



**MEMORANDUM OF UNDERSTANDING (MoU)**  
**ON THE CO-DEVELOPMENT OF THE INSTITUTE OF CHINESE LANGUAGE**  
**AND TECHNICAL AND VOCATIONAL EDUCATION AND TRAINING (TVET)**  
**BETWEEN**  
**OFFICE OF THE VOCATIONAL EDUCATION COMMISSION, THAILAND**  
**AND**  
**CENTER FOR LANGUAGE EDUCATION AND COOPERATION, P.R. CHINA**

**This MoU is made by and between:**

Participant A: **The Office of the Vocational Education Commission**  
(hereinafter referred to as **OVEC**)

Legal Representative & Designation: Dr. Suthep Kaengsanthia, Secretary-General  
Address: No.319, Ministry of Education, Rajadamnoenok Avenue, Dusit,  
Bangkok  
Postcode: 10300

Participant B: **The Center for Language Education and Cooperation**  
(hereinafter referred to as **CLEC**)

Legal Representative & Designation: Dr. Ma Jianfei, Director  
Address: No.129, DE SHENG MEN WAI Avenue, Xicheng District, Beijing  
Postcode: 100088

**CLEC** is launched under the Ministry of Education to better facilitate Chinese language teaching overseas. The **CLEC** is a non-profit professional educational institution for international Chinese language education, dedicated to providing high-quality service for people of all countries to learn Chinese and understand China, and to serve as a platform for friendly collaboration on language education and cross-cultural learning. **OVEC** is the public organization under the Ministry of Education aiming to provide vocational education and training in order to produce skilled workers, technicians, and technologists.

In order to further strengthen the cooperation between China and Thailand in the field of Chinese language and vocational education, through friendly consultation, **CLEC** and **OVEC** (hereinafter referred to as "the two Participants") have reached the following understandings on the establishment of the "**Institute of Chinese Language and Technical and Vocational Education and Training**" (hereinafter referred to as **the Institute**).

### **Paragraph 1 Purpose**

The purpose of this **MoU** is to specify the relations and responsibilities of both Participants in the development and management of the Institute.

### **Paragraph 2 Nature of the Institute**

The Institute will be a non-profit educational institute.

### **Paragraph 3 Organization and Management**

1. The institute implements the system of director responsibility under the leadership of the Commission. The director is recommended by the OVEC and appointed by the Commission. As the executive representative of the Commission, the director is responsible for raising institute funds and the specific operation and management of the Institute. The CLEC dispatches personnel to assist the director in his/her work according to the work needs.
2. The Commission is composed of recommended personnel from both Participants, which responsibilities are: formulating development plans of the Institute; deciding on major issues in teaching, research and operation; coordinating the participation of Chinese and Thai vocational colleges, enterprises and other institutions in the construction of the Institute; appointing and dismissing the director of the Institute; reporting on the operation status of the Institute and major issues by both Participants .
3. The OVEC will provide a venue at the Bureau of Personnel Competency Development and as the headquarter for the Institute, and will establish a branch of the Institute in the Eastern Economic Corridor (EEC) of Thailand as needed.
4. After mutual consent, the Institute can set up multiple Chinese language workshops to focus on specific professional fields to carry out “Chinese + TVET” teaching, activities, internship training and other cooperation. The two Participants are willing to jointly coordinate Chinese and Thai vocational colleges, enterprises and industry organizations to participate in the construction of Chinese language workshops, which are managed by the Institute.
5. Relevant Participants are in charge of the specific operation of the Chinese language workshops. The Participants need to sign a separate implementation **MoU** on specific cooperation matters. The implementation **MoU** must be reviewed by the Commission, and it will be attached to this **MoU** after signing.
6. If a Chinese language workshop is confirmed by the Commission that it has not fulfilled its duties during the course of operation, its qualifications can be cancelled after mutual consent.
7. The Institute and the affiliated Chinese language workshops will carry out activities in accordance with the cultural customs and the relevant laws and regulations of China and Thailand.

#### **Paragraph 4 Scope of Activities**

The Institute and the affiliated Chinese language workshops will engage in the following activities:

1. Organize and carry out the “Chinese + TVET” teaching; train teachers for “Chinese + TVET” programs; organize students to practice in enterprises;
2. Provide teaching resources for “Chinese + TVET” programs; carry out teaching research on “Chinese + TVET”; develop Chinese syllabus, textbook and curriculum for Thai vocational students.
3. Organize Chinese and vocational skills exchange activities;
4. Hold Chinese language proficiency tests, international Chinese teacher certificate exams and other examinations; organize students to take “1+X” certificate examinations in the corresponding professional field.
5. Organize other activities agreed by both Participants.

#### **Paragraph 5 Rights and Responsibilities**

##### 1. Rights and Responsibilities of CLEC:

- (1) To authorize the use of the teaching materials, courses and teaching resources developed by the CLEC according to the MoU of both Participants.
- (2) To provide a certain amount of start-up funds for the Institute and the Chinese language workshops through various channels for site decoration, purchase of office and teaching equipment and support Chinese language teaching.
- (3) To designate key teachers or to support the training of local teachers.
- (4) To provide Chinese education scholarship, summer (winter) camp and other projects.

##### 2. Rights and Responsibilities of OVEC:

- (1) To provide dedicated office, teaching, training spaces as well as other suitable spaces for teaching and other activities; to take responsibility for the equipping, installation, management and maintenance of necessary office and teaching facilities; to register the Institute as a legal educational institution in Thailand in accordance with the laws and regulations of Thailand.
- (2) To provide necessary administrative and teaching staff for the Institute and cover their related costs.
- (3) To help Chinese staff members sent by the CLEC with their visa application and residence procedures and provide necessary working conditions and amenities.
- (4) To reasonably use the start-up funds as promised, and to inform CLEC of the use of the start-up funds and the annual income funds.
- (5) To provide a certain amount of project funds and other local resources annually according to the needs of the Institute.

#### **Paragraph 6 Intellectual Property Rights**

Should any program carried out by the Institute involve any intellectual property rights, the provider will own the intellectual property rights. For cooperative programs, the two Participants will decide through consultation on the ownership of the intellectual property rights. Any differences in this regard will be resolved through friendly consultation.

#### **Paragraph 7 Revision of the MoU**

With the consent of both Participants, this MoU may be revised during its implementation and any revision will be written in Chinese and English. Such revision will take effect upon signature by authorized representatives of the two Participants.

#### **Paragraph 8 Duration of the MoU**

This MoU will take effect on the date when the authorized representatives of the two Participants have signed it. This MoU will remain effective for 5 years. If either Participant has no intention to extend the validity of this MoU, it must notify the other Participant in writing 90 days before the expiration of this MoU, and the decision of termination will be made by both Participants. Otherwise, the validity of this MoU will be automatically extended for five years.

#### **Paragraph 9 Force Majeure**

The Participants will be released from their 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 Participants that renders the implementation of this MoU impossible. Should this happen, one Participant will notify the other Participant in time in writing to delay or cancel the program, and take effective measures to minimize the loss of the other Participant.

#### **Paragraph 10 Termination of the MoU**

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

1. When the two Participants have no intention to continue their cooperation upon the expiration of this MoU, this MoU will be terminated under Article 8.
2. When this MoU cannot go through due to force majeure under Article 9, it will be terminated by mutual consent.

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

#### **Paragraph 11 Miscellaneous Provisions**


1. Both Participants will regard this MoU as confidential. Without the written permission of the other Participant, neither Participant will publish, disclose or make public, or allow others to publish, disclose or make public the materials or information obtained or obtained in connection with one Participant, unless the publication, disclosure or announcement of such materials is necessary for one Participant to perform its responsibilities under this MoU.
2. The implementation of this MoU will comply with the relevant laws, regulations and national policies of the two countries. Differences not covered in this MoU will be resolved by both Participants through friendly consultation.

3. This MoU is signed in duplicate in Chinese and English, both texts being equally authentic. Both Participants have read and understood the full text in detail before signing this MoU.

**Ministry of Education, THAILAND**  
Office of the Vocational Educational  
Commission

**Ministry of Education, P.R. CHINA**  
Center for Language Education and  
Cooperation

Signature: 

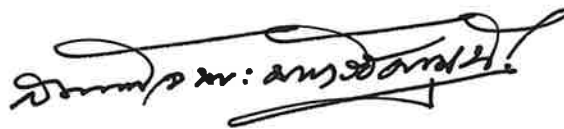
Signature: 

**Name:** Dr. Suthep Kaengsanthia  
**Designation:** Secretary - General  
**Date:** April 20 , 2022

**Name:** Dr. Ma Jianfei  
**Designation:** Director  
**Date:** April 20 , 2022

**IN WITNESS OF**

Signature:



**Name:** Somdet Phra Maha Ratchamongkhonlamuni  
**Designation:** Board of Sangha Supreme Council of Thailand  
President of the Maritime Silk Road Confucius Institute  
**Date:** April 20 , 2022