SAMAR COLLEGES, INC.

Catbalogan, Samar

Philippines

and

DONG THAP UNIVERSITY

Dong Thap, Vietnam

MEMORANDUM OF UNDERSTANDING (MoU)

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU") is dated this 22th day of October 2024.

BETWEEN

SAMAR COLLEGES, INC., a private educational institution established in 1949, duly registered at the Securities and Exchange Commission (SEC) with Company Reg. No. 6775 offering government recognized multidisciplinary programs, whose address is at Mabini Avenue, Catbalogan City, Samar, Philippines (hereinafter referred to as "SC"), of the one part;

AND

DONG THAP UNIVERSITY, a state university established under Republic Act 9313 whose address is at 783 Phạm Hữu Lầu, Phường 6, TP. Cao Lãnh, Đồng Tháp, Vietnam (hereinafter referred to as "DThU"), of the other part.

SC and DThU shall hereinafter refer to singularly as "the Party" and collectively as "the Parties".

WHEREAS:

A. Samar Colleges, Inc. is a private educational institution established in 1949, duly registered at the Securities and Exchange Commission (SEC) with

Company Reg. No. 6775 offering government recognized multidisciplinary programs - basic, tertiary and graduate education.

B. Dong Thap University is a public multidisciplinary institution directly under the Ministry of Education and Training of Vietnam, established with its initial name Dong Thap Pedagogical University pursuant to Decision N0. 08/2003/QĐ-TTg dated 10 January 2003 of the Prime Minister and renamed Dong Thap University pursuant to Official Dispatch N0. 5830/VPCP-KGVX dated 4 September 2008 (hereinafter referred to as "DThU").

C. The Parties hereby agree to enter into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE 1
OBJECTIVE

To meet the increasing need for high-quality human resources for internationalization and global integration, SC and DThU mutually agree to sign this MoU. This MoU outlines the Student Exchange Program between the two parties (hereafter referred to as both Parties).

ARTICLE 2
AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force in the Philippines and Vietnam, endeavor to take necessary steps to encourage and promote co-operation in the following areas:
   (a) Support to faculty and students;
   (b) Support to faculty and researchers;
   (c) Exchange of academic information and publications;
   (d) Joint research and internationalization endeavors;
   (e) Joint organizers of international research conferences; and

(f) Any other areas of co-operation to be mutually agreed upon by the parties.

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

ARTICLE 3
FINANCIAL ARRANGEMENTS

1. SC and DThU will mutually decide on the financial support to be given to their participating faculty and students. The process shall be on the basis of the existing guidelines set by SC and DThU in consonance with their respective policies, rules and regulations.

2. Any other activities that involve cost and financial implication will be discussed further by the Parties.

ARTICLE 4
EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU serves only as a record of the Parties' intentions, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 5
ENTRY INTO EFFECT AND DURATION

1. This MoU will come into effect on the date of signing and will remain in effect for a period of five (5) years unless terminated by either Party by giving six (6) months notice in writing.

2. This MoU may be extended for a further period of two (2) years subject to mutual agreement in writing by the Parties.

3. The termination of this MoU will not affect the implementation, where practicable, of ongoing activities/programs, which have been agreed upon prior to the date of termination of this MoU.

ARTICLE 6
CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.

2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

ARTICLE 7
INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.

2. The ownership of the intellectual property rights in respect of any technological development and any products and services development carried out jointly by the Parties shall be discussed, determined and agreed upon by the Parties.

3. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.

ARTICLE 8
REVISION, MODIFICATION AND AMENDMENT

The Parties may revise, amend or modify all or any part of this MoU by way of a supplementary MoU in writing. Such revision, amendment or modification, if mutually agreed upon, shall come into operation on such date as may be determined by the Parties. Any revision, amendment or modification shall be done without prejudice to the rights and obligations arising from or based on this MoU prior or up to the date of such revision, amendment or modification.

ARTICLE 9
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE 10
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party or tribunal.

ARTICLE 11
NOTICES

Any communication under this MoU will be in writing and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of SC and DThU, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when

delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To SC : **RHETT CAESAR L. PICZON**
Chairman of the Board of Directors and School President
Contact Person: Marilyn D. Cardoso, PhD
Tel : 0917-322-1297/0918-936-6839
Fax : (055) 251-3021
E-mail : rhett.piczon@samarcollege.edu.ph/
marilyn.cardoso@samarcollege.edu.ph

To DThU : **HO VAN THONG**
Rector
Contact Person: Ms. Nguyen Anh Thu
Tel : (+84) 919516606
Fax : _____
E-mail : nathu@dthu.edu.vn

IN WITNESS WHEREOF the Parties hereto have executed this MoU in two (2) identical copies to one and same effect on the day and year first above written.

For and on behalf of
SAMAR COLLEGES, INC.

RHETT CAESAR L. PICZON
President
Samar Colleges, Inc.

For and on behalf of
DONG THAP UNIVERSITY

HO VAN THONG
Rector
Dong Thap University

In the presence of:

Dr. MARILYN D. CARDOSO
SVP Programs Devt and QA

In the presence of:

Ms. NGUYEN ANH THU
Head of International Affairs Office

LE CHANH TRUC
IAO, Staff