

## Service Agreement

### Project Management for Energy Conservation at University of Phayao

Ref. no. กสพ. (จ) 1/2020

This agreement is signing at University of Phayao on June 30, 2020, between University of Phayao, represented by Associate Professor Dr. Supakorn Pongbangpho, the President of University of Phayao (hereinafter referred to as the "Service Recipient"), and the Provincial Electricity Authority (PEA), Head Office, represented by Mr. Seksan Sermpong, Deputy Director of Planning and Development Division, authorized by the Provincial Electricity Authority (PEA) (hereinafter referred to as the "Service Provider").

The parties agree to the following terms:

#### 1. Common Agreement:

The Service Provider agrees to provide services, and the Service Recipient agrees to receive services for the installation of a solar power generation system, as well as the management of electricity generated from the solar power system. This is to support the energy conservation project at University of Phayao. The installed Solar Rooftop system will have a total capacity of not less than 2,912 kilowatts, in accordance with the conditions and terms of this agreement, including the attached documents.

1.1. The Service Provider will survey, design, and install the Solar Rooftop system with a total installed capacity of not less than 2,912 kilowatts, providing all necessary materials and equipment.

1.2. The Service Provider will establish a demonstration center and a learning resource on renewable energy at the designated area within University of Phayao. This includes the procurement, installation, and placement of suitable equipment, as detailed below:

- A) Display system showing electricity production data on LED screens of not less than 42 inches in each building.
- B) Creation and installation of acrylic signs displaying the message "Energy Conservation Project at University of Phayao."

## **2. Service Fee and Payment:**

The Service Recipient agrees to pay, and the Service Provider agrees to accept a service fee of approximately XXX,XXX,XXX.XX THB., inclusive of value-added tax amounting to XX,XXX,XXX.XX THB., other taxes, and all associated expenses. The Service Recipient will make the payment when the Service Provider completes the installation of the solar power generation system on the roof and the Service Recipient verifies the work's correctness.

Furthermore, the Service Recipient will pay the service fee (energy management fee) calculated based on an average electricity rate of X.XX THB., with a XX% discount per kilowatt-hour (kWh) over the 25-year project duration. The payment will be made in monthly installments, totaling XXXX installments. The fee for each installment will be calculated based on the actual electricity production from the installed Solar Rooftop system, as measured by the installed meter. The average electricity rate will be adjusted every December, and both parties will collaboratively revise the agreement periodically.

The Service Recipient must settle the service fee with the Service Provider within 30 days after receiving the invoice.

## **3. Timeframe and Completion; Service Period and Termination Rights of the Service Recipient**

The Service Provider must install the equipment according to the project proposal for energy conservation at University of Phayao, as per this agreement, within a specified timeframe of 270 days from the date of contract signing. The Service Recipient has provided the necessary space to the Service Provider.

The Service Provider agrees to provide energy management services to enable the Service Recipient to utilize energy according to the project for a period of 25 years. This period begins after the installation of the equipment as per the project proposal, and upon successful verification of the completed work by the Service Recipient.

If the Service Provider is unable to complete the work within the specified timeframe, is delayed beyond the agreed deadline, or violates any terms of the contract, the Service Recipient has the right to terminate the agreement by providing a written explanation for the cancellation.

#### **4. Responsibility for Defects and Damages**

Upon completion of the work and acceptance by the Service Recipient, if there are defects or damages arising from the services provided under this agreement within the contract's 25-year duration, the Service Provider is obligated to promptly rectify the issues at their own expense. If the Service Provider fails to address these issues in a timely manner, the Service Recipient has the right to rectify the problems themselves or hire another party to do so, with the Service Provider bearing the entire cost.

#### **5. Work Schedule Extension**

In the event of force majeure, any event arising from the Service Recipient's fault, or any other unforeseen circumstances for which the Service Provider is not legally responsible, preventing them from completing the work within the agreed conditions and timeframe, the Service Provider is entitled to a work schedule extension. This extension requires mutual agreement in writing between the Service Recipient and the Service Provider.

#### **6. Additional Contract Amendments**

Both parties have the right to amend, add, or reduce the scope and items of the contract without rendering the contract invalid. The parties will agree on revised service rates or prices, including any extensions (if applicable), through mutual written agreement.

#### **7. Service Provider's Liability**

The Service Provider must assume responsibility for accidents, damages, or any liabilities arising from their work, and must bear the costs of repairing any damages resulting from the actions of their employees. Any damages resulting from the Service Provider's work, even due to force majeure, must be rectified or replaced by the Service Provider at their own expense, unless the damage is caused by the fault of the Service Recipient.

The Service Provider is required to secure insurance against various risks that may occur to the installed equipment or due to accidents during the project's duration or the contract period. The Service Recipient is not obligated to take responsibility for events of this nature. Once insurance is obtained, the Service Provider must provide a written notice with a copy of the insurance policy to the Service Recipient within 30 days from the start of service under this agreement.

In the case of loss or damage to the Service Provider's installed equipment due to force majeure, theft, or normal usage, the Service Recipient is not responsible for any loss or damage caused by these events.

## **8. Maintenance**

The Service Provider is responsible for repairing and maintaining the equipment and power generation systems from solar energy installed on the rooftop (Solar Rooftop). This includes ensuring that other installed equipment remains in good condition and operational. This is to enable the Service Recipient to use the electrical energy obtained from the energy-saving management project at University of Phayao throughout the service period without any charges or expenses from the Service Recipient.

## **9. Termination Rights of the Service Provider**

If the Service Recipient fails to fulfill their responsibilities as agreed in the contract, the Service Provider will issue a written notice to inform the Service Recipient of the reasons for correction within 30 days from the receipt of the notice. If the Service Recipient does not address the issues within the specified period, the Service Provider has the right to terminate the contract. The Service Provider is also entitled to dismantle the solar power generation system installed on the rooftop and seek any damages from the Service Recipient, as deemed appropriate.

## **10. Management of Installation Area After Project Completion**

Upon the conclusion of the service period as per the contract or termination of the contract by mutual agreement, the Service Provider agrees to dismantle the solar power generation system installed on the rooftop to conserve energy, returning the area in complete and usable condition before handing it back to the Service Recipient. The Service Recipient is not required to incur any expenses for this process.

## **11. Notification**

All written communications, inquiries, notices, or other letters sent to the contracting parties must be in writing. Once sent by registered mail to the addresses specified at the beginning of this contract, the communication will be deemed received unless the parties have notified each other of a change of address.

In urgent cases, the contracting parties may send notifications via fax or electronic mail. However, they must inform each other of the communication and provide written confirmation by the specified means.

This Service Agreement is executed in two identical copies, each considered an original, in Thai. Both parties have read and understood the contents and have signed as witnesses.