

**AGREEMENT ON EDUCATIONAL COOPERATION
BETWEEN
THE MINISTRY OF EDUCATION OF THE KINGDOM OF THAILAND
AND
THE MINISTRY OF EDUCATION OF THE PEOPLE'S REPUBLIC OF CHINA**

The Ministry of Education of the Kingdom of Thailand and the Ministry of Education of the People's Republic of China, (hereinafter referred to as the "Parties");

DESIRING to enhance the friendly bilateral relations between the two countries in the field of education;

RECOGNIZING the importance of education in national development as well as a means to further cultivate the ties between their peoples;

MINDFUL of each other's achievements in this field; and

REALISING that the cooperation in the field of education would benefit both Parties;

HAVE AGREED AS FOLLOWS:

**ARTICLE 1
GENERAL OBJECTIVE**

This Agreement aims to promote and strengthen exchanges and cooperation in the field of education, and to further develop intellectual exchange, research cooperation between the Parties. Cooperative activities under this Agreement shall be on a reciprocal basis and of mutual benefit in accordance with the laws and regulations of each country.

**ARTICLE 2
AREAS AND FORMS OF COOPERATION**

1. Exchange of delegations

- (1) Within the period of validity of the Agreement, each Party shall send a delegation of 50 persons/day each year to the other Party's country for study visits to enhance the exchanges and mutual understanding between the Parties.
- (2) The sending Party shall be responsible for the international travel expenses, and the receiving Party shall cover the expenses of the delegation in the host country.

2. Exchange of scholarship students

- (1) Within the period of validity of the Agreement, each Party shall provide the other Party with a certain number of scholarships for undergraduate, postgraduate and refresher programs in institution of higher learning in the other Party's country. The detailed number should be in accordance with the Summary Record of the Eighteenth Session of the Joint Committee on Scientific and Technical Cooperation between the Government of the Kingdom of Thailand and the Government of the People's Republic of China (February 24, 2006 Bangkok, Thailand). After the expiration of the Summary Record of the Eighteenth Session of the Joint Committee, the two Parties will discuss the number of scholarships for further cooperation. The application and the terms of the scholarships shall be determined in accordance with the relevant regulations of each country. The international travel expenses shall be covered by the students themselves or by the sending Party.
- (2) In accordance with the specific needs of each party and through consultation, the above-mentioned scholarships can be converted, in proportion to the duration, into an equivalent number of short-term awards for sending scholars to pursue short-term studies in the other country.
- (3) Each Party shall encourage and support its relevant institutes and institutions of higher learning to provide scholarships and other forms of financial assistance for students from the other Party and facilitate their study and research.

3. Language teaching and exchange of teachers

- (1) Each Party shall encourage and support its educational institutions to offer the language and culture courses of the other and provide necessary assistance to do so. The Parties are willing to cooperate with the counterpart on the training of teachers. Pedagogy studies in Thai and Chinese teaching. Detailed arrangements are to be agreed upon.
- (2) Each Party shall encourage, support and finance its educational institutions to invite and employ language teachers from the other Party to teach their own languages. The number of the teachers and their term of service are to be agreed upon based on each Party's actual needs.
The levels of the salary, housing and other benefits of the language teachers in the other Party's country are to be agreed upon.
- (3) According to the actual needs, each Party shall support and facilitate its educational institutions to invite volunteer language teachers from the other Party. Details are to be agreed upon.

4. Academic exchange and inter-school cooperation

- (1) The parties shall encourage and support the exchanges of intellectuals (including scholars, teachers, experts and students) between the institutions of higher learning and other educational institutes of the two countries as well as the cooperation of joint publication of teaching and research papers, academic reports as well as study visit and others to be mutually agreed upon.
- (2) The Parties shall encourage the institutions of higher learning of the two countries to share information on teaching and research, and to exchange books, teaching materials and other files and documents with each other.
- (3) The parties shall encourage and support the inter-school cooperation and exchange of the two countries in technical and vocational education, and higher education. The educational institutes of the two countries can communicate and cooperate with each other directly in the aspects of common interests, including sending professors for lecture and jointly organizing academic conferences and others to be mutually agreed upon.

5. The cooperation on specific education and training programs

The Parties may undertake collaboration in specific education and training programs as necessary. Details of the cooperation will be jointly discussed at later stage.

ARTICLE 3 IMPLEMENTATION AND NEGOTIATION

1. The Parties share the responsibilities of enforcing this Agreement. Detailed arrangements are to be agreed upon through negotiation between the Parties.
2. The Parties shall establish a Joint Working Group to implement this Agreement. Representatives from relevant agencies of the Parties can be admitted into the Joint Working Group. The Joint Working Group shall meet once each year or as the Parties may otherwise determine to review and evaluate the implementation of the Agreement.

ARTICLE 4 INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with their respective laws and regulations and the relevant international obligations to which both Parties are parties.
2. The usage of the name, logo or officials emblem of any of the Parties on any publication, document or paper is prohibited without the prior written approval by either Party.

ARTICLE 5 SETTLEMENT OF DISPUTES

Any differences or disputes arising out of the interpretation of the provisions of this Agreement shall be settled amicably by consultation or negotiation between the Parties.

ARTICLE 6
ENTRY INTO FORCE, TERMINATION AND AMENDMENT

1. This Agreement shall enter into force on the date of signature and shall remain in force for a period of three (3) years. Thereafter, it shall be automatically extended for a successive period of three (3) years each, unless either Party notifies the other of its intention to terminate this Agreement by a notice in writing, through diplomatic channels, at least six (6) months prior to the date of the intended termination. The termination of this Agreement shall be without prejudice to the rights and obligations of the Parties under this Agreement prior to the date of termination.
2. Each Party may request a revision of or an amendment to this Agreement by notifying the other Party in writing through diplomatic channels three (3) months in advance. Any revision or amendment agreed upon by the parties shall be done in writing and shall form part of this Agreement. Such revision or amendment shall come into effect on such date as may be determined by both Parties.

IN WITNESS WHEREOF, the undersigned being duly authorized hereof by their respective Governments, have signed this Agreement.

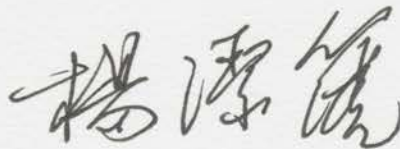
Done at Bangkok on the 21st day of November in the year 2012 in two (2) originals, each in English and Chinese, all texts being equally authentic. In the event of discrepancy, the English text shall prevail.

FOR THE MINISTRY OF EDUCATION
OF THE KINGDOM OF THAILAND

FOR THE MINISTRY OF EDUCATION
OF THE PEOPLE'S REPUBLIC OF CHINA



H.E. Mr. Phongthep Thepkanjana
Deputy Prime Minister and
Minister of Education



H.E. Mr. Yang Jiechi
Minister of Foreign Affairs

泰国王国教育部与中华人民共和国教育部 教育合作协议

泰国王国教育部与中华人民共和国教育部(以下简称“双方”)本着发展两国教育界友好关系的愿望,意识到教育在促进国家发展和进一步密切两国人民之间关系方面的重要意义,注意到双方各自在教育领域取得的成就,并认识到教育合作将使两国受益,达成协议如下:

第一条 宗旨

本协议旨在促进和加强双方在教育领域的交流与合作,进一步发展双方的人员往来、科研合作。双方的合作以互利互惠为基础,并遵循各自国家的法律、法规。

第二条 合作领域和形式

一、代表团交流

- 1、在本《协议》有效期内,双方每年互派一个50人/天的代表团赴对方国进行考察、访问,以进一步加强双方的联系和相互了解。
- 2、代表团往返国际旅费由派遣方负担,在对方国的费用由接待方负担。

二、留学生交流

- 1、在本《协议》有效期内,双方每年向对方提供一定数量的奖学金名额,用于双方派遣本科生、硕士生、博士生和进修生到对方高等院校学习。具体名额按《第十八届泰中科技联合委员会会议纪要》(2006年2月24日,泰国曼谷)执行。第18届泰中科技联委会会议纪要执行期满后的有关协议条款另行商定。
奖学金申请办法和发放标准按照各自国家的有关规定办理。
奖学金生的往返国际旅费自理。
- 2、双方根据各自的需要并商接受方同意,可将上述奖学金按具体时间折合相应的人数派遣短期进修人员到对方高等院校学习。
- 3、双方鼓励和支持本国有关机构和大学为对方的学生提供奖学金或其它资助,并为对方的留学生在本国的学习和研究提供方便。

三、语言教学和教师交流

- 1、 双方鼓励和支持本国的学校开展对方国家的语言文化教学，并相互提供帮助。双方愿意在泰语及汉语教学领域开展师资培训、教学法研究合作。具体事宜由双方另行商定。
- 2、 双方鼓励、支持和资助本国教育机构聘请对方国家的语言教师。聘请教师的人数和任期根据各自国家的需要另行商定。在对方国家任教教师的工资、住房和其他待遇等事宜，将由双方另行商定。
- 3、 双方根据各自需要支持并协助本国学校聘请对方国语言教师志愿者。具体事宜另行商定。

四、学术交流和校际合作

- 1、 鼓励和促进两国大学及教育机构开展互换学者、教师、专家、学生以及合作发表教学、科研论文，出版学术报告和进行考察访问及其他双方同意的交流项目。
- 2、 双方鼓励两国大学之间交流教学和科研信息，交换教材和图书资料等。
- 3、 双方鼓励和支持职业技术和高等教育领域的校际交流与合作。两国的教育机构可就共同感兴趣的领域进行直接的交流与合作，包括互派教师讲学和举办学术会议及其他双方同意的合作。

五、专项教育和培训项目合作

双方根据需要，可开展专项教育项目合作。具体合作内容由双方共同商定。

第三条 实施和磋商

- 1、 本《协议》由双方共同负责组织实施，《协议》中未尽事宜由双方共同协商解决。
- 2、 双方成立事务级联合工作小组，由双方相关机构的人员组成。联合工作小组将每年举行一次工作磋商，或由双方共同商定会期，对《协议》的执行情况进行评议和回顾。

第四条 知识产权

- 1、 依据双方其各自法律、法规及双方均为成员国的有关国际公约，保护知识产权。
- 2、 未经一方的书面同意，另一方不得擅自在任何出版物或文件中使用另一方的名称、标识或官方标志。

**第五条
争议解决**

双方在执行本《协议》时如发生分歧或争议，应通过友好协商或谈判解决。

**第六条
生效、终止及修订**

- 1、 本《协议》自签署之日起生效，有效期3年。本《协议》有效期可自动延长3年，以此类推。如一方提出终止《协议》，需提前6个月，通过外交途径以书面形式通知对方。本《协议》中所规定的双方的各项权利与义务，不应因《协议》的提前终止而受到损害和影响。
- 2、 在有效期内，双方均有权提出修订或终止本《协议》。如任何一方对本《协议》提出修订，需前3个月以书面形式通过外交途径提交对方。经双方书面同意的修改意见将构成本《协议》的一部分，并自双方同意的日期起生效。

本《协议》于二〇一二年十一月二十一日在曼谷签署，一式两份，每份均用中文和英文写成，两种文本同等作准。如对文本的解释发生分歧，以英文文本为准。

泰国王国教育部
代 表



中华人民共和国教育部
代 表

