

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made between RUAMRUDEE INTERNATIONAL SCHOOL of Bangkok (hereinafter called "School"), represented by Father Tom Griffith, of the one part, and the SWISS EDUCATIONAL ASSOCIATION, represented by Mr. M. Casanova (hereinafter called "Association"), of the other part.

WHEREAS, the School has opened and maintained a Swiss Section at the present campus of the School on Soi Ruamrudee, the School is planning to move to a new campus and the Association wishes to make contribution to the School so that the School will have a Swiss Section at the new campus.

The two parties agree as follows:-

1. The Association agrees to provide funds adequate for the School to construct, fully equip and maintain the Swiss Section at the new campus of the School off Sukhapibal 3 Road, covering an area of 4 Rais to be provided by the School in accordance with the attached drawings and plans whereby the funds required are estimated at Baht 35 million. The contribution shall be made to the School in an orderly manner so that it meets the cash requirement of the School for such construction.

The Association agrees to contribute the funds mentioned above to meet the cost requirements of the construction of the Swiss Section so that the School will have no financial obligations toward any contractors.

2. The School undertakes to maintain the Swiss Section as part of the School in the building constructed from the funds contributed by the Association as long as the school operates on the new campus.

3. The school shall be responsible for the operation of the Swiss Section which is part of the School, and the School shall also be responsible for the administrative functions of the Swiss Section, including the application for visas, work permits and tax-clearance certificates for teachers of the Swiss Section.

4. The Association shall contribute to the School an annual regular contribution equivalent to Baht 1 million from the first year that the Swiss Section opens at the new campus to cover miscellaneous expenses. This contribution shall be increased according to the rise in Consumer Price Index published by the Thai Government.

Where the operational cost of the Swiss Section substantially increases, the Association will discuss with the School in good faith to make additional contribution to cover such increased cost.

5. The student in the Swiss Section shall have the right to make use of the following facilities of the School without interfering with the use by regular students.

- a) Sports facilities (both indoor and outdoor)
- b) Convention Hall
- c) Library
- d) Cafeteria
- e) Church
- f) School Clinic

6. This MOU shall be binding upon the parties as long as the School maintains the Swiss Section on its campus off Sukhapibal 3 Road.

7. If the Swiss Section is discontinued by the School, the School shall refund to the Association the value of the construction cost of the Swiss Section Building less depreciation of 5% calculated from the date of completing the construction.

IN WITNESS WHEREOF, the parties have set their hands

RUAM RUDEE INTERNATIONAL SCHOOL

By Tom Griffith
Father Tom Griffith

SWISS EDUCATIONAL ASSOCIATION

By Mr. M. Casanova
Witness
(Mr. N.A. Raschle)
Witness
(Mr. W. Brenneis)

Bangkok, 10th April, 1990