

MEMORANDUM OF UNDERSTANDING
for Strategic Collaboration

between

Rajamangala University of Technology Phra Nakhon

and

IBM Thailand

On the Launch of

“IBM Academic Initiative Program”

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is intended to outline a proposed Center of Excellence ("COE") and business relationship between IBM Thailand Company Limited ("IBM") with Registered office at Phaholyothin Rd., Bangkok, and Rajamangala University of Technology Phra Nakhon ("RMUTP") with its HQ located at 399 Samsen Road, Vachira Phayabal, Dusit, Bangkok 10300. The effective Date is June 24, 2014.

1. Introduction: IBM is a technology company that offers a wide range of services and solutions that enable organizations to realize the full value of information technology. IBM Thailand strives to integrate its broad range of capabilities- services, hardware, software and research- to help companies here take advantage of the new era of Cloud Computing and Business Analytics by working with the Institutes of Higher Learning to educate students and generate high- value job skills.

Both (RMUTP) and IBM (collectively the "Parties" and each a "Party") wish to enter into this Memorandum of Understanding ("MOU") for the purpose of collaborating on establishing "IBM Academic Initiative Program" to RMUTP staff and students.

IBM and RMUTP's joint goal is to enhance the readiness of competitiveness and high quality of ICT service delivery projects in Thailand for expansion to ASEAN Economic Community on a later date. The collaboration will be the promotion of "IBM Academic Initiative Program's" world class course-ware to ensure quality ICT training for ICT- knowledge certification. The IBM standard course- ware therefore will be applied to various industries in Thailand like: engineering application designs, interactive and digital media- works, chemical and life sciences' ICT users, and business management and service- sector's ICT users. etc.

2. MOU Objectives:

2.1 To leverage on the current collaboration and technology exchange, so as to strengthen capabilities on Thailand's ICT Standard of Practice of ICT computer science, information technology, Business Analytics.

2.2 To provide collaboration on education and training with RMUTP via the "IBM Academic Initiative Program" by leveraging IBM technologies and course- ware. RMUTP will help promote "IBM AI Program" to its members who are university professors, and students, etc.

2.3 To develop ICT Training program that will help RMUTP staff and students, including the other 150,000 ICT specialists in Thailand, for high- value educated professionals through certification- trainings and incorporation of "IBM Academic Initiative Program" and IBM Service Delivery functions.

2.4 To seek for non- commercial research collaboration for projects which can leverage IBM course- ware and open- source products and technologies, etc.

3. Parties Roles:

3.1 RMUTP shall explore, promote and develop collaboration in the following manner:

(a) To manage the operations of RMUTP and provide the necessary facilities, as well as the necessary manpower, including staff and members, to enable RMUTP to achieve its objective; particularly through the 200 IBM training course- ware on Standard of Practice of ICT computer science, information technology, Business Analytics.

(b) To collaborate with IBM, its business- partners and customers on “IBM Academic Initiative Program” that both RMUTP and IBM are interested to pursue with their members.

(c) To work with IBM to plan and facilitate T3- Train- the- Trainers’ training and subsequent RMUTP members and the others via “IBM Academic Initiative Program” to leverage IBM World Class ICT technology.

(d) To plan, and organize activity to promote the professional- certification training- program and encourage RMUTP members and IBM AI Program’s members and the others to take up IBM certifications.

3.2 IBM shall explore, promote and develop collaboration in the following manner:

(a) To consider licensing required IBM software, available via “IBM Academic Initiative program”

(b) To consider providing minimum one (1) time/ year train- the- trainer (T3) training to University Professors who are “IBM Academic Initiative Program” Members on IBM Program Management related courses and other technologies.

(c) To consider providing Professional Training Workshop **at cost** subjected to number of man- days required by the RMUTP program manager.

4. Duration of Cooperation:

4.1 This MOU shall be valid for a period of three (3) **years** from its date of signing or such extended terms as may be mutually agreed by the parties in writing. In the event that any party wishes to terminate the cooperation before

the expiry date, such party shall provide one (1) month's notice in writing to the other Party.

4.2 If any question or clarification shall arise, which is not expressly provided for by this MOU, the same shall be resolved by consultation between the Parties in the spirit of mutual cooperation.

5. General:

5.1 Confidentiality: Each party shall maintain as confidential all information received from the other party that is identified as confidential at the time of disclosure (Confidential Information). Confidential Information shall not include information that is independently developed by recipient or is in public knowledge or is already in the possession of the recipient or is received by receiving party from a third party. Confidentiality obligation shall survive for a period of two years from date of initial disclosure. Each party shall comply with the applicable export and import laws and regulations. The existence and substance of this MOU and the provision of services contemplated hereby will be kept confidential and will not be disclosed to any party here- to any third party without the prior written consent of the other party hereto. Notwithstanding the foregoing, any party may make such public disclosure as it believes, on the advice of counsel, is required by law or by applicable stock exchange regulations, in which case such party will consult with the other party and gain such party's written approval prior to making such disclosure.

5.2 Publicity: Neither party shall make any press release regarding this MOU or any of its terms without the other party's prior written approval. Parties agree not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this MOU in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party.

5.3 Governing Law. This MOU shall be governed by the laws of Thailand, without regard to its conflict of laws provision.

5.4 Save for any obligations of confidentiality mentioned in this MOU herein, this MOU is not a legally binding contract and under no circumstances does this MOU subject any of the Parties to liability for breach, whether material or minor, of contract or to any other form of liability under the Thailand law or any other applicable laws.

5.5 Nothing contained in this MOU will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MOU or not. Each party will own any intellectual

property created by it during the period of the MOU. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

5.6 It is understood that this MOU does not purport to cover all aspects of this business relationship.

5.7 This MOU cannot be modified except by a written agreement signed by the authorized representative of each party. Any reproduction of this MOU by reliable means will be considered an original of this document.

5.8 Each party will be responsible for its own expenses in connection with these discussions. Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.

For and on behalf of :

For and on behalf of:

RMUTP

IBM Thailand Company Limited

By



Authorized Signature

By



Authorized Signature

Name (type or print):

Assoc. Prof. Viroch Impithuksa, Ph.D

Name (type or print):

Parnsiree Amatayakul

Title (type or print):

Acting President of RMUTP

Title (type or print):

Managing Director

Date:

Date:

In the presence of:

In the presence of:

Signature:

Name: Chieanchuang Kalayanamitr, Ph.D.

Designation: Advisor

Signature:

Name: Jadesada Kraisingkorn,

Designation: Country Manager, Software Group



Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

1. Disclosure

Information will be disclosed either:

- 1) in writing;
- 2) by delivery of items;
- 3) by initiation of access to Information, such as may be in a data base; or
- 4) by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

2. Obligations

The Recipient agrees to:

- 1) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- 1) its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

3. Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

4. Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

- 1) already in its possession without obligation of confidentiality;
- 2) developed independently;
- 3) obtained from a source other than the Discloser without obligation of confidentiality;
- 4) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 5) disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

5. Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

6. General

This Agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this Agreement will not in any way limit the Recipient from:

- 1) providing to others products or services which may be competitive with products or services of the Discloser;
- 2) providing products or services to others who compete with the Discloser; or
- 3) assigning its employees in any way it may choose.

Only a written agreement signed by both of us can modify this Agreement.

Either of us may terminate this Agreement by providing one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

Both of us consent to the application of the laws of Thailand to govern, interpret, and enforce all of our and your rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

7. Import /Export

The Recipient will:

- 1) comply with all applicable export and import laws, regulations, and associated embargo and sanction regulations, including prohibitions on export for certain end uses or to certain end users, and
- 2) unless authorized by applicable governmental license or regulation, not directly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations.

This section will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

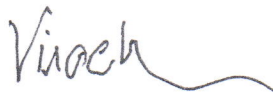
This Agreement is the complete and exclusive agreement regarding our disclosures of Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:

Agreed to:

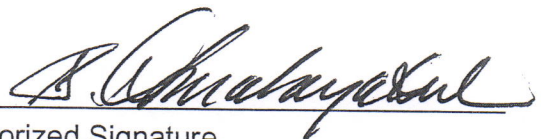
IBM Thailand Company Limited

By



Authorized Signature

By



Authorized Signature

Name (type or print):

Name : Parnsiree Amatayakul

Title (type or print):

Title : Managing Director

Date:

Date:

Address:

IBM address: 388 Phaholyothin Road,
Phyathai, Bangkok 10400

After signing, please return a copy of this Agreement to the "IBM address" shown above.