



INTERNATIONAL ACADEMIC COOPERATION AGREEMENT

BETWEEN

L'UNIVERSITE DU MANS, a public scientific and technological institution, located Avenue Olivier MESSIAEN 72085 LE MANS CEDEX 9 FRANCE, hereinafter referred to as LMU, represented by its President, Prof Rachid EL GUERJOUMA

AND

NHA TRANG UNIVERSITY, a multi-level and multi-discipline public university located 02 Nguyen Dinh Chieu Street, Nha Trang City, VIETNAM, hereinafter referred to as NTU, represented by its Rector, Assoc. Prof. Dr. Trang Si Trung

The UM and UTN hereinafter individually or collectively referred to as "Party" or "Parties", have now hereby agreed as follows:

Article 1:

This Agreement is intended to establish, facilitate and intensify scientific and educational exchanges and to develop cooperation between the two parties in the specialties common to both institutions.

Its aim is to provide a formal framework for contacts between the contracting parties in order to ensure the continuity of cooperative actions carried out in common and to contribute to the educational and scientific outreach of the two partners.

The exchange of knowledge and skills between academics, researchers, technicians and students of both parties will best serve the common scientific interests of each institution.

The two contracting establishments shall make their cooperation efforts along the following lines:

- cooperation projects for research
- training projects
- programs for student mobility, teaching and training.

Article 2:

This agreement will cover all the disciplinary fields common to the two institutions in the field of Sciences and Technology, Engineering Sciences, Humanities and Social Sciences, and Economics and Management. Each pedagogical program concerned by this agreement, in accordance with the authorization received, will be accompanied by a pedagogical agreement signed by both parties.

Article 3:

The coordinators or managers of the cooperation program of each Party shall consult each other whenever they deem it necessary and shall meet at least once a year to ensure the follow-up of this Agreement. They shall draw up an annual review of the activities carried out and / or in progress, which will be communicated to the academic authorities of each Party.

Article 4:

The Parties shall abide by the annex appended to this cooperation agreement.

Article 5:

To the best of their means and in accordance with the laws of their own country, the contracting institutions shall use their best reasonable endeavour to obtain the necessary resources to fulfil the planned activities and tasks.

The financial provisions shall be submitted to the appropriate university authorities for the sake of information and/or approval in accordance with administrative procedures in force in each country.

Article 6:

They shall also abide by the terms and conditions set forth in Annex 1 as pertaining to confidentiality of information of any form whatsoever, publications and intellectual property.

Article 7:

Any modifications of this cooperation agreement or its annex shall be subject to prior written approval of both Parties and shall take the form of an amendment.

Article 8:

This cooperation agreement shall be valid for an initial term of 5 years. It shall commence on the date of signing of both Parties. It may be renewed for further identical terms by mutual agreement, only insofar as in accordance with statutory rules of each institution. At any time during its course, this cooperation agreement may be terminated by either Party. The terminating Party shall send the other Party a six-month notice by letter with signature proof of delivery.

Article 9:

The present agreement shall conform to the rules and standards of international law. In case of difficulty in the interpretation or implementation of the provisions of the present agreement, the parties shall rely on the assessment of the competent arbitration court after an attempt has been made to reach an amicable settlement between the parties.

Article 10:

This cooperation agreement has been done in four (4) original copies, two in French and two in English either versions equally binding. They are identical in their spirit and interpretation. Each party keeps one copy of equal value.

Signed in.....

on the.....

The Rector of Nha Trang University:

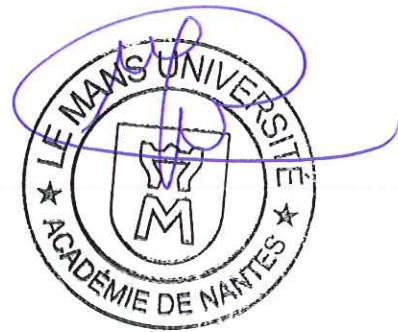
Assoc. Prof. Dr. Trang Si Trung

Signed in *Le Mans*.....

on the *22nd of december 2017*.....

The President of the Université du Mans:

Professor Rachid El GUERJOUA



Annex 1:

CLAUSES ON CONFIDENTIALITY, PUBLICATION AND INTELLECTUAL PROPERTY

CONFIDENTIALITY

All Parties agree to preserve confidentiality and refrain from disclosing to any third Parties any information - under any form whatsoever, including but not limited to any material, data, documents, systems, software, know-how, methodologies, knowledge - obtained from the other Party or to which they might have had access in relation to the execution of this cooperation agreement, directly or indirectly, (hereinafter referred to as “Confidential Information”) and to use such Confidential Information only in relation to the execution of this cooperation agreement.

All Parties shall be responsible for the fulfilment of the above obligations on the part of their employees and students and shall take all necessary measures to guarantee the full enforcement of this confidentiality duty.

The above confidentiality obligations do not apply to information available to the general public.

The above obligations shall be valid from the date of signing of this cooperation agreement up until the information become publicly available, notwithstanding the expiry or termination of this cooperation agreement.

For any purpose whatsoever, this cooperation agreement does not imply any transfer of intellectual and/or industrial property rights or technology transfer on the information disclosed by one of the Parties to the other.

PUBLICATION

Any publication or communication of information, by either one of the Parties, in relation to Results or Know-how developed during the course of this cooperation agreement, shall be submitted, as long as this cooperation agreement is in force and for 12 months following its completion, to written authorization of the other Party which shall provide its decision within less than 2 months from the date of request. Beyond this period, consent shall be deemed to have been given.

Consequently, any envisaged publication or communication shall be subject to the opinion of the other Party which may remove or modify any information in the envisaged publication that is likely to impair the industrial and commercial use of the Results originating from the

programme. Such removals and modifications shall not alter the scientific content of the proposed publication.

Moreover, the other Party may postpone a publication or communication for a period of up to 18 months from the date of the request provided that information contained in the publication or communication is the subject matter of industrial property protection.

Such publications or communications shall indicate the contributions of each Party to the programme.

INTELLECTUAL PROPERTY

The results held by the Parties, independently or prior to the programme, shall remain their sole respective property. The other Party shall, in no way whatsoever, receive rights on related patents and know-how under this cooperation agreement.

A) joint provisions

Trademarks and/or names of each institution remain their sole property and shall not be used by other Party outside the scope of this cooperation agreement.

Results originating from the programme shall be owned:

- jointly by the Parties and each Party shall receive an equal share (50% to LMU and 50% to NTU) provided they arise from common researches. Unless a Party expressly waives its rights, patents shall be filled in the joint names of both Parties which shall share costs whether in France or in a foreign country.

- fully (100%) by LMU provided the programme is carried out on its premises and using its equipment.

- fully (100%) by NTU provided the programme is carried out on its premises and using its equipment.

B) Maintenance of Joint Patents

Maintenance of Joint Patents, from the first date of filing until they become public domain shall be entrusted to the Joint-ownership Managing Institution (Organisme Gestionnaire de la Copropriété).

In that capacity, the Joint-ownership Managing Institution is mandated, on behalf of all the joint owners, to perform procedural formalities for the filing, maintenance, extension of Joint Patents. It may choose to be assisted by an agent to carry out these charges.

LMU is appointed as the Co-ownership Managing Institution for the purposes of this cooperation agreement (depending on applicable laws).

The Parties shall:

- provide to each other all the relevant technical or administrative information required to file and obtain Joint Patents
- ensure that the names of all the inventors are duly mentioned in Joint Patents filings, in accordance with current patent laws
- impose on their employees, mentioned as inventors, to sign and fulfil all the formalities required to file, obtain, maintain and prosecute Joint Patents and, in particular, that they sign the assignment of rights required by the US filing procedure.

In case one of the Parties wishes to transfer ownership in a Joint Patent to a third party, it shall inform the other Party by sending a letter with signature proof of delivery. The other Party shall then be granted a three (3) months right of first refusal under the same transaction terms. Beyond this period, if the other Party turns down this right, deemed acceptance shall occur, in accordance with article L-613-29 paragraph e) of the French Intellectual Property Act.

Prior to any direct or indirect use of results originating from the programme, contingent upon any financial provisions contained in annex 2 of this cooperation agreement, an agreement setting up, in particular, financial terms, shall be signed by all Parties.

Signed in.....

on the.....

The Rector of Nha Trang University:

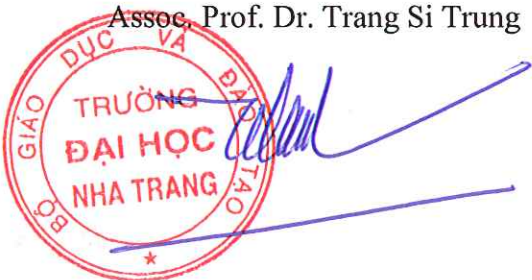
Assoc. Prof. Dr. Trang Si Trung

Signed in..... *de Mans*

on the..... *22nd of December 2017*

The President of the Université du Mans:

Professor Rachid El GUERJOUA

 A blue ink signature of Professor Rachid El Guerjouma.