



Assoc. Prof. Dr. Kasma Suwanarak
Dean
Graduate School of Language and Communication, GSLC
National Institute of Development Administration, NIDA
148 Serithai Road,
KlongChan, Bangkok
Bangkok 10240 THAILAND

Letter of Agreement

This Letter of Agreement, hereafter referred to as the Agreement, is made and shall remain in effect from March 21, 2024 to December 31, 2025, by and between the Center for Professional Assessment (Thailand) R.O.P., hereafter referred to as CPA (Thailand), and National Institute of Development Administration, NIDA by the Graduate School of Language and Communication (GSLC) for the purpose of achieving the various aims and objectives relating to the provision of TOEIC® testing services.

Whereas CPA (Thailand) and National Institute of Development Administration, NIDA by the Graduate School of Language and Communication (GSLC) 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 parties 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 National Institute of Development Administration, NIDA by the Graduate School of Language and Communication (GSLC) 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 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

National Institute of Development Administration, NIDA warrants that in order to collect, use, share, disclose of any personal data disclosed by it under this Agreement, is in compliance with the applicable law and regulations and that it has obtained consent to disclose such.

National Institute of Development Administration, NIDA 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 party fails to perform its obligations under the Agreement, either party 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 parties. The Agreement shall be enforceable upon the exchange of electronically scanned signatures.

Should any needs arise for future amendments to the terms, conditions and policies set by CPA (Thailand), National Institute of Development Administration, NIDA will be requested to sign any and all such amendments before making the next test reservations.

CPA (Thailand) reserves all right to provide test administrations and/or reservations as deemed appropriate by CPA (Thailand) in cases where amendment documents remain unsigned by National Institute of Development Administration, NIDA.

Signed for
National Institute of Development Administration, NIDA
By the Graduate School of Language and Communication
(GSLC)

Kasma Suwanarak.

Assoc. Prof. Dr. Kasma Suwanarak
Dean, GSLC, National Institute of Development
Administration, THAILAND

21 Mar. 2024

Date

Signed for the
Center for Professional Assessment (Thailand)



Anilin Trakulthong
Chief Marketing Officer

March 21, 2024

Date

Signed for
Witness

Tewich Sawetayaram

Asst. Prof. Dr. Tewich Sawetayaram
Associate Dean

21 Mar 2024

Date

Signed for
Witness

Natthiya P.

Natthiya Premteerawatchai
Senior Client Representative

March 21, 2024

Date