



**MEMORANDUM OF AGREEMENT
FOR INTERNATIONAL ACADEMIC COOPERATION AND EXCHANGE**

Between

College of Foreign Languages and Cultures of Chengdu University and
Faculty of International Studies, Prince of Songkla University, Phuket Campus

This Memorandum of Agreement (MOA), effective on the date of the last signature and seal and entered into by and between Chengdu University (The signing representative is College of Foreign Languages and Cultures) (hereinafter referred to as “CFL CDU”) and Prince of Songkla University (The signing representative is Faculty of International Studies, Phuket Campus) (hereinafter referred to as “FIS PSU”) under the following terms and conditions:

CLAUSE 1 - DEFINITIONS AND PURPOSE

“Home institution” shall mean the party which sends the Exchange Students.

“Host institution” shall mean the party which receives the Exchange Students.

The purpose of this MOA is to foster academic cooperation by means of the exchange of teaching undergraduate students, with mutual recognition of the courses taken at any of the institutions.

CLAUSE 2 - GOAL AND FORMS OF COOPERATION

Student Exchange

2.1. Students accepted by the Host institution will be considered exchange students and shall be subject to all the rules and regulations of the Host institution, complying with them in the same manner as regular students thereof. Likewise, exchange students shall have the same rights and benefits as the regular students of the Host institution.

2.2. Students participating in the exchange program shall be encouraged to acquire knowledge of the language at a level compatible with the activities they are expected to carry out.

2.3. Each student shall follow a course of studies previously agreed to between both institutions.



2.4. The number of students involved in the exchange program shall be approximately thirty (30) students for one (1) semester (6 months) from CFL CDU and approximately three times of the number of CFL CDU students for one (1) semester (2 months) from FIS PSU. If the number of students is unequal, all efforts shall be made to achieve the balance in student exchange as agreed by both institutions.

2.5. Health insurance and repatriation coverage must be arranged by the student himself or herself in his or her home country before his or her arrival at the host institution.

2.6 Before the exchange begins, Home institution shall have safety education for their students, inform them and their parents of the safety risks involved, and sign a safety responsibility agreement. During the exchange period, students are not allowed to leave the campus of Host institution without permission. If they need to leave the campus, they must report to the class teachers for leave. Students who travel or engage in other off-campus activities must comply with the regulations on anti-theft, fire prevention, traffic and personal safety, In case of any safety accidents outside the campus, students are personally responsible.

2.7 The number of students involved in the exchange program shall abide by the laws and regulations and respect the customs and religious beliefs of the country of host institution.

CLAUSE 3- FINANCIAL RESPONSIBILITY

3.1. The Host institution shall waive the academic and dormitory fees for the students involved in the exchange program hereunder. The students shall pay the academic and dormitory fees, if any, at their Home institution. In addition, they shall be responsible for paying utility expenses such as water, electricity, network communication and deposit fees to the Host institution. This Agreement shall not imply any obligation of the parties to provide financial support.

3.2. Other expenses such as books, medical insurance fees, accident insurance fees, student card fees, passport processing fee, visa fee, international transportation fee, travel fare for the internship, commute fare for the internship, and daily living expenses, are all borne by the students themselves.

3.3. CFL CDU agrees to accept students from FIS PSU who exceed the number of students specified in 2.4, CDU will charge FIS fees of 3,000 RMB per student for tuition and accommodation, FIS is obligated to pay the additional fees before FIS PSU students arrive at CFL CDU.

3.4. Host institution shall arrange a pick-up service from the airport to the host institution.

3.5. CDU provides language teaching, cultural experiences and accommodation for FIS PSU students.

CLAUSE 4 - OBLIGATIONS OF THE PARTIES

- 4.1. The parties shall attempt to achieve reciprocity under the activities covered by this MOA.
- 4.2. At the completion of a student stay, the Host institution shall forward an official document specifying the activities carried out by the students and his/her performance to the Home institution's relevant office.
- 4.3. The Home institution shall acknowledge the academic results obtained by the student and the respective credits and/or hours at the Host institution, based on the work program previously agreed to between the institutions.
- 4.4. The Host institution shall help the exchange students by providing information about adequate housing and accommodations for his/her stay.
- 4.5. Both parties shall, in accordance with the principles of this agreement, form a plan for the safety education, and management of this cooperation project, and negotiate with each other about the plan.

CLAUSE 5- GENERAL PROVISIONS

Any modification in the terms of this MOA shall be established by way of an Addendum signed by both parties.

The Parties to this MOA will not bear any kind of responsibility, as this MOA is not considered as a binding document but is merely considered as a written document, signed by the Parties, to establish the terms of their future collaborations, in accordance with the terms and conditions which have been formerly agreed upon.

CLAUSE 6 - TERM AND TERMINATION

- 6.1. This MOA shall be effective for five years, from the date of the last signature and seal stated herein.
- 6.2. Either party will be entitled, at any time and at its absolute discretion, to terminate the MOA by giving written notice six (6) months beforehand to the other party, which notice shall be delivered, by certified mail or email to the addresses listed in Clause 8 of this MOA. Such termination will not adversely affect any exchange in effect prior to the effective date of the termination.

CLAUSE 7 - SETTLEMENT OF DISPUTES

- 7.1. In order to settle any doubts that may arise under the performance or in the implementation of this MOA, the parties shall exert their best efforts to arrive at a solution by mutual consent.

7.2. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC for the Administration of Arbitration under the UNCITRAL Arbitration Rules, and in any such arbitration proceedings.

7.3. The law of this arbitration clause and governing law shall be the law of Hong Kong Special Administrative Region of the People's Republic of China.

7.4. The place of arbitration shall be Hong Kong.

7.5. The number of arbitrators shall be one.

7.6. The arbitration proceedings shall be conducted in the English language.

This agreement is subject to the law of the People's Republic of China for disputes arising from events occurring in or at CDU, and subject to the laws of Thailand Law for disputes arising from events occurring in or at PSU.

CLAUSE 8 - Contact Information

Name: College of Foreign Languages and Cultures of Chengdu University

Authorized Officials: Prof. Bai Yang, PhD

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Name: Faculty of International Studies, Prince of Songkla University, Phuket Campus

Authorized Officials: Assoc. Prof. Prathana Kannaovakun, Ph.D.

Position: Dean of Faculty of International Studies

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Contact Person(s): Wanli Zheng

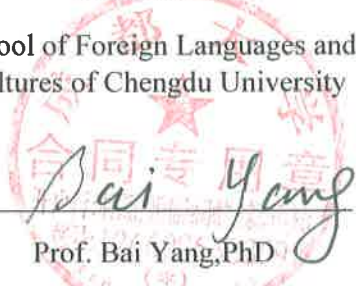
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IN WITNESS THEREOF, the parties through duly authorized officials do execute this MOA.

On behalf of

School of Foreign Languages and
Cultures of Chengdu University

By: 

Prof. Bai Yang, PhD

Deputy Dean of College of Foreign
Languages and Cultures

Date: _____

On behalf of

Faculty of International Studies,
Prince of Songkla University,
Phuket Campus

By: 

Assoc. Prof. Prathana
Kannaovakun, Ph.D.

Dean of Faculty of International
Studies

Date: 22.03.2024