

**Agreement on Establishment of a
Joint Faculty of Design at the National Institute of Fine art and Design
(NIFAD), Uzbekistan in Collaboration with
Chanapatana International Design Institute (CIDI), Thailand**

This Agreement is entered between National Institute of Fine art and Design (NIFAD), Uzbekistan and Chanapatana International Design Institute (CIDI), Thailand. These institutions will be referring to as the "Parties".

WHEREAS:

- A. Parties entered into Memorandum of Understanding (MOU) for International Collaboration dated on 01/01/2019
- B. NIFAD wishes to establish a Joint Faculty of Design Programme ("FD") with key details as follow:
 - a. The goal of FD is to promote international academic education integrated with scientific research in the areas of fashion, interior and product design at the NIFAD;
 - b. The FD shall include separate Divisions for each area: Division of Fashion Design (the "Fashion Division") and Division of Interior and Product Design (the "Interior Division").
 - c. NIFAD will be entirely responsible for organization structure and personnel recruitment for the FD including appointing the Chairperson, Board of Regents and the faculty;
 - d. NIFAD wishes to have CIDI, as part of the FD, provide classes for the Students of NIFAD in the FD (the "Students"), particularly in the third year of their Bachelor Degree pursuant, at CIDI. These classes will be taught in English by CIDI existing faculties.
 - e. The duration of study shall last no longer than 1 full year.

Therefore, Parties agree to enter into this Agreement and agree in the following:

SECTION. FD Overview and Roles and Responsibilities of Parties

1.1 FD Overview

1.1.1 As part of the curriculum of FD, Parties agree that, upon CIDI existing curriculum, CIDI Courses currently provided to the second year of CIDI students shall serve the purpose of FD.

1.1.2 Students of NIFAD in the FD shall study at NIFAD in their first two years and the last year. In their third year, the students in the FD shall study full-time at CIDI as part of the FD.

1.1.3 The Students who complete the FD at NIFAD upon Clause 1.1.1 shall receive bachelor's degree from NIFAD and Professional Diploma from CIDI.

1.2 Roles of NIFAD

1.2.1 NIFAD shall ensure that the Students pass prerequisites in order to pursue their third year of study at CIDI. NIFAD may consult CIDI for the courses or electives to be offered at NIFAD to ensure that such courses or electives are qualified for the Students to study at NIFAD.

1.2.2 NIFAD shall send at least 20 but not exceeding 30 students who are qualified upon Clause 1.2.1 to study at CIDI every academic year starting from September 2020. NIFAD shall inform CIDI on 1 March of the calendar year the number of Students for the September intake in the same calendar year.

1.2.3 NIFAD acknowledged that the number of Students shall not exceed 15 for each and every Division.

1.2.4 NIFAD shall assist the Students where possible to issue relevant documents for application and admission process at CIDI. NIFAD shall also ensures that the Students pass the requirement that CIDI set out for admission.

1.3 Roles of CIDI

1.3.1 CIDI shall provide education based on standard curriculum of the second year at CIDI for the Students. CIDI shall reserve its solely rights to manage class allocation and activities including lesson delivery for the Students at CIDI.

1.3.2 CIDI shall provide the criteria for admitting the Students to NIFAD. In addition, CIDI shall be entitled to evaluate the Students and hold the rights to pass or fail the Students. CIDI shall also provide grade report to NIFAD and the Students.

1.3.3 CIDI shall reserve the capacity for NIFAD by every September intake. Should CIDI is unable to provide notice before 1 June of every year, Parties agree that the number of Students shall be confirmed at 20.

1.3.4 CIDI shall support the NIFAD students those will successfully complete one year in CIDI with the annual fashion show showcase and or exhibition as a part of the final art thesis.

1.4 Fees

NIFAD shall be entitled to pay the Tuition Fees to CIDI in reciprocal to the number of Students to be admitted at CIDI for every September intake. Tuition fees are listed as follow:

Number of Students	Tuition fees
20 or fewer than 20	Fixed tuition fees of THB 1,500,000
21-30	Fixed tuition fees of THB 1,500,000 plus THB 75,000 per each Student in addition to the first 20 Students

Parties acknowledged that the minimum payment of Tuition Fees will be THB 1,500,000 regardless of the number of Students. CIDI shall send invoice of Tuition Fees to NIFAD in either hard copy or soft copy formats within 30 days after CIDI receives the confirmed number of Students. NIFAD agrees to make the payment of Tuition Fees within 30 days after receiving the invoice from CIDI. NIFAD shall procure that all amounts payable under this Licence Agreement shall be paid in Thai Baht for receipt in Thailand to the credit of a Thai bank account as follow:

Krung Thai Bank (KTB) Sukhumvit 64 Branch

Account Name: Chanapatana International Design Institute

Account Number: 017-0-20568-1

SWIFT CODE: KRTHTHBK

NIFAD shall procure that all amounts payable under this Agreement are paid free and clear of all deductions and withholdings whatsoever. Where such deduction or withholding may be required by Uzbekistan law, NIFAD shall procure that the obligation is met in such a manner that CIDI shall still receive, after such deductions and withholdings which happened in Uzbekistan, the Tuition Fees as though no deduction or withholding had been made.

NIFAD acknowledges the importance to CIDI of such payments being made in accordance with this Clause and shall ensure that at all times such payments are capable of being made in that manner. In the event of any delay in paying any sum due under this Agreement by the due date, NIFAD shall pay to CIDI interest (calculated on a daily basis) on the overdue payment from the date such payment was due to the date of actual payment at a rate of 6% per annum over the base rate of the Bank of Thailand from time to time.

All payments under this Clause are non-returnable in any circumstances.

SECTION 2: Terms of Agreement including Commencement and Termination

2.1 This Agreement shall become effective as from 1 February 2019 and the first enrollment date of FD students date pursuant to this Agreement shall commence on the day of 1 August 2020. Subject to the terms of clause 2.1 hereof, this Agreement may end on 30 June 2022 ("the Contract Period") but shall deem to renew automatically and shall end automatically on 30 June 2025 ("the Extend Contract Period").

Handwritten signature and stamp in blue ink, including the text "NIFAD" and "Chanapatana International Design Institute".

2.1.1 Irrespective of anything contained in clause 2.4 hereof CIDI is entitled to terminate this Agreement forthwith if NIFAD intentionally or unintentionally commits fraud or any material breach of any of its terms (including but not limited to the failure on the part of NIFAD or adhere to the code of conduct established by the CIDI);

2.1.2 Termination of this Agreement shall be without prejudice to any obligation by NIFAD to CIDI which shall have accrued prior thereto. This Agreement may be terminated by CIDI without penalty and with no further liability or obligation to CIDI provided that notice of such termination is served to NIFAD 30 days prior to the termination date.

2.1.3 Prior to the Extend Contract Period, each Party shall be able to negotiate terms and conditions of the Contract which shall effective during the Extend Contract Period.

2.2. Unless specified otherwise, each Party may submit written notice before 1 March to terminate this Agreement. Consequently, the Students shall not be eligible to enter the September intake at CIDI in the same calendar year. For avoidance of doubt, the Students who enroll at CIDI before the notice has been made shall complete their year at CIDI.

2.3 Neither party shall be liable to the other party for loss, injury, delay, expenses, damages or other casualty suffered by the other party in the event of any delay or failure of the other party in performing its obligations under this Agreement as a result of general strikes, riots, storms, fires, acts of God or Government or for any reason beyond the reasonable control of the first party, provided that the first party shall have given the other party prompt notice in writing (to the extent possible) of the occurrence of any such event or cause and of its discontinuance. In the event that such cause has prevented or is likely to prevent the party from performing its obligations for a period of more than 90 days then the other party may terminate this Contract.

2.4 NIFAD agrees to indemnify and hold CIDI, their Regents, officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of use by NIFAD of the results obtained from the activities performed by CIDI under this Agreement.

2.5 Any amendment to this Agreement shall be accepted and agreed by Parties in writing.

If any question, dispute or difference (the Matter in Dispute) shall arise between Parties in relation to the terms of the Agreement which cannot be settled by both parties being aware of the Matter in Dispute, either party, may as soon as reasonably practicable give to the other notice of the Matter in Dispute specifying its nature and specifying the steps that the party giving the notice considers need to be taken to resolve the matter in dispute. Failing resolution of the Matter in Dispute by the parties within 30 days after receipt of such notice, either party may commence legal proceedings in order to resolve the Matter in Dispute without further notice.

This Agreement shall in all respects be governed and construed in accordance with the laws applicable in Thailand and the legal forum shall be the courts of Thailand.

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Agreement supersedes any prior written or oral agreements between the parties.


Executed by CIDI and NIFAD in duplicate copies, each of which shall be deemed an original.

Chanapatana International Design (CIDI)

**National Institute of Fine art
and Design (NIFAD)**


(Signature&date)

Vittawat Panpanich,
Executive Vice President

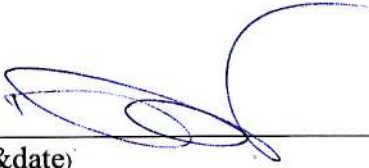

(Signature&date)

Khasan Aminov,
Professor,
Rector

Points of Contact (Coordinators)

**Chanapatana International Design
(CIDI)**

National Institute of Fine art and Design (NIFAD)


(Signature&date)

Prof. Takeshi Khoa
Vice president for International Affair


(Signature&date)

Dr. Fazilat Kodirova
Head of International Office