

**Memorandum of Understanding on Educational Cooperation
between the Ministry of Education of Thailand
and
Classera Inc.**

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The Ministry of Education of Thailand hereinafter referred to as “Participant 1” and Classera Inc. hereinafter referred to as “Participant 2” and collectively as the “Participants”;

Recalling the relationship between Thailand and the Kingdom of Saudi Arabia where full diplomatic relations were reestablished on January 26, 2022

Recognizing the importance of educational cooperation

Hereby announce their intention to engage in cooperation as follows:

**Paragraph 1
Background**

The Participants recognize cooperation in education between their two countries and endeavor to continue to work together to further strengthen this relationship and partnership. The Participants note and recognize the importance of considering the aim of supplying, installing, and subscribing to the Classera Learning Management System as E-learning products offered, known, and sold under the brand name “HP Classeasy” from Classera company Inc. This includes associated and related services, such as embedded content in English (BOOKR Class) offering English as a Second or Foreign Language (ESL / EFL) and curated and engaging interactive e-books, complete with animated illustrations aligned with CEFR and PhET Interactive Simulations in Science and Maths in Thai Language as attached in Annex. The Participants understand that their collaboration in education is significant and that there is potential for all types of collaboration related to the aforementioned objectives.

**Paragraph 2
Terms**

This Memorandum of Understanding (hereinafter referred to as “MOU”) will be active starting from the last signature date from the Participants until April 30, 2025 and can be renewed by the mutual written consent of the Participants.

**Paragraph 3
Objectives**

This MOU aims to promote and exchange cooperation between the Participants in the areas of:

- a. Education as a whole,

- b. E-learning,
- c. Virtual schools,
- d. Learning management,
- e. Hybrid and blended learning, and
- f. Education management.

Paragraph 4 Forms of Cooperation

The forms of cooperation under this MOU may include but are not limited to:

- a. Selecting 25 Thai schools to potentially participate in the special pilot project,
- b. Coordinating with 25 Thai schools to discuss implementing the programme, and
- c. Conducting case studies on an agreed upon number of test schools and all 25 schools after full system implementation.

Paragraph 5 Implementation

- a. The Participants may establish a working group to further discuss and plan this special pilot project and the implementation of the programme in the chosen schools.
- b. Participant 2 will provide the HP Classeasy system and will run all processes for the Thai schools and provide training for a group of teachers chosen by Participant 1 according to the schools chosen.
- c. Participant 1 will be trained at least 1 teacher per school.
- d. Participant 2 will display the name and logo of “Classera” in the system without affecting the general layout of the platform.
- e. Participant 1 will not display or share the “system source code” with any third party.
- f. The copyright and intellectual property of the system will belong to Participant 2.
- g. The Participants will jointly conduct case studies on the use of the system during the special pilot project.
- h. Participant 2 has provided the relevant information on the special pilot project and other relevant details including the cost of licenses in Annex attached herewith.
- i. All details of the cooperation between the Participants can only be shared if the participants mutually agree on the details of what is shared and with whom.
- j. Participant 2 will follow the other user data protection guidelines as mentioned in Annex.
- k. If this MOU is terminated under Paragraph 7, Participant 2 will return all materials provided by Participant 1 upon their request.

**Paragraph 6
Amendment**

At the request of either of the Participants, this MOU may be revised and amended by mutual written consent at least 30 (thirty) days prior to the time of amendment. Any authorized amendment will be added and considered as part of this MOU. At any time, with the mutual written consent of the Participants, this MOU may be converted to a full agreement related to the planning, implementation, and execution of this programme.

**Paragraph 7
Termination**

Either of the Participants must notify the other Participant in writing of its intention to terminate this MOU at least 30 (thirty) days in advance through official channels.

Termination of this MOU will not affect the validity and duration of any arrangements, programs, activities or projects made pursuant to this MOU prior to the time of termination.

**Paragraph 8
Status**

This MOU is not intended to create, maintain or govern legally binding obligations between the Participants or between the Participants and any third party.

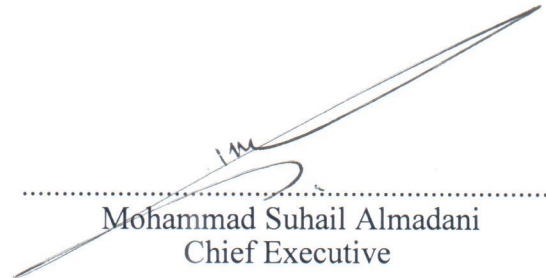
SIGNED in duplicate at the Ministry of Education of Thailand, Bangkok on the 20th day of February 2024 in the English language.

**FOR THE MINISTRY OF EDUCATION
OF THAILAND**



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Suthep Kaengsanthia, Ph.D.
Permanent Secretary

**FOR CLASSERA INC.
OF SAUDI ARABIA**



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Mohammad Suhail Almadani
Chief Executive