

Memorandum of Agreement (MOA)

among

Rajamangala University of Technology Isan, Thailand

Lanzhou Jiaotong University, Lanzhou, PR.China

and

TAKAWA Railway Enterprise Development Holdings Limited, Hong Kong

The purpose of this Memorandum of Agreement (MOA) among RAJAMANGALA UNIVERSITY OF TECHNOLOGY ISAN (RMUTI), LANZHOU JIAOTONG UNIVERSITY (LZJTU), and TAKAWA RAILWAY ENTERPRISE DEVELOPMENT HOLDINGS LIMITED (TREDH) is to promote academic collaborations and develop further joint education programs on the basis of equality, friendship, and mutual benefit. The tripartite has reached an agreement after friendly negotiation and discussion as follows:

1. Brief Introduction of the Tripartite

1.1 Rajamangala University of Technology Isan, Thailand (RMUTI)

RMUTI, a public higher educational institute attached to the Ministry of Education, Thailand, was established on the 18th of January 2005, offering a wide range of educational programs at 4 levels: Vocational Diploma, Bachelor's degree, Master's degree, and Doctor's degree. RMUTI focuses on developing occupations and technology. At present, RMUTI comprises 4 campuses throughout the northeastern region of Thailand; Nakhonratchasima, Khon Kaen, Sakon Nakhon, and Surin.

1.2 Lanzhou Jiaotong University (LZJTU)

LZJTU, formerly known as Lanzhou Railway University, was established in 1958. From the late 1950s to 1990s, the University was under the administration of the former Ministry of Railways. In 2000, according to national overall planning, the University has been transferred to Gansu province and

co-sponsored by province and Ministry. On April 16th, 2003, with the approval of the Ministry of Education, Lanzhou Railway University was changed to Lanzhou Jiaotong University.

1.3 TAKAWA Railway Enterprise Development Holdings Limited, Hong Kong (TREDH)

According to the Memorandum of Understanding (MOU) signed on 20th May, 2015, China Railway TAKAWA Holdings Limited (CRTH) and RMUTI are willing to have further collaboration in establishing Rail Professional education and training in Thailand. Thus, “TAKAWA Railway Enterprise Development Holdings Limited (TREDH)” was set up on 26th August 2015 in Hong Kong as project facilitator, to facilitate, coordinate, and integrate all the resources involved in commercial nature, and the related asset management and industries development.

2. General Principles

This education program is jointly developed by RMUTI, LZJTU, and TREDH. RMUTI and LZJTU should submit this program to its corresponding educational authority for approval and reference respectively.

3. Cooperative goals and principles

In the principle of mutual trust, mutual benefit and mutual profit, the tripartite should play their own resource advantages to promote well economic and social benefit and enhance its own social influence.

4. Collaboration fields

In view of the disciplinary advantage and major setting-up in RMUTI and LZJTU, the tripartite plan to develop degree courses and other educational cooperative programs such as scientific research, language training, staff training and cultural exchange within the field of Civil Engineering, Mechanical Engineering, Electrical Engineering, Electronic Information, etc.

5. Collaboration Models

The RMUTI students and academic staff who require furthering their education in related specialties, and have met the admission requirement of LZJTU, as well as the Chinese proficiency can be recommended by RMUTI to study at LZJTU. LZJTU will issue degrees to those who have successfully completed the degree courses and thesis required by LZJTU.

5.1 2+2 Bachelor degree program

The RMUTI program students who have completed their first two years of undergraduate course work required by RMUTI and have met the admission requirement of LZJTU, including Chinese proficiency requirements, may apply to LZJTU to complete the last two years of their undergraduate study course work at LZJTU. LZJTU will issue bachelor degrees and diploma to those who have successfully completed the LZJTU degree requirements. RMUTI may award the students similar bachelor degrees and diploma. Those students who have completed the first two years of undergraduate coursework required by RMUTI but have not met the Chinese proficiency requirements of LZJTU may choose the training course of Chinese Language and Culture for one year in RMUTI or LZJTU. Their professional course could not be permitted before they meet the Chinese proficiency requirement of LZJTU and the teaching schedule of this program will be worked up by LZJTU and RMUTI together.

5.2 2+2+3 or 4+3 Master degree program

The RMUTI program students who have completed 2+2 or the four years of undergraduate course work, have received their bachelor degree, and who have met the admission requirement of LZJTU and the Chinese proficiency, can be recommended by RMUTI for master program in related specialties at LZJTU. LZJTU will issue master degrees and diploma to those who have successfully completed the degree courses and thesis required by

LZJTU. Candidates who have completed undergraduate coursework but have not met the Chinese proficiency requirements of LZJTU may choose the training course of Chinese Language and Culture for one year in RMUTI or LZJTU. Their professional course could not be permitted before they meet the Chinese proficiency requirement of LZJTU.

5.3 Doctor degree

The RMUTI program students who have got master degree, and have met the admission requirement of LZJTU and the Chinese proficiency, can be accepted by LZJTU for doctoral program in related specialties. LZJTU will issue doctoral degrees and diploma to those who have successfully completed the degree courses and thesis required by LZJTU. Candidates who have completed master coursework but have not met the Chinese proficiency requirements of LZJTU may choose the training course of Chinese Language and Culture for one year in RMUTI or LZJTU. Their professional course could not be permitted before they meet the Chinese proficiency requirement of LZJTU.

5.4 Short course training for rail system

LZJTU designs short courses and trains RMUTI staff, students, and railway-related agencies according to the overall requirements and standards of LZJTU in Thailand or China.

5.5 Suggestions on ARTREC's establishment

LZJTU will give some suggestions and support on establishment of ASEAN railway training and research center (ARTREC), including manpower, equipment, laboratory, and facilities for rail system.

5.6 Research development

LZJTU promotes and mentors targeted researches on rail system for RMUTI staff and students, the exchange of researchers, joint research

conducting, as well as essays, publications, theses, and information related to the researches.

5.7 Student and staff exchange

LZJTU promotes students and staff exchange program concerning tourism, culture, language training, cooperative education or practicum.

6. Responsibilities and Obligations of Tripartite

6.1 Obligations and Responsibilities of RMUTI

6.1.1 RMUTI will provide policy guidance and legal guidance on university management in Thailand for LZJTU;

6.1.2 RMUTI will partly provide premises, teaching facilities and equipment for international education cooperation with LZJTU;

6.1.3 RMUTI will jointly formulate teaching syllabus, teaching plans and curriculum of related courses of the joint program with LZJTU;

6.1.4 RMUTI will jointly publicize and promote the cooperation program with LZJTU in Thailand;

6.1.5 RMUTI will recommend both undergraduate and postgraduate degree program to staff and students who are qualified to LZJTU's requirements, and with a special offer on tuition, accommodation, during their studies at LZJTU. LZJTU will also grant scholarship for outstanding academic candidates.

6.1.6 RMUTI will send staff and students to attain short course training with a special offer on tuition, accommodation, during their studies at LZJTU.

6.1.7 RMUTI will provide housing and living expenses for Chinese staff and students exchange selected and sent by LZJTU. However, language professors will be provided with salary, and free accommodation.

6.2 Responsibilities and Obligations of LZJTU

6.2.1 LZJTU will work together with RMUTI to draw up the related teaching program, schedule and curriculum provision;

6.2.2 LZJTU will work together to publicize and promote the joint education program in Thailand;

6.2.3 LZJTU is responsible for the teaching, administration, assessment and grade evaluation for RMUTI staff and students' training and students' study at LZJTU;

6.2.4 LZJTU will make great efforts to create a good academic environment and comfortable living conditions for RMUTI staff and students;

6.2.5 LZJTU will keep close contact with RMUTI and work together to solve the related issues;

6.2.6 LZJTU will issue relevant certificates and degrees to RMUTI staff and students;

6.2.7 LZJTU will select qualified professors to RMUTI to lecture, train, and mentor on rail system, Chinese and Chinese culture, etc.;

6.2.8 LZJTU will provide graduate degree program to staff and students, who are qualified to LZJTU's requirements, with a special offer on tuition, during their studies at LZJTU and all students from RMUTI who are outstanding can apply for other scholarship. LZJTU will also grant 5 full scholarships for the staff and students per year from RMUTI.

6.2.9 LZJTU will provide staff and students attending short course training with a special offer on tuition and accommodation during their studies at LZJTU.

6.2.10 LZJTU will provide free training for RMUTI staff. RMUTI staff needs to be responsible for their travel, fees, housing and living expenses.

6.3. Obligations and Responsibilities of TREDH

6.3.1 TREDH will be responsible for facilitating the project development;

6.3.2 TREDH will act as the bridge of communication between RMUTI and LZJT in order to have a better discussion and coordination;

6.3.3 TREDH will promote this project to the Hong Kong government, so as to grant the greatest benefits for the project;

6.3.4 TREDH will integrate all the resources involved in commercial nature;

6.3.5 TREDH will be responsible for the asset management;

6.3.6 TREDH will support development of related industries businesses.

7. Curriculum

Teaching plans as well as syllabus of the joint education program are drawn by related schools and departments of RMUTI and LZJTU together.

7.1 Under the 2+2 joint degree program, courses of the first two years shall be conducted by RMUTI in accordance with its teaching plans of related majors, with Chinese language courses and courses concerning Chinese culture as an addition. LZJTU shall admit some courses completed by students in RMUTI as well as the corresponding credits acquired. LZJTU and RMUTI will develop specific programs on courses connection, credit transfer as well as achievements transformation in accordance with the differences of specific majors.

7.2 Under graduate training program, it will be conducted in accordance with the teaching syllabus of LZJTU.

7.3 LZJTU shall offer programs of Chinese language training as well as courses concerning Chinese culture in RMUTI respectively.

8. Admission Requirements

The admission of graduate students under the joint program should be conducted in accordance with the enrollment requirements for overseas students studying in LZJTU.

9. Teachers and Teaching Materials

9.1 LZJTU promises to carry out certain training for Thai teachers concerning related courses;

9.2 LZJTU will help RMUTI to apply for setting up the Confucius institute for Chinese language training as well as courses concerning Chinese culture. ;

9.3 RMUTI will select and send qualified Thai teachers for programs of Thai language training as well as courses concerning Thai culture;

9.4 Short courses trainings in RMUTI are delivered in English or Chinese, while graduate courses in LZJTU are delivered in Chinese;

9.5 Under the joint program, teaching materials for training courses in RMUTI are chosen in accordance with teaching plans of LZJTU.

10. Other expenses and financial arrangement

Expenses concerning other scientific cooperative programs such as researches, conferences, transportation, accommodations, as well as division of achievements and income shall be discussed separately.

11. Cultural research center

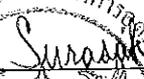
Thai cultural research center will be set up in LZJTU as the platform for further cooperation of both universities.

12. Validity of the Agreement

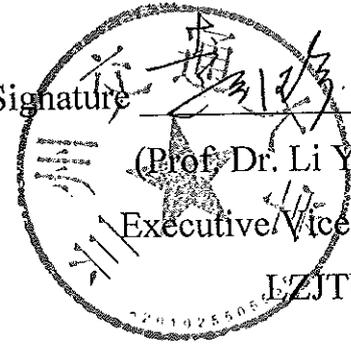
This agreement is written in both Chinese and English. Both versions are equally authentic. Each version is in three counterparts. This agreement shall become effective after being signed by all parties. It shall continue for a period of five years and can be automatically renewed. All parties are entitled to terminate this agreement at any time by giving three months' notice to the other two parties, and meanwhile with the consent of the other two parties. Upon the termination of this agreement, all parties are exempted from undertaking economic losses on other parties or other consequences. In terms of projects being carried out prior to the termination of this agreement, all

parties should make efforts to ensure their smooth implementation till the completion of the projects.

Representatives' signature

Signature 
 (Asst. Prof. Dr. Surasak Ratee)
 Vice President for Strategic
 Planning and International Affairs

 RMUTI

Signature 
 (Prof. Dr. Li Yinzhen)
 Executive Vice President

 E-ZJTU

For and on behalf of
 TAKAWA RAILWAY ENTERPRISE DEVELOPMENT HOLDINGS LIMITED
 華泰鐵路企業發展控股有限公司

Signature 
 (Ms. Stone Yuk King Eugenia)
 Executive director of TREDH

Authorized Signature 

Date: April 7th, 2016