

**INTERNATIONAL COMMITTEE OF THE RED CROSS**  
**GENERAL CONDITIONS FOR CONSULTING CONTRACTS**  
**PARTNERSHIP CONTRACT**

This Joint Development Agreement (the 'Agreement') is made and enter into this 30<sup>th</sup> September 2019 by and between International Committee of the Red Cross (ICRC), having its office at (address) **52/9 Yarang Road, Anoru Sub-District, Mueng District, Pattani 94000**, hereinafter referred to as 'ICRC' of one part; and Prince of Songkla University, having its registered office at **181 Moo 6, Charoenpradit Road, Rusamilae Sub-District, Mueng District, Pattani 94000**, Thailand, hereinafter referred to as 'PSU' of the other part.

**INTRODUCTION:**

- A. *The International Committee of the Red Cross (ICRC)* is a neutral, impartial and independent humanitarian organization whose exclusively humanitarian mission is to protect the lives and dignity of victims of armed conflict and other situations of violence.
- B. *Prince of Songkla University 'PSU'* is a higher education institute in SBPs, Thailand. *Office of the Extension and Continuing Education*, PSU is in charge with this 'Technical and Vocational training Project'.
- C. 'ICRC' and 'PSU' have been exchanging information with respect to the collaborative livelihood program on 'Technical and Vocational training support to assisted communities'.
- D. 'ICRC' now wishes to enter into a joint development program and agree that the collaborative program be carried out subject to the following terms and conditions.

**PURPOSE OF THE CONTRACT:**

The PSU agrees to carry out work requested by the ICRC or provide services it has promised to the ICRC.

**AGREEMENTS:**

Now, therefore, in consideration of the mutual promises contained herein, the 'Parties' agree as follows:

**1. Definitions**

- 1.1 'Authorized Representative' shall mean the person designated by 'ICRC' as the case may be, in connection with this administration of any part of this Agreement.
- 1.2 'Party' means 'ICRC' and 'PSU' individually, and 'Parties' means 'ICRC' and 'PSU' collectively.
- 1.3 'Technical and Vocational training Project' shall mean the purpose of the Agreement specified in Section 2.
- 1.4 The PSU therefore agrees to observe the utmost discretion concerning confidential ICRC matters that it shall be involved in or become aware of and to consider itself bound by professional secrecy in this regard.
- 1.5 This obligation shall remain in effect even after the contract has ended.
- 1.6 The PSU is not permitted to use the ICRC's name and/or logo unless expressly authorized in writing in advance.

  Montira



2. **Purpose of the Agreement** (Technical and Vocational training Project)  
The purpose of this Agreement shall be to discipline the following activities where the PSU services are required:
- Short-term Technical Training in favor of ICRC livelihood support beneficiaries (groups) performed by PSU trainers in loco.
  - Vocational Training at PSU Stations for Continuing Education in favor of ICRC Micro-Economic Initiatives (MEI) individual beneficiaries.
  - Technical support and monitoring of results provided through follow-up visits

The information obtained from the training could be used as a guideline to improve/develop community enterprise activities in the following fields: organizational capacity, planning of resources and budgeting, accounting and book keeping, quality production, packaging/labelling, storage, and seed banking.

3. **DURATION OF THE PROJECT:**

3 months from the 01<sup>st</sup> of October 2019 until the 31<sup>st</sup> of December 2019. Depending on the results of the collaboration between the ICRC and PSU, a new Agreement might be signed for the year 2020.

4. **FINANCIAL COMMITMENT:**

- 4.1 'ICRC' shall bear the costs of project activities and traveling expenses related to the 'Project' as well as PSU administrative costs (15%), as mentioned in Annex 1;
- 4.2 'ICRC' shall pay for the expenses reported in Section 5.1, in the form of three separate instalments, corresponding to 3 different training courses based on the agreed duration of each event;
- 4.3 Both parties agreed that 100% of the total amount for each training event will be disbursed by "ICRC" via Bank Transfer, upon CFPAs request submission. The PSU commits to provide all relevant financial and supporting documents to ICRC.
- 4.4 In the case of Vocational Training at PSU Continuous Education Stations for individual MEI beneficiaries, the ICRC will pay in advance the tuition fees as well as all other associated costs on behalf of the beneficiaries;


5. **CONFIDENTIALITY:**

Each 'Party' ('Receiving Party') shall keep all proprietary technical and beneficiary's information received from the other party ('Disclosing Party') confidential, hereafter referred to as 'Confidential Information', and shall not disclose 'Confidential Information' to any third party without the disclosing party's prior written consent.

This confidential obligation shall not nor longer apply to such information for which evidence has been furnished that it:

- a) is or becomes publicly known through no fault of the 'Receiving Party';
- b) is already known to the 'Receiving Party' prior to such disclosure or is after disclosure lawfully obtained from a third party without any obligation to keep confidential, or
- c) has been, or is developed by the 'Receiving Party' independently of the disclosures made by the 'Disclosing Party' hereunder as shown by prior written records,



Martina 



d) is required to disclose by any laws, regulations, court orders or any governmental agency provided that the 'Receiving Party' shall discuss with the 'Disclosing Party' prior to making such disclosures.

The 'Parties' agreed and understood that the disclosure of any technical and beneficiary's information and data from this 'Project' will be subject to the approval of all the 'Parties' concerned in written in advance.

#### **6. MONITORING OF THE RESULTS AND FOLLOW UP**

"PSU" shall provide "ICRC" with a training evaluation report (participants' satisfaction level) within 15 days from the end of the course and a Monitoring Report (behavioral level) within 45 days from the course.

#### **7. TERMINATION:**

This 'Agreement' may be terminated by written notice upon the occurrence of any of the following events

- a) Should the contractor (PSU) fail to meet the agreed schedule or comply with any of the terms and conditions of the contract in part or in whole, the ICRC reserves the right to cancel the present contract and future collaboration, by notifying the contractor (PSU) in writing, with immediate effect.
- b) Should the ICRC terminate the contract for whatever reason not related to the above, ICRC will pay for work done until the date of termination. Work done shall be submitted to ICRC by the contractor(PSU) within 5 days of termination in order to be assessed by ICRC.

#### **8. DISPUTE RESOLUTION AND ARBITRATION:**

8.1 Any dispute between the 'Parties' arising out of this 'Agreement' or any of the related agreement which cannot be first settled by the 'Parties' shall be finally settled by arbitration in accordance with procedural rule of the Arbitration Rules of the Arbitration Institute, Ministry of Justice, before a panel of three (3) arbitrators, one (1) selected by each of the 'Parties', and the third selected by mutual agreement between the arbitrators selected by the 'Parties';

8.2 The place of arbitration shall be Bangkok, Thailand. Arbitration proceedings shall be conducted in English language. The final of the arbitration entity shall be final and binding upon both 'Parties', each 'Party' hereby consents to the entry of judgment enforcing any such decision in the jurisdiction of its incorporation or registration; and

8.3 Each 'Party' shall bear the expenses, such as traveling, meals, and lodging expense, which it incurs in connection with the arbitration. The fees and expense of the arbitrating entity and other related expenses shall be borne by the losing 'Party' unless otherwise determined by the arbitrating entity.

#### **9. ASSIGNMENT:**

Neither this 'Agreement' nor any of 'PSU' rights or obligations under this 'Agreement' may be assigned or transferred by 'PSU' without prior consent of 'ICRC'. Any assignment or transfer made or attempted in violation of this paragraph shall be avoided and will have no effect.



Montira





IN WITNESS WHEREOF the 'Parties' hereto have caused this 'Agreement' to be executed on the day and year first above written, have already read and understood all the contents of the 'Agreement', and have signed their names in the presence of witnesses. The 'Agreement' may only be amended in written by both Parties upon mutual decision.

PSU

ICRC

*Montira*

.....  
Asst. Prof. Dr. Montira Leelakriangsak  
Vice President for Academic Affairs,  
PSU, Pattani Campus

Date..... 30/9/2019

*Jareerat Ruamchareon*

.....  
Asst. Prof. Dr. Jareerat Ruamchareon  
Director, OECE  
PSU, Pattani Campus

Date..... 30/9/2019

*W*

.....  
Wilawan Yuenchon  
Finance and Admin OECE  
PSU, Pattani Campus

Date..... 30/9/2019

*Alexander Dalliston*

.....  
Alexander Dalliston  
Head of Southern Thailand Team  
ICRC Thailand

Date..... 30/9/2019

*Massimiliano Cartura*

.....  
Massimiliano Cartura  
EcoSec Regional Coordinator  
ICRC Thailand

Date..... 09/10/19

*Konlaphit Yuthaphatsak*

.....  
Konlaphit Yuthaphatsak  
Finance and Admin Manager  
ICRC Thailand

Date..... 08/10/19