

#### **COOPERATION CONTRACT**

Between



No. 213, 96 Gamasan-Ro, Geumchen-Gu, Seoul, Korea and

Nha Trang University, Vietnam

02 Nguyen Dinh Chieu St., Nha Trang City, Vietnam

about

### [Online/Offline Cyber Security Training Platform Construction Project at Nha Trang University in Vietnam]

#### (KOICA IBS PROJECT)

Today, Friday date 8th April 2022, herewith the undersigned are:

DUDU IT CO., LTD

Name: Park, Young Sun

Position: CEO

Herewith, on behalf of DuDu IT Co., Ltd., acknowledged as the First Party.

And.

#### NHA TRANG UNIVERSITY

Name: Associate Prof. Dr. Rector Trang Si, Trung

Position: Rector

Herewith, on behalf of Nha Trang University (NTU), acknowledged as the

Second Party.

Both parties perform based on the following rationales:

- 1. The Memorandum of Understanding between NTU and DuDu IT signed on 18<sup>th</sup> April, 2019.
- 2. Implementation plan discussions between both parties, held on Thursday, 20<sup>th</sup> February 2020 at NTU in Vietnam.
- 3. Both parties discussed the Implementation plan, version 1 and 2 by e-mail.
- 4. Both parties agree to make the Cooperation Contract of the 21-22 KOICA IBS Project at NTU with implementation plan the parties as mentioned in the following clauses:

### Clause 1 TERMS AND OBJECTIVES

Both parties agree to continue the cooperation for the KOICA IBS Project at NTU.

### Clause 2 LOCATION AND TIME

Both parties are to manage the project together with the following terms:



- 2.1 Location: The KOICA IBS Cyber Security Training Lab of this project is located at NTU.
- 2.2 Time: The cooperation is managed by both parties until 31<sup>st</sup> Dec 2024, starting from the date of this contract.

### Clause 3 ROLES OF BOTH PARTIES

Both parties related to this cooperation contract are referred to the implementation plan, which is specified in the attached Appendix.

# Clause 4 CONTRACT VALUE AND PROJECT MANAGEMENT

- 4.1 The total value of the KOICA IBS project in this contract is USD 1,000,000; in which:
  - + USD 800,000 is to establish the cyber security training Lab and to purchase and install equipment. This shall be managed by the First Party;
  - + USD 150,000 is to carry out training activities at the Lab. This shall be managed by the Second Party;
  - + USD 50,000 is for project management cost. This shall be managed by the First Party.
- 4.2 Each party should invest necessary education and training resources such as facilities, equipment, instructors, trainees and others that need to implement the project as stipulated in the Appendix.
- 4.3 All resources related to this project are controlled by both Parties.
- 4.4 Second Party shall implement it appropriately within the budget based on the proposals made by First Party and the regulations of the Second Party. After implementing the budget, Second Party should respond to First Party requests for documentary evidence such as receipts and cash receipts, tax invoice, etc.

# Clause 5 FUTURE UTILIZATION OF THE KOICA IBS LAB

- 5.1 After the completion of the KOICA IBS project, in principle, the facilities of the Lab belong to the Second Party as a donation from the First Party. And the facilities shall be used for education and training of regular students of Faculty of IT in NTU.
- 5.2 After the completion of the project, the First Party can use the training Lab only if the Second Party can arrange the availability of the Lab.

## Clause 6 EXPENSES AND COSTS

Expenses and costs related to this cooperation contract are as follow:

- 6.1 First Party shall pay all expenses and costs related to the KOICA IBS project to Second Party.
- 6.2 First Party shall pay additionally all expenses and costs when NTU needs other expenses and costs by consultation between the both parties.

Clause 7
TERMS OF PAYMENT

First party should guarantee payment for Second Party using by any of credit method. Detail payment schedules are as bellow. First party should arrange payment to Second Party through NTU bank account as following:

- Account Name: Nha Trang University
- Account Number: 0581000780799 (SWIFT CODE: BFTV VNVX)
- Bank: Foreign Trade Joint Stock Bank-Nha Trang Branch, Vietnam
- 7.1 First payment:

As much as USD 50,000 of the total contract cost of USD 150,000 to be paid directly to Second Party, shall be paid before 1<sup>st</sup> July 2022.

7.2 Second payment:

As much as USD 50,000 of the total contract cost of USD 150,000 to be paid directly to Second Party, shall be paid before 1<sup>st</sup> July 2023.

7.3 Third payment:

As much as USD 50,000 of the total contract cost of USD 150,000 to be paid directly to Second Party, shall be paid before 1st July 2024.

### Clause 8 FORCE MAJEURE

- 8.1 Force Majeure as mentioned in the contract is condition caused by natural disasters such as floods, fire, mobilization, strikes, plague/epidemic, war, blockade, revolution and riots.
- Whenever Force Majeure occurs as proven with evidence as mentioned in subclause 1, the Second Party is obliged to report officially towards the First Party for at least 3 days after the incident. The First Party has the willing to determine whether the report is acceptable or vice versa according to the facts/evidence proposed.

### Clause 9 CLOSING

- 9.1 This contract is made and signed by both parties in two duplicates with official stamp.
- 9.2 This contract is considered legitimate after both parties signed it.
- 9.3 For all matters excluded in this contract, addendum is to be made on the condition that the additional agreement is not in conflict to this

Incl. Appendix

**FIRST PARTY** 

Park, Young Sun

CEO

SECOND PARTY

NHA THANG

of. Dr. Trang Si Trung

Rector