCLPS to support its activities and the procurement of teaching facilities, software, courseware, etc., the amount of which will be separately negotiated on a case-by-case basis.

(3) Party A is responsible for selecting and dispatching qualified teachers and volunteer teachers, and appointing dedicated teacher(s) for liaison and handling of CCLPS affairs.

(4) Party A will assist Party B in drafting the syllabi and teaching plans, developing teaching and curriculum resources, administering the HSK tests and vocational skill tests, and training local Chinese language and “Chinese language + vocational skills” teachers.

(5) Party A will receive students of the CCLPS who pursue and/or engage in internship experiences in China.

(6) Both parties jointly assess the operation of the CCLPS and the use of its funding.

## 2. Party B's Rights and Obligations

(1) Managed by the Institute of Chinese Language and Technical and Vocational Education and Training. Party B is entitled to use the CCLPS brand and logo in Chinese during the term of the MoU.

(2) Party B will provide the venue and necessary human resources support for the CCLPS, designate a program director, and provide some funding to support its activities and the procurement of teaching facilities, software, courseware, etc., the amount of which will be separately negotiated on a case-by-case basis.

(3) Party B is responsible for the daily operation of the CCLPS, teaching Chinese language and vocational skills and conducting related activities, administering the HSK tests and vocational skill tests, and training local Chinese language and "Chinese language + vocational skills" teachers.

(4) Party B will assist teachers and volunteer teachers dispatched from China to apply for visas, apply for work permits in a timely manner, help with accommodation, provide the necessary working conditions, and proactively safeguard the rights and safety of the Chinese personnel and their property.

(5) Party B will organize CCLPS students to study and intern locally and in China, and conduct enterprise-specific

training.

(6) Both parties jointly assess the operation of the CCLPS and the use of its funding.

## **V. Intellectual Property Rights**

The intellectual property rights of the CCLPS and related logo and emblem are exclusively owned by the Center for Language Education and Cooperation of the Ministry of Education of China. After the termination of the MoU, Party A and Party B shall not continue to use and transfer them directly or indirectly in any form.

The intellectual property rights of specific programs with intellectual property rights carried out by the CCLPS are owned by the provider. The intellectual property rights of the joint programs shall be determined by negotiation among the three Parties. If a dispute arises among the Parties regarding intellectual property rights, friendly negotiation shall be conducted.

## **VI. Term of MoU**

This MoU shall become effective as of the date of signature by the Parties. The MoU shall be valid for five years and may be automatically extended for five years if, within ninety days prior to the expiration of the MoU, none of the Parties notifies the other Parties in writing not to extend the term of the MoU.

## **VII. Force Majeure**

The parties participants shall will be released from their obligations responsibilities under this MoU in the event of force-majeure as following: national emergency, war, epidemic, prohibitive government regulation or any other event beyond the control of the parties participants that renders the implementation of this MoU impossible. Should this happen, one party participant shall will notify the other party participant in time in writing to delay or cancel the program, and take effective measures to minimize the loss of the other party participant.

## **VIII. Termination of MoU**

This MoU shall will be terminated in one of the following cases:

1. When the two parties participants have no intention to continue their cooperation upon the expiration of this MoU, this MoU shall will be terminated under Article 8.


2. When this MoU cannot go through due to force majeure under Article 9, it shall will be terminated by mutual consent.

The termination of this MoU shall will not affect any other ongoing MoU, contracts or programs between the two parties participants. When this MoU is terminated, both parties participants shall will properly handle the aftermath to avoid bringing harm to the reputation of each other.

## IX. Miscellaneous

Any matters not covered by the MoU shall be settled by the Parties through friendly negotiation.

The MoU is made in two copies, each in Chinese and English, both language versions being equally valid.

Party A: 

Signature of Legal or Authorized representative:

Date: 2021.12.8



Party B: 

Signature of Legal or Authorized representative:

Date: 2021.12.8

