







MEMORANDUM OF UNDERSTANDING

between

- LONDON METROPOLITAN UNIVERSITY a company limited by guarantee no. 974438 incorporated under the laws of England it having its registered office at 166-220 Holloway Road London N7 8DB (hereafter called "LMU").
- ISLINGTON COLLEGE, Kamal Marga, Kamal Pokhari, Kathmandu, NEPAL (hereafter called "IC"),
- ADVANCED PEDAGOGY, 1 North Bridge Road #08-08 Singapore 179094, SINGAPORE (hereafter called "AP")
- RV CENTRE INTERNATIONAL PTE LTD, 1 Paya Lebar Link, PLQ Tower 1 #04-01 Suite 5172 SINGAPORE 408533 (hereafter called "RVi").

The original quadripartite shall be hereafter called "FourQ"

and

Partner university of "RVI", VALAYA ALONGKORN RAJABHAT UNIVERSITY under the ROYAL PATRONAGE (hereafter called "VRU")

This agreement is made on 15th January 2024 between the four members of the original quadripartite and Valaya Alongkorn Rajabhat University under the Royal Patronage located at No. 1, Moo 20, Phaholyothin Road, Khlong Nueng Subdistrict, Khlong Luang District, Pathum Thani Province 13180 Thailand

In the spirit of education and to promote educational exchange and cultural collaboration, members of the original quadripartite and Valaya Alongkorn Rajabhat University under the Royal Patronage agree as follows:

1. INTRODUCTION

- 1.1. This Memorandum of Understanding does not and shall not create legal relations between the parties and no party to this Memorandum of Understanding shall be legally bound by the terms of this arrangement except where expressly stated.
- 1.2. Nothing in this Memorandum of Understanding is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute any party the agent of another party, nor authorise any party to make or enter into commitments for on behalf of any other party.
- 1.3. If the parties decide, having entered this Memorandum of Understanding, that they would like to consider binding arrangements with each other, whether the subject of this Memorandum of Understanding or not, then they shall negotiate and agree in writing a binding agreement relating to any such matter.

- 1.4. This Memorandum of Understanding shall be of no effect until it is signed by or on behalf of all parties.
- 1.5. The duration of the Memorandum is from 15th January 2024 to 27th September 2025 with 27th September 2025 being the date as signed by the original quadripartite.

2. SCOPE OF COLLABORATION

- 2.1. This Memorandum of Understanding describes an intention to collaborate on educational and cultural activities between the original quadripartite and VRU. All institutions will encourage direct contact and cooperation between their academic staff, departments, institutes and other research centres subject to the provisions of this Memorandum.
- 2.2. RVI will specifically be responsible for all engagements and activities with VRU and agree to commit resources, both human and financial, to develop the priority activities listed below:
 - I. Staff professional development
 - II. Joint teaching and cultural activities
 - III. Student exchange
 - IV. Sharing or creation of educational materials
- 2.3. Other areas for collaboration may be identified in the future and cooperative projects related to the above in the spirit of institutional friendship and cultural, educational and scientific cooperation.
- 2.4. Both parties, RVI and VRU will name a liaison person to be the prime focus for advancing the development of activities related to this memorandum. RVI will be responsible to update and inform all parties of any potential development and areas of possible collaboration. A list of liaison contacts shall be appended to this Memorandum and shall be updated and maintained by RVI.

3. FUTURE DEVELOPMENTS

- 3.1. Amendments to the Memorandum of Understanding may be incorporated with the mutual written consent of all parties.
- 3.2. This Memorandum of Understanding may be terminated by the authorised representative of RVI (representing the original quadripartite) and VRU at any time by written notice to all parties.
- 3.3. Where joint activities lead to collaborative provision leading to an award of either or both parties, or to an activity that involves the transfer of money from one party to the other, both parties will negotiate and agree a discrete agreement to be set out in the terms of a Memorandum of Agreement, which will include a financial agreement.

4. CONFIDENTIALITY

4.1 None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of any authorised representative of the other party as to each such use.

Each of the parties undertakes to the other that it will and will procure that any proprietary information obtained by it in relation to such other party in the performance of this Memorandum of Understanding ("Confidential Information") will be kept secret and confidential both during and at all times after termination of this Memorandum of Understanding and that it will not divulge any Confidential Information to any third party or use, conceal, destroy or obtain such Confidential Information for its own advantage or that of a third party to the detriment of the other party hereto and that it will use its best endeavours to prevent the publication or disclosure of any Confidential Information provided that such obligation shall not extend to Confidential Information to the extent that:-

- (a) it has entered the public domain;
- it has been disclosed to the party disclosing such Confidential Information in circumstances which it did not know that such disclosure amounted to a breach of confidence; or
- (c) it is required to be disclosed by law or by the rules of any stock exchange.
- 4.2 No party to this Memorandum of Understanding will make any public announcement relating to this Memorandum of Understanding or the subject matter hereof without the consent of the other parties to this Memorandum of Understanding, Provided that such prohibition shall not apply in the case of an announcement or disclosure of any matter which is required pursuant to a legal obligation or an obligation arising under the rules of any stock exchange.

5. GOVERNING LAW AND JURISDICTION

- 5.1. Paragraph 4 and 5 are legally binding.
- 5.2. This Memorandum of Understanding, and all negotiations between the parties in connection with the proposed collaboration between the parties and all disputes or claims (including non-contractual disputes or claims and any disputes or claims in relation to pre-contractual negotiations or discussions between the parties) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and be subject to the exclusive jurisdiction of the English courts.

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Audit trail

Title For Your Signature Please - 5 Parte MoU Signing

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Named Liaison Contacts

London Metropolitan University

Name	Role	Contact Details
Mr Gary Davies	Deputy Vice Chancellor	Gary.davies@londonmet.ac.uk
Kelly Griffin	Head of Partnerships Office	Kelly.griffin@londonmet.ac.uk

Islington College, Kathmandu, Nepal

Name	Role	Contact Details
Sulav Budhathoki	Chairman and CEO	sulav@ingnepal.com

Advanced Pedagogy, Singapore

Name	Role	Contact Details
Dr. Benson Soong	Founder	benson@adpeda.com

RV Centre International, Singapore

Name	Role	Contact Details
Argus Ang	Managing Director	rvigroup.argusang@gmail.com

Valaya Alongkorn Rajabhat University under the Royal Patronage

Name	Role	Contact Details
Dr Sombat Kotchasit	Acting President	sombat@vru.ac.th

MoU between Islington College, Advanced Pedagogy (Singapore), RVI and Thai University

Final Audit Report

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SIGNATURES OF THE REPRESENTATIVES OF THE PARTIES

Signed	Signed
Gary Davies	Sulav Budhathoki
Name:Gary Davies Deputy Vice Chancellor London Metropolitan University	Sulav Budhathoki Chairman and CEO Islington College, Nepal
Date Jan 22, 2024	Date Jan 23, 2024
Signed	Signed
Dr Benson Soong Founder Advanced Pedagogy	Mr Argus Ang Managing Director RV CENTRE INTERNATIONAL
Date Jan 23, 2024	Date
Signed Sombath	
Assoc Prof Dr Sombat Kotchasit	

Valaya Alongkorn Rajabhat University under the Royal Patronage

Acting President

Date