

# Center for Professional Assessment (Thailand)

Asst. Prof. Waigoon Tongaram Rambhai Barni Rajabhat University President 41 Moo 5, Raksakchamoon Road Tachang Sub-district Muang Chanthaburi 22000

# **Letter of Agreement**

This Letter of Agreement, hereafter referred to as The Agreement, is made and shall remain in effect from January 4, 2023 to December 31, 2023, by and between the Center for Professional Assessment (Thailand) R.O.P., hereafter referred to as CPA (Thailand), and Rambhai Barni Rajabhat University for the purpose of achieving the various aims and objectives relating to the provision of TOEIC® testing services.

Whereas CPA (Thailand) and Rambhai Barni Rajabhat University intend to enter into The Agreement between the said parties, establishing the working arrangements, that each of the parties agree, in order to complete the aims and objectives.

## Purpose

The Purpose of The Agreement is to provide the framework for any future cooperation between the said parties.

# **Obligation of the Parties**

The partners acknowledge that no contractual relationship is created between them by The Agreement, but agree to work together in the true spirit of partnership to ensure responsive leadership and to demonstrate financial, demonstrative and managerial commitment to the aims and objectives.

#### **Test Fees**

For the duration of The Agreement, the test fees for Rambhai Barni Rajabhat University will be at <a href="Mailto:Category: A & Education">Category: A & Education</a>

### Cooperation

The activities and services shall include, but not be limited to:

- a. Services to be rendered by CPA (Thailand) include the provision of TOEIC Testing services as set forth in Annex I.
- b. Services to be rendered by CPA (Thailand) include acknowledgement and adoption of the procedures as indicated in Annex II, which shall be deemed an integral part of The Agreement.

Annex I & Annex II attached hereto are to be considered integral parts of The Agreement. Revisions to details in said Annexes are subject to change as deemed necessary by CPA (Thailand), and will be implemented at least 30 days upon receipt of written notice by CPA (Thailand).

#### Resources

The Parties will endeavor to fulfill implementation and financial responsibilities necessary to fulfill their respective commitments related to fulfilling the aims and objectives under The Agreement.

# **Use of Intellectual Property**

While any intellectual property developed through activities covered under The Agreement can be applied towards the attainment of the aims and objectives as set forth in The Agreement, both parties consent that any and all outputs will be used solely for the purposes set forth in The Agreement.

## **Personal Data Protection**

Rambhai Barni Rajabhat University warrants that in order to collect, use, share, disclose of any personal data disclosed by it under this LOA, is in compliance with the applicable law and regulations and that it has obtained consent to disclose such.

Rambhai Barni Rajabhat University agrees that CPA may collect, use and process the disclosed personal data with respect to the processing of personal data for purposes related to the LOA.

### Amend/Termination

Either party may amend/terminate The Agreement by giving thirty (30) days written notice to the other party. However, in the event that any partner fails to perform its obligations under The Agreement, either Partner shall have the option to immediately terminate The Agreement, upon receipt of written notice.

## **Entirety**

The Agreement including all Annexes, embodies the entire and complete understanding between the Partners. The Agreement shall be enforceable upon the exchange of electronically scanned signatures.

Signed for Rambhai Barni Rajabhat University

Signed for the Center for Professional Assessment (Thailand)

Asst. Prof. Waigoon Tongaram President

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Date January 4, 2023

Anilin Trakulthong
Chief Marketing Officer

January 4, 2023 Date