



MEMORANDUM OF UNDERSTANDING
AMONG
PRINCE OF SONGKLA UNIVERSITY
AND
GUANGXI NORMAL UNIVERSITY
AND
GUANGXI DUXIU SHU FANG COMPANY LIMITED,
GUANGXI NORMAL UNIVERSITY PRESS GROUP
AND
CONFUCIUS INSTITUTE AT PRINCE OF SONGKLA UNIVERSITY

PRINCE OF SONGKLA UNIVERSITY, located at No. 15 Kanjanavanich Road, Hat Yai, Songkhla, 90110, with Assoc. Prof. Dr. Ophat Kaosaiyaporn, Director, Khunying Long Athakravisunthorn Learning Resources Center, as authorized signatory, hereinafter referred to as the **“First Party”**; AND

GUANGXI NORMAL UNIVERSITY, located at No. 15, Yucai Road, Guilin, Guangxi, 541004, with Prof. Li Dongmei, Director, Office of International Cooperation and Exchange/Dean, College of International Culture and Education, as authorized signatory, referred to as the **“Second Party”**; AND

GUANGXI DUXIU SHU FANG COMPANY LIMITED, GUANGXI NORMAL UNIVERSITY PRESS GROUP, located at No. 15, Yucai Road, Guilin, Guangxi, 541004, with Mr. Rong Gang, General Manager, Guangxi Duxiu Shu Fang Company Limited., as the authorized signatory, referred to as the **“Third Party”**; AND

CONFUCIUS INSTITUTE AT PRINCE OF SONGKLA UNIVERSITY, located at No. 407, Faculty of Liberal Arts, Prince of Songkla University, Hat Yai, Songkhla, 90110, with Mr. Tang Zhiyong, Chinese Director, Confucius Institute At Prince of Songkla University, as the authorized signatory, referred to as the **“Fourth Party”**.

The four Parties have prepared a Memorandum of Understanding for cooperation by adhering to the principles of “sharing resources, promoting one another, participating in mutually beneficial activities, and cooperating in development”. Therefore, the Parties agreed to establish a reading room at the Khunying Long Athakravisunthorn Learning Resources Center, Prince of Songkla University, under the project name “Duxiu Shu Fang · Reading Experience Center at CIPSU”.

ARTICLE 1: OBJECTIVE

To promote and foster common resource sharing and cooperation in order to develop an integrated source of reading and learning.

ARTICLE 2: SCOPE OF COOPERATION

2.1 First Party:

2.1.1 Responsible for providing a room of approximately 70 square meters within an area of 343 square meters on the ground floor of the Khunying Long Athakravisunthorn Learning Resources Center, Prince of Songkla University.

2.1.2 Responsible for preparing the budget for renovation ,including the purchase of furniture and other facilities. The costs within the budget will be jointly borne by First Party and Third Party , while any costs exceeding the budget will be borne by First Party.

2.1.3 Responsible for various utility bills regarding the room.

2.1.4 Provide a bank account to receive the decoration budget from the Third Party

AC NO: 5653000221

AC NAME: Prince of Songkla University

BENEFICIARY'S BANK: THE SIAM COMMERCIAL BANK PCL

BRANCH: PRINCE OF SONGKLA UNIVERSITY BRANCH

BANK ADDRESS: 15 KARNJANAWANICH ROAD, HAT YAI,
SONGKHLA, THAILAND 90110

SWIFT CODE/BANK CODE: SICOTHBK

2.2 Second Party:

2.2.1 Responsible for communication and coordination among the four Parties.

2.2.2 Responsible for coordinating the delivery of books and cultural equipment.

2.2.3 Responsible for the posting of books and cultural materials provided by the Third Party and the expenses for the post.

2.3 Third Party:

2.3.1 Share content and learning resources about Chinese culture to be displayed in the room.

2.3.2 Assist the planning in preparing cultural activities.

2.3.3 Provide advice on carrying out activities to improve the reading atmosphere.

2.3.4 Cooperate with the Second Party and Fourth Party in supporting activities and organizing joint Chinese cultural projects.

2.3.5 Donate one set of books and cultural materials valued at CNY 100,000 (CNY One Hundred Thousand only).

2.3.6 Provide CNY 200,000 (CNY Two Hundred Thousand only) for internal decoration and construction purposes

2.4 Fourth Party:

2.4.1 Publicize and organize Chinese cultural project activities, while taking care not to violate any relevant laws.

2.4.2 Responsible for communication and coordination among the four parties.

ARTICLE 3: DURATION OF THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective for five (5) years, from 31 October 2023 to 31 October 2028.

ARTICLE 4: CHANGES, AMENDMENTS, ADDITIONS, OR EXTENSIONS OF THE MEMORANDUM OF UNDERSTANDING

Amendments to this Memorandum of Understanding can be made with the mutual consent of all four Parties. It must be made in writing according to the same form and procedure as this Memorandum of Understanding.

The four Parties may agree to extend the period for the implementation of this Memorandum of Understanding as appropriate and reasonable, by making a Memorandum of Understanding to amend this Memorandum of Understanding.

If any Party wants to amend this Memorandum of Understanding, notification must be made to the other Parties, not less than 30 days in advance. When all Parties have given consent to amend this Memorandum of Understanding, the amended Memorandum of Understanding shall be made in writing and signed by the authorized juristic person, affixing the juristic person's seal (if any) of each Party. Such amendments are considered part of this Memorandum of Understanding, effective from the date of signing of the amended Memorandum of Understanding.

ARTICLE 5: SUSPENSION OR CANCELLATION OF THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding may be terminated before the expiration specified in Article 3, by any Party through notifying the other Parties in writing at least 30 days in advance.

The termination in any case of this Memorandum of Understanding does not affect any sub-projects, or activities under sub-projects, that have already been implemented, nor any activities that are currently being processed under this Memorandum of Understanding. Each Party is still responsible for the expenditure incurred by activities already performed or in progress under this Memorandum of Understanding, unless all Parties involved agree otherwise in writing.

When this Memorandum of Understanding terminates, each Party has the right to implement sub-projects or activities on their own, or cooperate with others based on the information they have on their part. These, however, must not infringe on the intellectual property of any Party, and must not reveal confidential information and/or trade secrets of any Party.

ARTICLE 6: OTHER CONDITIONS AND AGREEMENTS

6.1 All four Parties agree to cooperate well throughout the period of this Memorandum of Understanding, in order to successfully implement the project, according to the stated objectives.

6.2 All four Parties agree not to subcontract work, assign work, transfer work, or abandon work under this Memorandum of Understanding, whether in whole or only in part, for someone else to implement on their behalf in any aspect, unless prior written consent is obtained from the other Parties. In case prior written consent is obtained, all responsibilities still remain with the Party originally tasked with the work under this Memorandum of Understanding.

6.3 All four Parties are willing to provide personnel support, management, and infrastructure in order to complete project's operations successfully.

All four Parties agree to be responsible for the expenditure and budget for operations under this Memorandum of Understanding as part of the responsibility of each Party. The expenses and budgets for the implementation of sub-projects under this Memorandum of Understanding are to be established under a separate individual agreement for each sub-project.

Each Party can publicize, disseminate, advertise, or provide information about implementation, and/or cooperation under this Memorandum of Understanding without obtaining consent of the other Parties, as long as it does not cause damage to any other Parties. However, for publicizing, dissemination, advertising, or providing information about the results of project implementation, prior written consent must be obtained from the other Parties. In addition, all publication, dissemination, advertising, or informational activities, messages or other symbols must clearly indicate the cooperation between the four Parties, and clearly show ownership of any related intellectual property, unless all four Parties make a written agreement stating otherwise. Publicizing, dissemination, advertisement or providing information about implementation, cooperation in implementation and/or the results of implementation of sub-projects under this Memorandum of Understanding shall be in accordance with the agreement of each sub-project on a case-by-case basis.

Publicizing, dissemination, advertisement or providing information about implementation, cooperation in implementation and/or the results of implementation under this Memorandum of Understanding, and/or sub-project agreements, must not reveal the other Parties' confidential information and/or any information that details the work that would make it impossible to obtain intellectual property rights protection according to law.

The four Parties cannot transfer rights and duties under the project or Memorandum of Understanding to another person.

ARTICLE 7: VARIOUS ASSETS, BUILDINGS, MATERIALS, EQUIPMENT, OR SUPPLIES

All assets, buildings, materials, equipment or supplies of any Party that have been used in the implementation of the sub-projects, or which one Party has purchased with the funds of the Party or with compensation, is considered to be under the ownership of that Party, on a case-by-case basis. The Party who owns various assets such as buildings, materials, equipment, or supplies has the right to mark the tools, equipment, and materials provided by the Party as their own.

ARTICLE 8: OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

8.1 Intellectual property rights in technology, technical methods, and knowledge science ("know-how") related to implementation that any one Party has used to develop further in the implementation of this project, belong to that Party. If any Party wishes to exercise its right to implement original research work, that Party must obtain written permission from the operating Party that owns the intellectual property, along with making a specific agreement on benefits, conditions, and remuneration.

8.2 All four Parties agree that all intellectual property of the project implementation arising from operations under the cooperation according to this Memorandum of Understanding shall be under the joint ownership for all four Parties. All four Parties agree to provide management of intellectual property rights, which means that notification or registration of intellectual property on commercial use of the intellectual property, allocation of benefits, and protecting and enforcing the intellectual property rights of the project's research results are all subject to conditions to be agreed upon in writing by the four Parties.

8.3 Before registering and requesting protection according to intellectual property law, all four Parties must refrain from disclosing information regarding the work under the project by any means for the benefit of intellectual property registration, unless prior written consent is received from the other Parties. This includes cases where the work under this Memorandum of Understanding is expressed in one or another form which is protected as a copyrighted work under the Copyright Act B.E. 2537.

8.4 When disseminating information regarding work in seminars, lectures, teaching and training or public relations, whether in print or any other media, all four Parties must state that the results of implementation developed under this project arose from the joint project operations between the four Parties, unless all four Parties make a written agreement stating otherwise.

8.5 Regarding the implementation of the project or activities under the project or Memorandum of Understanding, all four Parties must refrain from taking any action that causes or may result in damage to, or infringe on, any outsider's intellectual property or any other rights under the law. If any Party violates such terms, that Party shall be solely liable for all damages incurred.

8.6 In case outsiders claim or make any claim against any Party regarding infringement of intellectual property rights or any other rights related to project implementation or this Memorandum of Understanding, the notified Party must inform all other Parties in writing without delay. If the facts are conclusive regarding which Party has committed intellectual property infringement or any other rights infringement of outsiders, that Party shall be solely responsible for all damages, fees, attorneys' fees, and all other related expenses.

ARTICLE 9: MAINTAINING CONFIDENTIALITY

During the cooperation period of this Memorandum of Understanding, either Party may disclose confidential information and/or trade secrets to any other participating party, observing the provisions hereinafter. In case the information is in the form of a document or anything tangible, it must be marked with the word "Confidential" or a sign with similar meaning. Regarding disclosure verbally or by any other intangible means, the informing Party must clearly indicate the disclosure's confidential nature to the receiving Party at the time of disclosure, and the informing Party shall provide and summarize the main idea of the confidential information in writing, clearly marked by "Confidential" or another sign with a similar meaning on the summary message.

All four Parties agree to maintain the confidentiality that the Party that owns the confidential information wants to keep. All four Parties will not disclose, disseminate, or act in any way to let outsiders know the confidential information that may cause damage to the owner of the confidential information. In cases where written permission has been obtained from the owner of confidential information and in the case of disclosing information to personnel, consultants and/or outsiders, the Party that discloses the information must ensure that the personnel, consultants and/or outsiders are bound to maintain the confidentiality of the confidential information on the same terms as those in this Memorandum of Understanding.

Unless it is the dissemination of academic work in the normal course of implementation of a higher education institution under the laws, regulations, announcements, and orders related to the dissemination of academic work, maintaining confidentiality under paragraph one will continue to be effective for another 10 years after this project or Memorandum of Understanding was terminated. Confidential information may be disclosed by either Party only with prior written consent by the Party that owns the confidential information.

ARTICLE 10: NOTIFICATION

All the notices or giving consent or any approval according to this Memorandum of Understanding must be in writing, and will be deemed to have been duly sent to any Party if delivered by any of the following means:

10.1 In person to each Party's designated representative;

10.2 By registered mail to the other Party's address as specified in this Memorandum of Understanding, or a new address that has been announced in writing to the other Party;

10.3 By fax or e-mail, and confirmed in writing promptly to the other Party's address as specified in this Memorandum of Understanding, or a new address that has been announced to the other Party.

Coordinator, Prince of Songkla University

Name-Surname: Assoc. Prof. Dr. Ophat Kaosaiyaporn

Position: Director, Khunying Long Athakravisunthorn Learning Resources Center

Affiliation: Khunying Long Athakravisunthorn Learning Resources Center

Email: ophat.k@psu.ac.th

Coordinator, Guangxi Normal University

Surname-Name: Prof. Li Dongmei

Position: Director, Office of International Cooperation and Exchange/Dean, College of International Culture and Education

Affiliation: Guangxi Normal University

Email: 1013772412@qq.com

Coordinator, Guangxi Duxiu Shu Fang Company Limited, Guangxi Normal University Press Group

Surname-Name: Mr. Rong Gang

Position: General Manager, Guangxi Duxiu Shu Fang Company Limited

Affiliation: Guangxi Duxiu Shu Fang Company Limited, Guangxi Normal University Press Group

Email: duxiushufang@sina.com

Coordinator, Confucius Institute At Prince of Songkla University

Surname-Name: Mr. Tang Zhiyong

Position: Chinese Director, Confucius Institute At Prince of Songkla University

Affiliation: Confucius Institute At Prince of Songkla University

Email: tangzhiyong@gxnu.edu.cn

ARTICLE 11: ESTABLISHMENT OF LEGAL RELATIONS

This Memorandum of Understanding is not considered to create a legal relationship between each other in the form of a partnership, joint venture, principal-agent, or employer-employee in any

way whatsoever, and is not considered to be authorization for any Party to incur duties, responsibilities, and/or debts on behalf of any other Party.

ARTICLE 12: DOCUMENTS THAT ARE PART OF THE MEMORANDUM OF UNDERSTANDING

The following documents attached to this Memorandum of Understanding are deemed part of this Memorandum of Understanding:

12.1 Power of Attorney of Prince of Songkla University

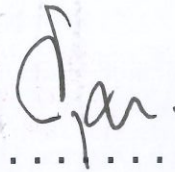
This Memorandum of Understanding is written in English, Chinese, and Thai in four (4) copies. The text is correct and exactly the same in all copies. All four Parties have read and fully understood the contents of this Memorandum of Understanding stated herein, signified by having signed before witnesses, and each Party holding one copy.

(Signature)



(Assoc. Prof. Dr. Ophai Kaosaiyaporn)
Director, Khunying Long Athakravisunthorn
Learning Resources Center
Prince of Songkla University

(Signature)



(Mrs. Suda Pantusa)

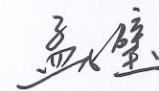
Deputy Director, Khunying Long
Athakravisunthorn Learning Resources
Center
Prince of Songkla University

(Signature)



(Prof. Li Dongmei)
Director, Office of International Cooperation and
Exchange/Dean, College of International
Culture and Education
Guangxi Normal University

(Signature)



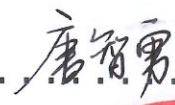
(Dr. Meng Fanbi)
Deputy Director, Office of International
Cooperation and Exchange
Guangxi Normal University

(Signature) 

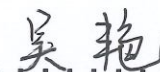

 (Mr. Rong Gang)
 General Manager,
 Guangxi Duxiu Shu Fang Company Limited,
 Guangxi Normal University Press Group

(Signature)  Witness

(Mrs. Zhao Zheng)
 Deputy General Manager,
 Guangxi Duxiu Shu Fang Company Limited,
 Guangxi Normal University Press Group

(Signature) 


 (Mr. Tang Zhiyong)
 Chinese Director, Confucius Institute At
 Prince of Songkla University

(Signature)  Witness

(Miss Wu Yan)
 Senior Lecturer, Confucius Institute At
 Prince of Songkla University