



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into on the 9th day of October, 2023 (the "Effective Date") between:

**ORGANISATION A:**

Name: Gotoco Limited

Address: 124 City Road, EC1V 2NX

City: London

Country: United Kingdom

Represented by: Richard Lloyd

Title: Director and Co-founder

**ORGANISATION B:**

Name: English Program, Faculty of Education Kamphaeng Phet Rajabhat University

Address: 69 Moo 1 Tambon Nakhon Chum Muang Kamphaeng Phet

City: Kamphaeng Phet

Country: Thailand

Represented by: Assoc.Prof.Dr.Bandhit Chatwirote

Title: Dean of Faculty of Education

ORGANISATION A and ORGANISATION B are hereinafter collectively referred to as the "Parties".

### BACKGROUND

ORGANISATION A and ORGANISATION B wish to establish a mutually beneficial relationship to promote English education and cultural exchange between the United Kingdom and Thailand.

### PURPOSE

The purpose of this MOU is to set forth the understanding and agreement between the Parties with respect to the English education and cultural exchange programme ("Programme"). The Programme aims to facilitate English language learning opportunities for Thai students, promote cross-cultural understanding between the two countries, foster exchange of teaching best practices between the two cultures, and create more connections between the two peoples.

### TERMS OF AGREEMENT

1. English Education Programme: ORGANISATION A shall provide English language education programmes and English teaching volunteers and full time teachers, including but not limited to, English courses, workshops, and cultural activities, to Thai students in Thailand. The curriculum, teaching materials, and schedule of the Programme shall be mutually agreed upon by both Parties.
2. Cultural Exchange Programme: ORGANISATION B shall facilitate cultural exchange opportunities for the teachers, volunteers and students enrolled in the English Education



Programme, including but not limited to, cultural immersion activities, field trips, and interaction with British and Thai students and teachers. The specific activities and schedule of the Cultural Exchange Programme shall be mutually agreed upon by both Parties.

3. Duration: This MOU shall be in effect for a period of 1 year from the Effective Date, unless terminated earlier by mutual written agreement by either Party.
4. Financial Arrangements: The Parties shall mutually agree on the financial arrangements for the Programme, including but not limited to, tuition fees, accommodation, and travel expenses. Each Party shall bear its own expenses unless otherwise agreed in writing.
5. Intellectual Property: Any intellectual property developed or created as part of the Programme shall be jointly owned by the Parties, and both Parties shall have the right to use such intellectual property for purposes related to the Programme, subject to mutual agreement.
6. Confidentiality: The Parties shall treat any confidential information shared between them in connection with the Programme as confidential and shall not disclose or use such information for any purpose other than the Programme without the prior written consent of the other Party.
7. Liability: Neither Party shall be liable to the other Party for any direct, indirect, special, incidental, consequential, or punitive damages arising out of or in connection with the Programme, except for damages resulting from the willful misconduct or gross negligence of either Party.
8. Governing Law and Jurisdiction: This MOU shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising out of or in connection with this MOU shall be resolved amicably through negotiation. If the Parties fail to resolve any dispute through negotiation, the dispute shall be submitted to the exclusive jurisdiction of the courts of the United Kingdom.
9. Entire Agreement: This MOU constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether oral or written, relating to the Programme.
10. Amendment: Any amendments or modifications to this MOU must be made in writing and signed by both Parties.
11. Termination: Either Party may terminate this MOU by providing written notice to the other Party, with a notice period of two months.

Signed on behalf of the Parties:

ORGANISATION A:

Signature:

Represented by: Richard Lloyd

Name: Gotoco Limited

Title: Director and Co-founder

ORGANISATION B:

Signature:

Represented by: Assoc. Prof. Dr. Bandhit Chatwirote

Name: English Program, Faculty of Education Kamphaeng Phet Rajabhat university

Title: Dean of Faculty of Education