

MEMORANDUM OF UNDERSTANDING

PREAMBLE.

This Memorandum of Understanding (the "MOU") is entered into as of <Agreement.EffectiveDate> (the "Effective Date") by and between: Avnet Asia Pte Ltd (Co. Reg. No. 199900292C) having its office at 151 Lorong Chuan #05-03 New Tech Park, Singapore 556741 ("Avnet") and Nha Trang University having its address at 02 Nguyen Dinh Chieu St., Nha Trang City, Vietnam ("NTU").

(collectively the "Parties", and each a "Party").

This MOU, when executed, will evidence our mutual intent with respect to the proposed engagement between Avnet and NTU.

1. SCOPE.

A. DESCRIPTION OF PROPOSED ENGAGEMENT.

The Parties wish to jointly collaborate on knowledge sharing, industry outreach and field application development of electronic and semi-conductor components. The scope of the collaboration is as follows and the Parties shall work together to achieve the following objectives:

i. Academic enrichment of students in NTU

The Parties will jointly develop and organize courses (such as seminars, workshops, or specific academic modules) to enrich the students' knowledge of field application of electronic and semiconductor components.

Avnet is able to provide speakers to conduct courses on:

- FPGA workshop
- IOT solutions

ii. Foster linkages to the electronics-related sectors in Vietnam

The Parties will collaborate with a view to act as a connecting node to the electronics-related sectors in Vietnam, through activities that will help NTU and Avnet to foster and strengthen linkages with the electronics-related sectors.

B. NONBINDING NATURE OF THIS MOU.

It is understood by the parties hereto that this Section of this MOU ("Scope") merely constitutes a statement of the current intentions of the parties with respect to a proposed engagement between Avnet and NTU and does not contain all matters upon which agreement must be reached in order for the proposed arrangement to be established or any of the engagements contemplated by this Section to become effective. A binding commitment with respect to any of the matters contemplated by this Section will result only from execution and delivery of a definitive agreement. The provisions of Section 2 and following of this MOU, however, are agreed to be fully binding on the parties hereto upon the Effective Date, unless and until such provisions are superseded by a definitive agreement. Except as expressly provided in Section 2 or one of the following Sections of this MOU, neither Avnet nor NTU shall have any liability or obligation with respect to the proposed engagement,

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hereunder or otherwise, unless and until a definitive agreement is executed and delivered by the parties thereto.

2. CONFIDENTIALITY.

A. OBLIGATION OF CONFIDENTIALITY.

Each party shall maintain strict confidentiality and shall not, without the disclosing party's prior written consent, disclose to any third party information of a commercial or a technical nature which is clearly identified as being proprietary or confidential by the disclosing party and furnished pursuant to this MOU ("Confidential Information"). The receiving party shall use the Confidential Information of the disclosing party only for the purpose of performing this MOU. Confidential Information that is disclosed orally or visually shall be confirmed to the receiving party as confidential or proprietary in writing within ten (10) days after such disclosure.

B. CIRCUMSTANCES FOR DISCLOSING CONFIDENTIAL INFORMATION.

No party shall be liable for disclosing any Confidential Information if

- a. it was known or used by the receiving party prior to the date of such disclosure as evidenced by the receiving party's written records;
- b. it is in the public domain by reason other than a breach of this MOU;
- c. it has legally come into the receiving party's possession through channels independent of the disclosing party; or
- d. it is required by law or legal process to be disclosed.

C. POST TERMINATION EFFECT.

This Section ("Confidentiality") shall survive the termination of this MOU for a period of two (2) years from the date of disclosure of the Confidential Information.

D. INJUNCTION/EQUITABLE RELIEF.

Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that in the event of a breach or threatened breach of this Section, the non-breaching party shall be entitled, without waiving any other rights or remedies, to seek injunctive or equitable relief.

3. EXPENSES.

Except as otherwise agreed, each party will bear its own expenses incurred in connection with this MOU and the proposed engagement.

4. TERM AND TERMINATION.

A. TERM.

This MOU takes effect on the Effective Date and will continue for a period of three (3) years, unless terminated earlier as specified herein.

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B. TERMINATION WITHOUT CAUSE.

Notwithstanding anything to the contrary in this Agreement, either party upon giving the other party at least thirty (30) days prior written notice may terminate this MOU at any time, without cause.

C. TERMINATION FOR CAUSE.

Either party may terminate this MOU immediately for cause by giving written notice to the other party in the event the other party:

- i. becomes insolvent or unable to meet its obligations as they become due or files or has filed against it a petition under the bankruptcy laws;
- ii. ceases to function as a going concern or to conduct its operations in the normal course of business;
- iii. assigns or transfers, either voluntarily or by operation of law, any rights or obligations under this MOU without consent of the party seeking to terminate; or
- iv. fails to perform any obligation under this MOU within ten (10) days after written notice thereof.

5. DATA PROTECTION

NTU shall collect, process and transfer all personal data in connection with this Agreement in accordance with the applicable privacy laws and regulations.

6. GENERAL.

A. NOTICES.

Any notices given under this Agreement will be sent by certified or registered mail, return receipt requested, or by recognized delivery service providing traceability, to the party to be notified at its address set forth above. Notices to Avnet will be sent to the attention of: Avnet Asia Pte Ltd

B. ENTIRE MOU.

This MOU contains the entire understanding of the parties and supersedes all prior or contemporaneous agreements respecting the subject matter hereof.

C. MOU TERMS CONFIDENTIAL.

The terms of this MOU are proprietary and confidential. Neither party will disclose the terms of this MOU except as required to perform its obligations hereunder.

D. NO ASSIGNMENT.

Unless otherwise agreed in writing between the parties, this MOU may not be assigned or transferred by either party to any third party, except that Avnet may assign or transfer this MOU to its subsidiaries, parent, or affiliated entities.

Contract ID:

E. MODIFICATIONS.

This MOU can only be modified in writing signed by authorized representatives of both Avnet and NTU.

F. NO WAIVER.

The failure of a party to require performance by another party of any provision hereof shall not affect the right of such party to require performance at any time thereafter, nor shall the waiver by a party of a breach of any provision hereof be taken or held to be a waiver of a provision itself.

G. GOVERNING LAW/JURISDICTION/ARBITRATION.

This MOU and any disputes arising hereunder shall be governed by the laws of Singapore.

Any dispute arising out of or in connection with this MOU, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in the English language by a sole arbitrator in accordance with the Arbitration Rules of the Singapore International Arbitration Centre.

H. COMPLIANCE WITH LAWS.

The parties shall observe and comply with all applicable laws, rules and regulations applicable to the performance of their respective obligations under this Agreement including, but not limited to, anti-corruption laws (such as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act) and regulations in respect of import or export of Products.

I. INDEPENDENT CONTRACTORS.

The relationship of the parties will be that of independent contractors and the parties agree that this MOU does not establish a joint venture, agency relationship, or partnership. Nothing contained in this MOU will be construed to establish a relationship that would allow a party to make representations or warranties on behalf of another except as expressly set forth herein.

ACKNOWLEDGEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this MOU effective as of the date first above set forth.

< Nha Trang University >
By: 
Authorized Signature
Name: Mr. Nam Quach Hoai, Ph.D
Printed or Typed
Title: Vice-Rector



< AVNET ASIA PTE LTD >
By: 
Authorized Signature
Name: Ms. Tan Aik Hoon
Printed or Typed
Title: Regional President South Asia, Korea & Avnet United



Date: March 1, 2022

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