



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
INSTITUTE OF INTERNATIONAL EDUCATION  
AND  
RAMBHAI BARNI RAJABHAT UNIVERSITY**

This Agreement, dated on **January 10, 2020** (this "Agreement") between the **Institute of International Education** (hereinafter referred to as "IIE"), and **Rambhai Barni Rajabhat University** (the "Institution").

WHEREAS, IIE is a TOEFL® ITP Representative in Thailand (the "Territory");

WHEREAS, Institution wishes to administer the TOEFL® ITP at the Institution's Test Center (the "Test Center");

NOW, THEREFORE, in consideration of the premises, representations and agreements hereinafter contained, the parties agree as follows:

In connection with the use of TOEFL® ITP testing procedures to be administered.

**I. GENERAL RESPONSIBILITIES**

**IIE RESPONSIBILITIES**

IIE will:

1. Provide first-time training on administration of the TOEFL® ITP test;
2. Supply TOEFL® ITP Test Administration Procedures to the chief test administrator, and TOEFL® ITP Test Administration Supplement to test administrators and proctors;
3. Provide TOEFL® ITP test books, answer sheets and CDs or cassettes;



#### IV.2 Cancellation of Agreement

This Agreement can be cancelled, with or without cause, by either party within 30 days of its termination. Unless otherwise specified herein, any provision of this Agreement that may reasonably be expected to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

On behalf of the Institution

On behalf of IIE



Assoc. Prof. Porphan Suttiwattana  
Acting President, Rambhai Barni Rajabhat University



Dr. Jonathan Lembright  
Regional Director for Southeast Asia



Asst. Prof. Dr. Jakrapan Wongpa  
Assistant to the President



Mr. Sinchai Lekwanitchakul  
Assessment Account Manager

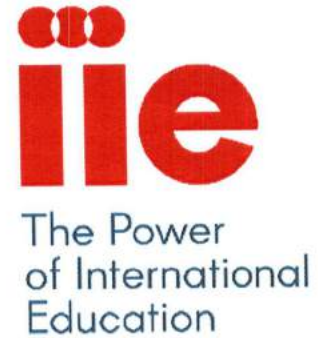


Dr. Narongrit Suksawat  
Head of Project of Establishing International Institute

Date: Jan 10, 2020

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4. Arrange for delivery of an adequate supply of test materials to your test site 5 working days prior to the date of test administration;
5. Provide a summary of TOEFL® ITP test performance of students in each session within 5 working days after the receipt of all used and unused test materials of the session.

#### **THE INSTITUTION RESPONSIBILITIES**

The Institution will,

With respect to permitted test administration:

1. Administer tests at its Test Center.
2. Allow its students to take the ITP test for admission for the following purposes:
  - **Admissions to short-term, non-degree programs in English-speaking countries** where the sending and receiving institutions agree to use *TOEFL® ITP* scores.
  - **Admissions to undergraduate and graduate degree programs in non-English speaking countries** where English is not the dominant form of instruction.
  - **Admissions and placement in collaborative international degree programs** where English language training will be a feature of the program.
  - **Placement** in intensive English-language programs requiring academic English proficiency at a college or graduate level.
  - **Progress monitoring** in English-language programs stressing academic English proficiency.
  - **Exiting** English-language programs by demonstrating proficiency in English listening and reading.
  - **Scholarship programs**, as contributing documentation for academic English proficiency.
3. Allow candidates who need to take the TOEFL test for admission to a university to register for the International TOEFL test.
4. Not administer or distribute any tests outside of its premises.
5. Commit to not use ITP scores for marketing an Institution's intensive English program.
6. Commit to not provide nor forward test-takers' ITP score reports to other institutions.
7. Administer the ITP tests according to the directions in the *TOEFL® ITP Test Administration Procedures* and *TOEFL® ITP Test Administration Supplement*, as well as other policies and procedures mentioned in this Agreement or provided from time to time by IIE.
8. Use ITP tests for one administration only, and send out both used and unused test materials within 1 working day after test date, to IIE.
9. Agree that all test materials are copyrighted by ETS and are not to be reproduced in any form. Test materials remain the property of ETS at all times.
10. Ensure that any copy of the test delivered to the Institution shall be kept secure, shall not be copied or distributed prior to or following the express administration for which use of such test is authorized and shall otherwise comply with all security policies and procedures mentioned in this Agreement.



With respect to oversight of the Test Center:

1. Send test schedule, test-takers roster and place an order with IIE through its Southeast Asia Office at least 2 weeks before the test date.
2. Ensure shipment and secured storage of all testing materials, and maintain accurate counts of materials received from IIE and sent back to IIE.
3. For purposes of security, ensure that appropriate examinee identification procedures are followed in accordance with the instructions set forth in the *TOEFL® ITP Test Administration Procedures*.
4. Ensure that all administrations begin on time and that no examinee is admitted to the examination rooms after the test has begun.
5. Promptly investigate any irregularity, take appropriate action, and report to IIE as soon as possible, both the irregularity and the action taken.
6. Use independent proctors at all administrations to ensure English teachers employed by Institution, if any, do not have access to the test materials.
7. Ensure uniform test administration to all examinees by following closely to the *TOEFL® ITP Test Administration Procedures*.
8. Must comply with the following for handling confidential test materials at each authorized test administration:
  - Confidential test materials must only be used for the sole purpose of performing professional services for TOEFL® ITP described in item 2 under Institution's Responsibilities above. Any other use of these materials requires the prior written consent of IIE.
  - Confidential test materials must be kept in a locked container when they are not being used. This security must be maintained in all phases of the authorized test administrations, including storing inventory of test materials, collecting used and unused test materials after each authorized test administration and returning or otherwise delivering such test materials to IIE. Materials will be sent directly to a specific individual in your organization who is responsible for implementing the security guidelines.
  - Confidential test materials must not be shared with any third parties without the written authorization of IIE. TOEFL® ITP scores may be disclosed only to the examinees and to Institution's personnel who require the information for making decisions.
  - Confidential test materials must be used for one administration only, and must not be copied in whole or in part. IIE will reserve the right to seek legal redress for any damage caused by such action.
  - Distribute test books, answer sheets and examinee handbooks to examinees at the authorized test administrations;
  - following completion of TOEFL ITP, send the test materials and answer sheets to IIE;
  - permit IIE or ETS, upon prior notice to Institution and at all reasonable times, to inspect the premises used by Institution in connection with the Institution's administered authorized test administrations;



- Comply with all applicable laws and regulations affecting the ETS products included under this Agreement and the Institution's performance hereunder, including local privacy laws.
  - Immediately, upon notice from IIE, cease all test administrations of TOEFL ITP and return all test materials in its inventory to IIE upon the termination or expiration of IIE's rights to resell and administer TOEFL ITP.
  - Comply with the provisions contained in the administration of exams described in the attached Schedule to this Agreement
9. It is understood that IIE will not send new materials or provide scores until all used and unused test materials have been returned, and all payments for prior administrations are made.
  10. In the event that the confidential test materials are stolen or lost, or in the event that an unauthorized party gains access to these materials, Institution shall notify IIE immediately.

## II. Exams Cost, Prices and Payments

The Institution agrees to pay IIE a fixed price for the exams as follows.

1. The price per unit includes a test book, scoring, training and other services provided by IIE. Each unit price will be:
  - \$28.5 USD per unit for material requests of 10 to 500 units; and
  - \$26.5 USD per unit for each additional unit in excess of 500.
 The prices above take effect from when this agreement is made until **December 31<sup>st</sup>, 2020**, after which the prices are subject to change.
2. Additionally, the Institution shall be charged an amount equal to seven percent (7 %) of the total amount owed to IIE on each invoice, which shall be for the value added tax ("VAT") applicable to the transaction under this Agreement, provided that if the Institution is exempt from VAT and provides IIE with evidence of such exemption, it can subtract such amount from payment.
3. Institution shall pay IIE mailing/shipping and handling costs and any other shipping costs, including insurance, for the units ordered.
4. Institution shall be responsible for all taxes and duties (including income taxes) related to its activities under this Agreement, and shall indemnify and hold IIE harmless with respect to any action or investigation by any governmental or regulatory entity or taxing authority in the Territory involving such taxes.
5. Cash payments are not accepted.
6. All payment forms must be made payable to "Institute of International Education", and preferably sent directly to IIE New York by wire transfer.



7. IIE will confirm each order by email or phone within 2 working days after it has received the order. If IIE has limited test materials, IIE will notify Institution that there is an insufficient supply as promptly as practicable.
8. The price for TOEFL® ITP tests certificate is \$5 USD per certificate.

### **III. RESTRICTIVE COVENANTS; ETS DISCLAIMER; INDEMNIFICATION**

#### ***III.1. Restrictive Covenant on Institution and Test Center***

You acknowledge and agree that ETS is, and at all times will remain, the sole and exclusive owner of all Test Data. For purposes of this Agreement, "Test Data" shall mean "the examinees' responses to questions asked in the TOEFL ITP, examinee scores and the following data collected or obtained from each examinee by IIE or you in connection with any administration of the TOEFL ITP in accordance with this agreement: name, gender and date of birth, as such categories of data may be updated by ETS with notice to you from time to time."

#### ***III.2. ETS Disclaimers***

IIE hereby notifies you that:

- (i) ETS disclaims all warranties relating to TOEFL ITP and other ETS IP; (ii) ETS disclaims any implication that use of TOEFL ITP guarantees any level of performance on the official TOEFL paper-based or Internet-based tests; (iii) ETS does not warrant that the access to or use of TOEFL ITP will be immediately available, uninterrupted or error-free; (iv) ETS will have no liability to you or any examinee for damages resulting, or alleged to have resulted, from any error or omission in TOEFL ITP or score reports or any action taken or not taken by you or an examinee based on the examinee's scores from TOEFL ITP; and (v) the Internet is an unregulated, public network over which ETS exerts no control, and ETS makes no representations or warranties whatsoever, and shall have no liability whatsoever, with respect to the accuracy, dependability, privacy, security, authenticity or completeness of data transmitted over or obtained using the Internet, or any intrusion, virus, disruption, loss of communication, loss or corruption of data, or other error or event caused or permitted by or introduced through the use of the Internet.

#### ***III.3. Indemnification***

Institution shall indemnify and hold harmless (but not defend) IIE, its affiliates, their respective directors, officers, employees, agents and their respective successors and assigns from and against any and all third



party costs, liabilities, losses, damages, penalties, fines and expenses (including reasonable attorneys' fees), settlements, claims, allegations, actions or suits incurred by or asserted against any such indemnitee in connection with or arising out of: (a) breach by Institution or its TOEFL Administrators of this Agreement or the procedures for securing and administering Institutional TOEFL exams; (b) the negligence or willful misconduct of the Institution, its employees, officers, directors or agents (including TOEFL Administrators); or (c) the infringement of any patent, copyright, trade secret, trademark, confidential information or other proprietary right of any third party (including ETS). The Institution shall not agree to settle the claim without IIE's written consent.

#### IV. OTHER PROVISIONS

##### IV.1 Term of Agreement

Contract Year 1: January 10, 2020 – January 9, 2021  
Contract Year 2: January 10, 2021 – January 9, 2022  
Contract Year 3: January 10, 2022 – January 9, 2023

This Agreement will be effective as of the date above first written, and will continue in full force and effect until the earlier (i) **January 9, 2023** or (ii) the effective date of a termination in accordance with Section III.2 of this Agreement. Institution agrees to immediately cease all authorized administrations of TOEFL ITP and return all test materials in its possession to IIE upon the termination or expiration of IIE's rights to resell and administer TOEFL pursuant to IIE's agreement with ETS.





## Schedule A

### ADMINISTRATION OF EXAMS

#### 1. First Administration and Supervisors

New testing sites will be required to complete the Test Center Application (Appendix A). Institutions that apply the exam for the first time and request initial supervision must:

1. Request confirmation of the visit with at least 10 days advance notice.
2. Cover transportation costs, expenses and hotel accommodations for one TOEFL ITP Outreach Officer, who will attend Institution's first TOEFL ITP administration in order to verify the correct implementation of the TOEFL ITP program.
3. If travel from IIE's office to Institution takes longer than 4 hours driving, it will be necessary that Institution covers airfare for the supervisor's visit.

#### 2. Administration of the Exam

The Institution shall ensure that the Test Center will:

1. Provide adequate facilities and supervision for the administration of the exam without demanding a fee.
2. Check identification of every test taker by checking his/her identification document and/or collecting each test taker's completed "Admission Form" (included in the Test Taker's Examinee Handbook).
3. Complete the "Supervisor Report Form" (included in the Supervisor's Manual) and include it in all packages of exams that are returned to IIE office for scoring.
4. Individuals who serve as TOEFL ITP test administrators must be proficient in English.

#### 3. Test Material Request Form

1. The test center will complete and send the official TOEFL ITP Test Use Application for the Institutional Testing Program.
2. All test material request forms must be sent via email and/or fax with a minimum of 7 days' notice if Institution is outside of the Kingdom of Thailand and 5 days' notice for all institutions that are within the Kingdom of Thailand.
3. In the case that Institution is outside the metropolitan area and requires urgent materials (material requests within 7 days), the cost of sending the materials "express" will have to be covered by the Institution.



4. The Institution must designate a Representative/Principal Contact of the Institution (Person in charge of the material request forms and/or handling of exams) and TOEFL ITP Administrator (s).
5. Material requests that IIE office receives will be sent to Institution with attention to the person in charge, and to the address that is included in this agreement.
6. Institution must pay for all the requested material in advance. TOEFL ITP results will not be turned in without receiving payment in advance.
7. A minimum of 10 test books is required for all shipments and payments.

The following materials will be provided for every processed and paid material request, in accordance with this agreement:

- TOEFL ITP Test Book
- Answer Sheet
- Audio CD or Cassette
- Supervisor's Manual (upon request)
- Test Taker Handbook (upon request)
- Sending of electronic results (upon request)
- Printing of Score Roster
- Individual Score Report for every test taker
- Institutional Score Report for each administering Institution

For any communication with IIE, either through fax or through email, please include the Principal Contact's name and the Institution's ITP number code (if available) in order to facilitate answering all questions and comments.

ETS and IIE reserve the right to accept or reject orders for TOEFL testing materials in whole or in part.

#### 4. Materials Return Policy

1. The Institution must cover shipping charges for all the material that is returned to IIE office (test books, cassettes/CD's, answer sheets, "Supervisor Report Form" which is included in the Supervisor Manual) and for each package that is returned.
2. All material must be returned for scoring to IIE office in no more than 1 working day after the administration of the exams.

#### 5. Exam Security

1. The Institution is responsible for the security of the exam before, during and after its administration.
2. The Institution must keep all test materials in a safe and restricted place, before and after their distribution.



3. Utilize only the answer sheets provided by ETS. The answer sheets must be returned to IIE office in perfect condition in order to be graded. (They should be kept in a separate envelope)
4. Notify IIE office in written form if any irregularity occurs that could danger the security of the exam.
5. The Institution must not utilize the exam materials in any way that is not in accordance with this agreement.
6. It is strictly forbidden that an Institution applies the same form of a TOEFL ITP exam to the same candidate within a period of 6 months. In the case that a candidate requires a second TOEFL ITP administration, it is the Institution's responsibility to request a different test form.
7. The Institution must respect the rights of the ETS/TOEFL author. Unauthorized reproduction of any of the exam materials is strictly forbidden and will result in the automatic termination of this agreement. IIE will reserve the right to seek legal redress for any damage caused by such action.
8. In case the Institution does not comply with all the security requisites, IIE reserves the right to detain the Institution's results and/or terminate the Institution's contract.
9. IIE will restrict access to examinee information and scores. Test data must be requested in writing on behalf of the Institution representative.
10. IIE will grade and destroy all used materials in our facilities by its own personnel according to ETS' security regulations.
11. In the case that the exam is administered to candidates from outside the Institution; it will be necessary that the Institution requests an official identification with valid photograph, and conserve a copy.
12. The security and good use of the exam is the responsibility of the Institution. It will be important that all supervisors carefully review the completed answer sheets because it will not be possible to make any changes to them once they are received in our offices.

## 6. Turning In of Results

1. The return time for the turning in of results in electronic form will be from 1 to 3 working days, and for turning in/ sending of physical results, from 3 to 5 working days after receiving the materials in our offices.
2. The office reserves the right to grade exams up to 1 week later, in case a system failure occurs or there is an excessive amount of work.
3. The exam administrator must turn in the score report "Student's File Copy" individually to all candidates and conserve the "Administering Institution's File Copy" and the "Student's Score Roster," in order to resolve any sort of discrepancy that may occur.
4. The Institution must explain to the students the purpose and uses of the TOEFL ITP test.
5. No correction to the answer sheets can be made for errors that were not reported by the supervisor on the administration day. Biographical data correction is allowed as long as valid official identification is presented.
6. This agreement is valid between the Institution and IIE, and does not apply to the students.



## 7. Express Grading

1. Electronic scores can be sent in less than 8 hours (applies only to working days) after they arrive in IIE's offices, but will have a cost of \$5 USD per exam.
2. The sending of printed scores will be the following day after the sending of the electronic results

## 8. Re-printing Score Reports

1. Re-printing of score reports cost \$5 USD per report.
2. In order to request the re-printing of the reports, the administrator should provide the following information:
  - Complete name of the candidate
  - Test date and test center in which s/he took the exam
3. The Institution should handle the paperwork directly in representation of the student who needs the re-printed score report.

## 9. Hours of Operation

Hours of operation to the public will be from 8:30 am to 4:30 pm and from Monday to Friday, except national public holidays.



**Schedule B**

**ADMINISTRATION OF EXAMS**

**Minimum Purchase Requirements**

Minimum Purchase Requirement means the quantity of TOEFL ITP test in each Contract Year set forth below:

**Institution:**

<b>Contract Year 1: (January 10, 2020 – January 9, 2021):</b>	<b>1,500</b>
<b>Contract Year 2: (January 10, 2021 – January 9, 2022):</b>	<b>2,000</b>
<b>Contract Year 3: (January 10, 2022 – January 9, 2023):</b>	<b>2,500</b>

The institution understands and agrees that if it fails to meet the Minimum Purchase Requirement in any Contract Year, IIE/SEA shall have the right to terminate this Agreement within 60 days of the end of the applicable Contract Year.



**Appendix A**  
**ETS ITP Test Center Application Form**

Name of Institution	Rambhai Barni Rajabhat University
Name of Test Center Supervisor	Jakrapan Wongpa
Title of Test Center Supervisor	Asst. Prof. Dr.
Address	41 Moo 5, Tachang, Muang District, Chanthaburi
Phone	+66-393-19111 Ext. 10171
Fax	
Email	inter@rbru.ac.th
Shipping Address for Test Materials	Rambhai Barni Rajabhat University 41 Moo 5, Tachang, Muang District, Chanthaburi 22000
Tax ID Number	099-4-00027314-2

Type of Institution:

For Profit

Non-Profit

College or University:

Testing Center

ESL Department

English Language School

Other, please specify: \_\_\_\_\_

Are you currently affiliated with any English as a second Language organization? If yes, please list:



**English Language School, please complete the following:**

What English training services do you provide?

What services, other than English training do you provide?

Are you currently affiliated with and/or administering English Language tests for any other test provider? If yes, which ones:


Have you ever been affiliated with any other English Language tests provider? If yes, which ones and dates of affiliation:

How often will you use the ITP test?

How many students do you expect to take the test at one time?



Describe the purpose for which you will use the test:

Signature	
Name	Asst. Prof. Jakrapan Wongpa
Date	Jan 10, 2020

I agree to comply with all of the policies and procedures specified in the TOEFL Institutional Testing Program brochure, Manual for Supervisors, and on this test use application. Our examinees will be informed that score records will not be sent to other institutions.





**Appendix B**  
**TOEFL ITP Test Materials Request Form**

