

Memorandum of Understanding

Regarding Request for Information about Volume of Palm Oil as Measured by
Gauge for Measuring Volume of Palm Oil Contained in Storage Tank

between

the Office of the Central Committee on the Price of Goods and Services

the Department of Internal Trade, the Ministry of Commerce

and

.....

This Memorandum of Understanding is made at.....
on Date.....Month.....B.E. between.....the Office of the Central
Committee on the Price of Goods and Services, the Department of Internal Trade,
the Ministry of Commerce.....by....., Rank.....Director-General.....,
acting as the Secretary-General of the Central Committee on the Price of Goods and
Services, the office being located atthe Department of Internal Trade, the Ministry
of Commerce....., No.....563....., Road.....Nonthaburi....., Sub-districtBang Krasor.....,
District.....Mueang....., Province.....Nonthaburi....., Postal Code...11000....., hereinafter
called **“the KorkorRor. Office”** of the one part and Mr./Mrs./Ms.....,
Number of Identity Card, Rank....., being the authorized person
who can sign to bind a juristic person (if any), Name.....company/partnership/limited
partnership/others....., Registration Number of Juristic Person.....
Operation of Business...a factory of palm oil extraction/a factory of palm oil
distillation/a biodiesel producer/a palm oil depository....., taking the possession of
the storage tank of palm oil which stores the palm oil as usual and has the capacity of
.....tons in each tank, in the number of.....tanks, the office being
located at No....., Village....., Alley/Lane.....,
Road....., Sub-district/ Sub-area, District/Area,
Province....., Postal Code....., Telephone.....,
Facsimile, E-mail....., hereinafter called
“the possessor of the storage tank of palm oil” of the other part.

Both parties agree to execute this Memorandum of Understanding containing the details about undertakings as follows:

Clause 1 Objective

In order to connect the central system of database and software in order that information concerning the volume of palm oil contained in storage tanks in the overall picture of the country and information concerning the volume of palm oil contained in each storage tank which is in the possession of the possessor of the storage tank of palm oil shall be gained accurate, precise and present (real time).

Clause 2 Cooperation Framework

2.1 The KorKorRor. Office and the possessor of the storage tank of palm oil agree to join in the undertaking of the installation of the gauge for measuring the volume of palm oil contained in the storage tank, whereby there shall be no adverse effect on nor damage to the structure of the storage tank of palm oil, and to supervise and keep the gauge for measuring the volume of palm oil as installed in the storage tank at the site of the storage tank which is in the possession of the possessor of the storage tank of palm oil to be in good condition and ready for use all the time.

2.2 The possessor of the storage tank of palm oil shall make preparations for a site, an electrical system and the storage tank of palm oil to be in conditions which are ready for the gauge for measuring the volume of palm oil to be installed. In addition, the possessor of the storage tank of palm oil shall allow the installer whom is entrusted in writing by the Department of Internal Trade to enter the site of the storage tank of palm oil in order to install, inspect, repair, maintain or perform other necessary tasks in connection with the gauge for measuring the volume of palm oil, and also facilitate the installer to carry out such tasks. And a competent official under the law governing measurement shall make an inspection and provide a verification of the gauge for measuring the volume of palm oil contained in the storage tank to be in compliance with the aforesaid law.

2.3 The possessor of the storage tank of palm oil has a duty to completely and correctly comply with the Notification of the Central Committee on the Price of Goods and Services regarding Prescription of Rules and Conditions as for Palm Oil in Storage Tank and the Notification of the Office of the Central Committee on the Price of Goods and Services regarding Rules, Procedures, Duration, Methods and Conditions associated with Installing Gauge for Measuring Volume of Palm Oil Contained in Storage Tank.

2.4 When there has already been the installation of the gauge for measuring the volume of palm oil contained in the storage tank which is in the possession of the possessor of the storage tank of palm oil and the possessor of the storage tank of palm oil has already received a user account according to the Notification of the Office of the Central Committee on the Price of Goods and Services regarding Rules, Procedures, Duration, Methods and Conditions associated with Installing Gauge for Measuring Volume of Palm Oil Contained in Storage Tank, the KorKorRor. Office shall undertake to connect the central system of database and software in order to gain information concerning the volume of palm oil from the gauge for measuring the volume of palm oil as installed in the storage tank, whereby the possessor of the storage tank of palm oil is capable of looking for the only information concerning the volume of palm oil in the overall picture of the country and information concerning the volume of palm oil contained in each storage tank which is in the possession of the possessor of the storage tank of palm oil as specified in this Memorandum of Understanding during the whole period of the Memorandum of Understanding being still effective.

In this regard, the possessor of the storage tank of palm oil agrees to pay expenses incurred in the operation of the gauge for measuring the volume of palm oil in gathering the information about the volume of palm oil contained in the storage tank and in connecting the central system of database and software unless the possessor of the storage tank of palm oil has notified discontinuity in business operation in writing according to the Notification of the Office of the Central Committee on the Price of Goods and Services regarding Rules, Procedures, Duration, Methods and Conditions associated with Installing Gauge for Measuring Volume of Palm Oil Contained in Storage Tank

**Clause 3 Duration of Cooperation, Termination and Amendment of
Memorandum of Understanding**

This Memorandum of Understanding shall be effective for a period of years as from the date when both parties sign this Memorandum of Understanding.

Amendments to this Memorandum of Understanding can be made, if appropriate, with both parties' mutual approval by making another Memorandum of Understanding in the same way this Memorandum of Understanding is made.

In terminating this Memorandum of Understanding, if any party has an intention to terminate this Memorandum of Understanding, it is required to notify another party in writing in advance not less than 15 days. The written notice of termination shall be given to the representative whom is entrusted by each party at the office or urgently sent by registered and replied mail to the address of the party who is the receiver of such a notice as specified in this Memorandum of Understanding. In this regard, both parties are not entitled to claim for expenses incurred in the undertakings throughout the period as specified in this Memorandum of Understanding until the date when the Memorandum of Understanding comes to an end. In addition, both parties shall have no right to claim for any damages to each other. However, in the case of the act committed by the possessor of the storage tank of palm oil causing the gauge for measuring the volume of palm oil as installed in the storage tank to be lost, broken, defective or damaged, the possessor of the storage tank of palm oil shall be responsible for paying the price of the gauge for measuring the volume of palm oil as of the date when the aforesaid act takes place to the KorKorRor. Office.

This Memorandum of Understanding is made in duplicate with all text being identical. Both parties have read and well understood all statements, and have agreed that the statements are correct and in accordance with their intentions in all respects. As evidence, both parties put their signatures and stamp their seals (if any) in the presence of witnesses, and each party retains one copy of the Memorandum.

Signed..... the KorKorRor. Office
(.....)
Rank Director-General
Secretary-General of the Central
Committee on the Price of Goods
and Services

Signed..... Possessor of Storage
(.....) Tank of Palm Oil
Rank
.....
.....
(a juristic person's seal to be
stamped (if any))

SignedWitness
(.....)
Rank

SignedWitness
(.....)
Rank