



Center for Professional Assessment (Thailand)

Ms. Sudarat Kliangsa-Art
Phranakon Si Ayutthaya Rajabhat University
Assistant to the president for Special Affairs and Director of International Studies Center
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Letter of Agreement

This Letter of Agreement, hereafter referred to as "The Agreement", is made and shall remain in effect from November 2, 2021 to December 31, 2021, by and between the Center for Professional Assessment (Thailand) R.O.P., hereafter referred to as CPA (Thailand), for the purpose of achieving the various aims and objectives relating to the provision of TOEIC® testing services.

Whereas CPA (Thailand) and Phranakon Si Ayutthaya 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 Phranakon Si Ayutthaya Rajabhat University will be at **Category: A & Education**.

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 acknowledgment 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 thirty (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.

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
Phranakon Si Ayutthaya Rajabhat University



Ms. Sudarat Kliangsa-Art
Assistant to the president for Special Affairs
Director of International Studies Center

Signed for the
Center for Professional Assessment (Thailand)



Anilin Trakulthong
Chief Marketing Officer

Date

November 2, 2021
Date