

สาธารณรัฐประชาชนจีน

บันทึกความเข้าใจระหว่างกรมประชาสัมพันธ์ แห่งราชอาณาจักรไทย และสำนักกิจการวิทยุ ภาพยนตร์

และโทรทัศน์มณฑลยูนนาน แห่งสาธารณรัฐประชาชนจีน (SARFT)

ว่าด้วยความร่วมมือด้านสารสนเทศและการกระจายเสียงวิทยุ-โทรทัศน์

ความเป็นมา

กรมประชาสัมพันธ์และสำนักกิจการวิทยุ ภาพยนตร์และโทรทัศน์มณฑลยูนนาน ได้ลงนามในบันทึกความเข้าใจระหว่างกรมประชาสัมพันธ์ แห่งราชอาณาจักรไทย กับสำนักกิจการวิทยุ ภาพยนตร์และโทรทัศน์มณฑลยูนนาน แห่งสาธารณรัฐประชาชนจีน ว่าด้วยความร่วมมือด้านสารสนเทศและการกระจายเสียงวิทยุ-โทรทัศน์ เมื่อวันที่ 23 มิถุนายน 2549 ณ นครคุนหมิง มณฑลยูนนานสาธารณรัฐประชาชนจีน ฝ่ายไทยลงนามโดย นายคชภู สุนเจิณศิริ อธิบดีกรมประชาสัมพันธ์ ฝ่ายจีนลงนามโดย Mr. Sheng Yunfu อธิบดีสำนักกิจการวิทยุ ภาพยนตร์และโทรทัศน์มณฑลยูนนาน

วัตถุประสงค์

เพื่อส่งเสริมความเข้าใจซึ่งกันและกันระหว่างประชาชนของทั้งสองประเทศ และความร่วมมือระหว่างองค์กรทั้งสองในด้านสารสนเทศและการกระจายเสียงวิทยุ-โทรทัศน์

สาระสำคัญ

1. การแลกเปลี่ยนรายการวิทยุ
2. การผลิตรายการสดทางวิทยุ (Twin Radio)
3. การผลิตรายการแลกเปลี่ยนทางโทรทัศน์
4. การแลกเปลี่ยนการเยือน
5. การจัดประชุมคณะกรรมการเทคนิคร่วม ไทย-ยูนนาน

MEMORADUM of UNDERSTANDING
BETWEEN
THE GOVERNMENT PUBLIC RELATIONS DEPARTMENT, THAILAND
AND
THE YUNNAN BROADCASTING & TV BUREAU, CHINA
ON INFORMATION AND BROADCASTING CO-OPERATION

THE GOVERNMENT PUBLIC RELATIONS DEPARTMENT, THAILAND AND THE YUNNAN BROADCASTING & TV BUREAU, CHINA hereafter collectively referred to as "the Contracting Parties" and singularly referred to as "the Contracting Party"

The Broadcasting & TV Delegation of 11 people led by Mr. Dussadee Sinchirmsiri who is Director-General of the Government Public Relations Department of Thailand paid a visit to Yunnan Broadcasting & TV Bureau from 19th to 24th June 2006 on the purpose of putting into practice the oral agreement made between Thailand and Yunnan Province when Minister Suranan Vejcha Shova visited Yunnan Broadcasting & TV Bureau during the GMS meeting, as well as promoting the co-operation between Government Public Relations Department of Thailand and Yunnan Broadcasting & TV Bureau.

After negotiation between the delegation and Yunnan Broadcasting & TV Bureau, Yunnan People's Radio Station, Yunnan Broadcasting & TV Information Transmission Network Co. LTD, the contracting parties both acknowledged the extensive possibilities on broadcasting, television, information transmission network. In order to enhance understanding and relationship between the two parties, on the basis of equality and mutual benefits to strengthen the co-operation between Thailand and Yunnan Province on the area of broadcasting and television programming, as well as strengthening the friendly tie between people of Thailand and Yunnan province, and on the basis of mutual respect for sovereignty and for the principle of non-interference in internal affairs, thereby contributing to the strengthening of friendly relations between their peoples.

Have agreed as follows:

Article 1

The contracting parties shall, subject to the laws and regulations for the time being in force in Thailand and Yunnan Province, undertake to encourage and promote the development of co-operation in the field of broadcasting between Thailand and Yunnan Province for their mutual benefit.

Article 2

The co-operation referred to in Article 1 may by mutual agreement include, taking into consideration the experience to be gained and benefits to be derived therefrom and subject to the availability of funds and resources, co-operation in the following areas:

I exchange of news materials, TV documents and other radio and TV programs, including the reports on the occasion of great importance of each Contracting Party;

II exchange of radio and television reports, either audio or visual covering the political, economic, social and cultural aspects of the Contracting Parties.

III the provision of technical facilities related to news coverage of national and provincial events;

IV exchange of mass media representatives and research experts in the field of radio and TV;

V encourage co-operation of TV programs;

VI the promotion of co-operation in the field of information technology especially the use of computers and Internet as means of communication and dissemination of information;

VII exchange of studies, data and relevant information material that will supply the media in each country with authentic information;

VIII any other areas which may be agreed upon by both Contracting Parties such as attachment, trainings.

Article 3

For the purpose of implement of this Memorandum of Understanding, the Minister or each Contracting Party will appoint officials to form a joint Committee which shall be the administrative body responsible for carrying out the following functions, particularly

I to carry on mutual consultations and make recommendations to the relevant authorities that might best facilitate the implementation of this Memorandum of Understanding;

II to recommend new methods of co-operation between the Contracting Parties in the field of information; and

III to review the provisions of this Memorandum of Understanding from time to time, upon request by either Contracting Party.

Article 4

The contracting Parties shall once in two years exchange information on the implementation of this Memorandum of Understanding during the previous year and proposal for cooperation during the following year.

Article 5

Pursuant to this Memorandum of Understanding all materials, documents, information and other data received during the period of implementation of this Memorandum of Understanding shall not be made available to a third party without the prior written consent of the other Contracting Party. In the event of the termination of this Memorandum of Understanding, both Contracting

Parties agree that the provision of this Article will survive the termination.

Article 6

The Party sending the material shall be responsible for the protection of copyright, in accordance with the laws in force in Thailand and Yunnan.

Should the sending of the material be subject to the payment of an honorarium or to other financial conditions, the Contracting Party sending the material shall inform the other Party of those conditions before dispatching the material and shall send it after receiving the latter Party's consent. Any obligations in connection with the author's rights or performer's rights shall be borne by the country sending the materials.

Article 7

All material, documents, information and other data obtained under this Memorandum of Understanding shall:

I be used at the discretion of the Contracting Party receiving it;

II be exchanged and used between the Contracting Parties free of charge;

III not be handed over to a third party or used for commercial purpose;

IV be accompanied by an explanatory text in English; and

V be selected and use at the discretion of each of the Contracting Party, both in terms of the numbers of items to be used and the choice of subjects.

Either Contracting Party may edit each other's news and programs faithfully and professionally. Under no circumstances shall the facts, content and intent of the news or program be changed.

Article 8

Either Contracting Party may request in writing a revision or amendment of all any part of this Memorandum of Understanding. Any revision or amendment agreed to by the Contracting Parties shall be reduced in writing and shall form part of this Memorandum of Understanding. Such revision or amendment shall come into effect on such date may be determined by the Contracting Parties.

Article 9

The protection of intellectual property rights shall be enforced in conformity with the respective national laws and regulations of the parties and with international agreement signed by both parties.

The usage of the name, logo and/or official emblem of any the parties on any publication,

documents and /or paper is prohibited without prior written approval by either party.

Article 10

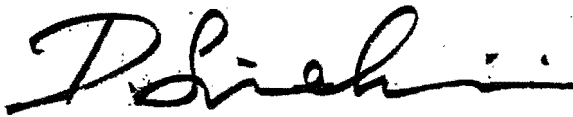
Each Contracting Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of the memorandum of Understanding which suspension shall be effective immediately after notification has been given to the other Contracting Party through diplomatic channels.

Article 11

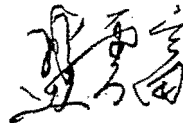
This memorandum of Understanding shall come into force on the date of signature and shall remain in force until such time as when it is terminated by either Contracting Party by giving to the other notice in writing, through diplomatic channels, of its intention to terminate the Memorandum of Understanding, at least six months prior to the intended date of termination.

The termination of this Memorandum Understanding shall not affect any agreement or undertaking conclude or entered into during the duration of this Memorandum of Understanding which shall be fulfilled in accordance with the provisions of such agreement or undertaking.

IN WITNESS WHEREOF undersigned, being duly authorized by their respective Government, have signed this memorandum of Understanding Done at Kunming, Yunnan on this day of 23rd June 2006 in two original texts in the English languages.



(Mr. Dussadee Sinchirmsiri)
DIRECTOR-GENERAL
GOVERNMENT PUBLIC
RELATIONS DEPARTMENT
THAILAND



(Mr. Sheng Yunfu)
DIRECTOR-GENERAL
YUNNAN BROADCASTING & TV BUREAU
CHINA