

DATED THE SEVENTEENTH DAY OF OCTOBER 2008

Between

Vinh University

and

The Vietnam Education Foundation Fellows Association

MEMORANDUM OF UNDERSTANDING
in relation to the proposed establishment of
an engineering and science library for higher education in Vietnam

THIS MEMORANDUM OF UNDERSTANDING is made on 17 October 2008:

BETWEEN:

- (1) Vinh University ("**VinhUni**"), having its office at 182B Le Duan Street, Vinh;
- (2) The Vietnam Education Foundation Fellows Association, a fellow entity of the Vietnam Education Fund, an independent federal agency created in the United States of America and having its registered office at 40C – Marston Hall, the University of Massachusetts at Amherst, Amherst, MA-01003, USA ("**VEFFA**").

(collectively, the "**Participants**" and each, a "**Participant**")

Whereas:

- (A) VEFFA is desirous of and commitment to establishing and developing a successful engineering and science library (the "**Library**") for higher education in Vietnam with its books and research materials are written in English and are initially donated by American and Vietnamese students and professors in the US. VinhUni affirms its intention to cooperate with VEFFA to develop and manage the Library.
- (B) The Participants wish to set out in this Memorandum of Understanding (the "**MOU**") the broad in-principle understanding among them to cooperate with each other for the purpose as stated in Recital (A) above.

The following reflects the understanding between the Participants:

1. **Effective Date:**

This MOU shall come into effect upon the date of signing and shall be valid until the execution of a formal collaboration agreement between the Participants in relation to the Project (as defined in Clause 2.1 below).

2. **The Proposed Establishment of the ESLIB:**

2.1 Subject to the approval of all relevant governmental and regulatory authorities, and subject to the availability of funds, the Participants propose to establish a library at VinhUni (the "**Project**");

2.2 Within 30 days after the date of signing of this MOU, the Participants intend to consult and devise a timetable for action. The Participants desire to establish the Library by 2009;

2.3 The library shall be named VinhUni-VEFFA Library; located in graduate section of the main library of VinhUni.

2.4 The VinhUni-VEFFA Library is also a member of the Network of VEFFA Libraries

- 2.5 The collection of the VinhUni-VEFFA Library will serve all communities in the following order of priority:
- (a) VinhUni students, lecturers, and researchers;
 - (b) VEF fellows; and
 - (c) general public from other universities, institutions (after having registered at the VinhUni main library).
- 2.6 For the purpose of resource management, VinhUni-VEFFA Library is supervised by VinhUni Main Library. The Main Library carries out annual survey on effectiveness of resources usage, condition of books and other materials to report to VinhUni and VEFFA.
- 2.7 The ownership of the books in collection is in one of the two types:
- (a) VinhUni ownership for books that are purchased and donated by VEFFA; and
 - (b) Fellow ownership for books that are shared by VEF fellows. This is a service provided by VinhUni-VEFFA Library for those books which VEF fellows want to share but do not want to donate.

3. Role of Each Participant:

- 3.1 VEFFA and VinhUni shall be the co-founders of VinhUni-VEFFA Library;
- 3.2 Both participants shall work closely together to make the Project a success; and
- 3.3 VinhUni Main Library is responsible for book management, exploitation, ensuring the efficiency and common regulations for all communities as mentioned in clause 2.4.

4. Responsibilities of Each Participant:

- 4.1 Responsibilities of VinhUni: VinhUni shall work to:
- (a) establish a project team ("**Project Team**") within VinhUni to lead the Project. The names, titles and organizations of Project Team members are intended to become available within 30 days after the signing of this MOU;
 - (b) prepare proper infrastructure for the setting up and operation of the Library;
 - (c) select and designate appropriate staff and facilities, including but not limited to librarians, library space and reading room, for the Project; and
 - (d) pay all costs arising in connection with the importation into and transportation of books from the United States of America to Vietnam and within Vietnam (including but not limited to tax and censorship fees if applicable), as well as the operation and maintenance of the Library at VinhUni.
- 4.2 Responsibilities of VEFFA: VEFFA shall:
- (a) obtain books through donations and/or purchase outside Vietnam and deliver the books to the Library;

- (b) pay all expenses in connection with the obtaining of books, including costs of shipping the books within the United States of America; and
- (c) develop and promote the Library in collaboration with VinhUni.

5. Non-Binding

The Participants agree that this MOU merely summarizes the broad in-principle understanding between the Participants and it shall not be construed as a legally binding agreement.

In witness whereof the Participants have set their hands on the day and year.

Signed by _____

for and on behalf of Vinh University

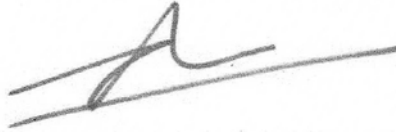


Name: Dr. Tung S. Ngo

Title: Vice Chancellor of Vinh University

Signed by _____

for and on behalf of the Vietnamese Education
Foundation Fellows Association



Name: Mr. Hoang Q. Nguyen

Title: President of VEFFA