

University Partnership Program



**AGREEMENT BETWEEN
ROCKWELL INTERNATIONAL
(OVERSEAS) CORPORATION**

AND

**HANOI UNIVERSITY OF TECHNOLOGY
FOR THE ESTABLISHMENT OF
HANOI UNIVERSITY OF TECHNOLOGY-
ROCKWELL AUTOMATION LABORATORY**

ALLEN-BRADLEY • ROCKWELL SOFTWARE **Rockwell
Automation**

This Agreement is made and dated as of June 24, 2008 between Rockwell International Overseas Corporation (hereinafter referred to as "RIOC") and Hanoi University of Technology (hereinafter referred to as "HUT").

In consideration of the mutual covenants and agreements set forth herein and intending to be legally bound hereby, the parties agree as follows:

1. Hanoi University of Technology-Rockwell Automation Laboratory (hereinafter referred to as "the Laboratory"):

1.1 The objective of the Laboratory:

- 1.1.1. Education for students majored in Industry Automation and other related program.
- 1.1.2. Technical platform for research and industry projects.
- 1.1.3. Rockwell Automation brand recognition and commercial business demonstration.
- 1.1.4. Facility base for Rockwell Automation customer pre-sales training.
- 1.1.5. Relationship building between HUT and local industry and community.

1.2 RIOC agrees to deliver and donate to HUT the Rockwell Automation products (the "Demo") which should be used in HUT Laboratory. A list of the Equipment that donated by RIOC (hereinafter referred to as "Equipment") is attached hereof as **Appendix I;**

1.3 The management of the Laboratory:

The Director and Principal Deputy Director of the Laboratory will be selected jointly by RIOC designated representative-China University Partnership Program (hereunder referred to as "UPP") and HUT. A qualification description for such candidates is as follows:

- 1.3.1. Have a high level of English language ability;
- 1.3.2. Majored in Industry Automation or related programs;
- 1.3.3. Will work as the Director or Deputy Director of the Laboratory for at least two years.

1.4 The usage of the Laboratory:

The Laboratory will be used for (i)the education of HUT's students that major in Industrial Automation and other related programs; (ii)a demonstration center for RIOC and its affiliates companies' products; and (iii)customer training center for RIOC and its affiliates companies. UPP will be responsible for the coordination of all parties regarding the usage of the Laboratory. A detailed usage guideline is attached here of as **Attachment I**.

2. RIOC's Responsibilities:

- 2.1 RIOC shall make reasonable efforts to keep the Laboratory equipment updated; RIOC UPP reserves the right to decide the amount and time periods between donations based upon Rockwell Automation new equipment availability, and university equipment utilization, innovative activities, investment (including funds, equipment and human resources) and laboratory management efficiency.
- 2.2 UPP will coordinate with RIOC and its affiliates companies' sales and engineers to provide necessary trainings for the teachers who work in the Laboratory. UPP will coordinate with the Laboratory to arrange pre-sales training in the Laboratory. Please refer to as **Attachment II**;
- 2.3 Subject to RIOC's sole discretion, RIOC and its affiliates companies will provide the following scholarships and funding:
 - 2.3.1. "Rockwell Automation Scholarship" for outstanding students of HUT;
 - 2.3.2. "Teacher Award" to instructors of industry automation and related department;
 - 2.3.3. "Laboratory Director Fund" to the Laboratory Director;
 - 2.3.4. Relevant fund for following programs: (i) training for RIOC and its affiliates companies' customers; (ii) application articles and paper published or paper for RIOC appointed seminars/conference to promote Rockwell Automation technology; (iii) translation; and (iv) marketing activities to support RIOC and its affiliates companies' marketing activities;The detailed description for the above programs is all attached here of as **Attachment III**.

3. **HUT's responsibilities:**

- 3.1 HUT, at its own expense shall maintain and repair the Equipment donated by RIOC to keep them in as good a condition as that in which it was received. The Equipment shall be used and stored in a secure environment, without exposure to hazardous elements, water or other natural or man-made hazards. Removal and transfer of the Equipment to any other location or site will be subject to prior approval of UPP and RIOC;
- 3.2 HUT will be responsible and hold RIOC harmless from and against any and all loss, liability, cost or expense arising out of use of the Equipment, including, but not limited to, claims for personal injury, Equipment damage or workmen's compensation. RIOC assumes no liability of any kind with respect to the use of the Equipment. Other than as expressly stated herein, RIOC makes no representations and warranties of any kind, and HUT will use or maintain the Equipment at its sole risk;
- 3.3 HUT will provide the appropriate space for the Laboratory free of charge. HUT will make all necessary arrangement to receive the donated Equipment from RIOC, including going through all the required legal and customs procedures as

well as being responsible for the related expenses. Upon the receipt of the Equipment from RIOC, HUT shall provide an acknowledgment letter to RIOC, including copies of the customs documents. Please see the **Attachment IV** for a sample of the acknowledgment letter;

- 3.4 HUT will provide appropriate funding to the Laboratory's account within six months upon the delivery of RIOC's Equipment. The guideline of the funding usage is as follows:
In order to facilitate the progressive growth of the Laboratory, make fully use of the donated equipment and maintain the Laboratory in first class level, HUT shall invest at least 30% of the donated equipment value so as to support the Laboratory to run smoothly for students' education when Rockwell Automation donated equipments list is finally made. This fund will be used for:
- a. Supporting the daily laboratory operation, such as industry demo development.
 - b. Repairing broken equipment beyond the warrantee period.
- RIOC will consider the fulfillment of the investment as one of the important elements for further cooperation.
- 3.5 HUT shall establish the curriculum to maximize the use of the Laboratory for the students' education, including the selective courses and compulsory courses.
- 3.6 HUT shall be responsible for the day-to-day operational costs and maintain the Laboratory in an organized and clean manner to project a professional image for both RIOC and HUT;
- 3.7 HUT shall provide the necessary assistance to the scholarship/teacher award selection process;
- 3.8 HUT shall be responsible for keeping a record of the students who have been educated in the Laboratory and maintain these students' contact information, even after their graduation;
- 3.9 HUT shall assist RIOC with annual equipment inventory check and provide detailed inventory report at the end of each calendar year;

4. Terms:

Once signed by both parties, the initial term of this agreement will commence as of the date first above written and will continue for a period of two years.

5. Modifications:

No modification of the agreement will be binding unless by written agreement signed by duly authorized representatives of the parties in which express reference is made to the provision of the agreement or Attachments being modified.

6. **Proprietary Right of Logos and Trademarks**

RIOC retains all proprietary rights with respect to Rockwell Automation logos and trademarks. HUT is not allowed to use this information without RIOC's prior written consent.

7. **Confidentiality:**

Each party agrees to keep the terms of the agreement and its attachments confidential and not to disclose same to any unrelated or non-authorized third party without the prior consent of the other.

8. **Dispute Resolution:**

All unsolved disputes arising out of or in connection with the present agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The arbitration shall be conducted by one arbitrator. The arbitration shall be conducted in the English language in Beijing.

9. This agreement shall supercede all the agreements that signed by both parties. In case of any dispute between this agreement and its attachments hereof, this agreement shall prevail. There are two originals of this agreement; each party will keep one signed copy. In case of a translation of this Agreement, the English version shall prevail.

Rockwell International Overseas Corporation

Hanoi University of Technology

Bruce Quinn

Name

Nguyen Trong Giang

Name

Vice President

Title

President

Title



Signature



Signature

Date: June 24, 2008

Date: June 24, 2008

THIS IS A TRUE COPY OF THE ORIGINAL DOCUMENT
Hanoi, 1 / 2008



VICE - DIRECTOR
INTERNATIONAL COOPERATION DEPARTMENT
Dr. Ha Manh Thu

Appendix I
Donation List for Hanoi University of Technology

Qty	Catalog #	Description	Price(USD)
6	1756-CNBR	CONTROLNET BRIDGE MODULE - MEDIA	12540
12	1756-TBCH	36 PIN SCREW CLAMP BLOCK	1008
12	1756-TBNH	20 POSITION NEMA SCREW CLAMP BLOCK	792
6	1794-ACN15	FLEX ADP, CNET	3138
12	1794-PS13	FLEX PS, 24VDC 1.3A	1776
12	1794-IB32	FLEX 24VDC, 32IN SINK	4344
24	1794-TB32	FLEX TERM BASE, SCREW FOR 32CH	3672
12	1794-IB16D	FLEX 24VDC, 16IN SINK, DIAG	3108
12	1794-OB16D	FLEX 24VDC, 16OUT SRCE, DIAG	3672
24	1794-TB3	FLEX TERM BASE, 3-WIRE SCREW	3552
12	1794-OB16	FLEX 24VDC, 16OUT SRCE	3900
12	1794-IA16	FLEX 120VAC, 16IN	3456
12	1794-OA16	FLEX 120VAC, 16OUT	3972
12	1786-XT	CONTROLNET 75 OHM TERMINATOR PLUG	89
12	1786-TPS	CONTROLNET T-TAP/STRAIGHT	1248
6	1786-RG6	CONTROLNET RG6 QUAD SHIELD COAX CABLE	3558
6	1756-DNB	DEVICENET BRIDGE/SCANNER MODULE	7260
6	1794-ADN	FLEX ADP, DNET	1962
24	1794-TB3	FLEX TERM BASE, 3-WIRE SCREW	3552
6	20DB4P2A2EYNANANE	PowerFlex700S Drive - DeviceNet	8880
6	20-COMM-D	PowerFlex 70/700 DeviceNet Communication Adapter	1488
6	20-HIM-A0	PowerFlex Architecture Class HIM Filler Plate	403
6	1321-3R4-A	Line Reactor, Open Style, 4 Amps, 3.0 mh	276
12	1769-SDN	DEVICENET SCANNER FOR 1769 CONTROLLERS	10656
12	1769-PA2	PWR 120/240 VAC INPUT 2 AMP @ 5 VDC OUTPUT	3708
12	1769-ECR	RIGHT END CAP/TERMINATOR	446
12	1769-IQ32	1769 32 POINT 24VDC INPUT MODULE	5772
12	1769-OB32	1769 32 POINT 24VDC OUTPUT MODULE	7032
12	1769-IF4	4 CHANNNEL ANALOG CURRENT/VOLTAGE INPUT	6672
12	1769-OF2	2 CHANNEL ANALOG CURRENT/VOLTAGE OUTPUT	6672
12	1485A-T1E4	KWIKLINK IDC TERM NEMA6P	258
30	1485P-P1E4-R5	KWIKLINK NEMA 6P	1050
30	1485K-P1F5-C	KWIKLINK DROP CORDSET	579
6	1485T-P1E4-B1	KWIKLINK DROP, CL1 CABLE	368
6	1485C-P1E75	KWIKLINK CL1 CABLE	1638
6	1606-XLDNET4	DeviceNet Power Supply - 91W, 24V DC, 3.8A	1488
6	1756-ENBT	CLX ETHERNET/IP 10/100 BRIDGE MODULE	12120
6	1756-PA75	85-265V AC POWER SUPPLY (5V @ 13 AMP)	6960
6	1756-A10	10 SLOT CONTROLLOGIX CHASSIS	3744
6	1756-L61	LOGIX5561 PROCESSOR WITH 2MBYTE MEMORY	34980
6	1756-IB16D	10-30 VDC DIAGNOSTIC INPUT 16 PTS (36 PIN)	3744
6	1756-OB16D	19-30 VDC DIAGNOSTIC OUTPUT 16 PTS	5004

6	1756-OA16	74-265 VAC OUTPUT 16 PTS (20 PIN)	3996
6	1756-IA16	79-132 VAC INPUT 16 PTS (20 PIN)	2844
12	1769-L32E	COMPACTLOGIX ETHERNET PROCESSOR	35880
6	2711-T6C20L1	PV600 COLOR TOUCH, ENET & RS232 PRINT	12600
10	9324-RLD250ZHE	RSLogix5000	14040
10	9355-WABGWENE	RSLinx	14742
10	9357-ENETL3	RSNetWorx for EtherNet	10296
10	9357-CNETL3	RSNetWorx for ControlNet	10296
10	9357-DNETL3	RSNetWorx for DeviceNet	10296
10	9701-VWSB000AENE	RSView	50076
		Grand Total:	\$355,603

Attachment I

The Laboratory usage guideline

1. Training:

RIOC UPP will help coordinate the location and time for the business units who require pre-sales training support. The business units will be responsible for reimbursing the Laboratory: US\$ 60 / day (after tax) venue fee and US\$100 / day (after tax) for each primary instructor. If the training is not conducted by the Laboratory without the assistance of Laboratory staff, HUT will receive US\$60 / day (after tax) reimbursement for venue fee.

2. Application articles:

RIOC UPP will be responsible for coordinating the relative business units for reimbursing US\$25 for each 1000 Vietnamese characters for articles about Rockwell products edited by professors and published in local technical magazines, or application articles based on comparative studies/success stories, including editing from other source materials from Marketing. HUT is required to provide the paper prior to the publication to RIOC UPP. For those papers which have been published without prior approval from RIOC UPP is not obligated to provide reimbursement.

3. Paper Presentation on Automation Conferences:

RIOC encourages University staff to participate in automation conferences to present their experience with Rockwell Automation products and technologies. Upon the consent from RIOC, RIOC UPP will coordinate with the related business units to pay US\$100/paper to the author and make sure that the related travel expenses so incurred in line with the Rockwell Automation business units related policy will be reimbursed against official invoice by the business units.

If Rockwell Automation business units publish the paper for internal distribution (to SIs, DIs and key customers), Rockwell Automation will not apply for approval from HUT in advance and there is no additional reimbursement incurred.

4. Translations:

For the translations required by Rockwell Automation business units, the Laboratory is to take the lead for translation of Rockwell Automation literature into proper Vietnamese/English. The proof reading by HUT is required before sending to Rockwell Automation business units and the electronic translation shall be submitted to Rockwell Automation business units. The related Rockwell Automation business unit will compensate at US\$20 for each 1000 Vietnamese characters for translation from English to Vietnamese; additional cost will be born if the translation is an urgent request. HUT is prohibited to use the translation in any business activity without consent from RIOC.

The definition of expedited service and amount of compensate are decided by the communication result of both parties in advance.

5. Market Development/Lead Finder:

If HUT directs automation customers to Rockwell Automation successfully, RIOC will coordinate with Rockwell Automation affiliates companies to decide whether or how to reward the Laboratory accordingly based on the amount of business generated. It can be divided among several parties involved; or, Rockwell Automation business units will work with HUT to complete the project.

6. Note: All reimbursement mentioned above in this addendum refers to net income.

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Attachment II Training

Presales Training

In order to tie academic and local industry together, and facilitate the progressive growth of the Laboratory, RIOC sets forth the following supplement about the customer training.

1. All Rockwell Automation and its affiliates companies' pre-sales training using the Laboratory will only be conducted with the approval of RIOC UPP. This approval must be in writing and given at least one week in advance.
2. HUT can not quote or provide any non pre-sales training to the customer without consent from the RIOC UPP.
3. If HUT receives any request for detailed and thorough technical customer training, HUT shall contact the RIOC UPP for coordination and approval. No other form of commercial utilizing the Laboratory is allowed without the paper approval from RIOC UPP.
4. Definitions of Pre-sale Training and non pre-sales training.
 - Pre-sale Training is basically a "Product Overview" covering the basic and fundamental concept and presentation of features, benefits, and functions. The presentation for each product (including hands-on labs) does not exceed four hours.
 - Non pre-sales training is an overall training of application, operation, troubleshooting etc. of Rockwell products.

Note:

1. HUT is prohibited to provide any charged training to Rockwell Automation customers without the approval from RIOC UPP in advance.
2. HUT is prohibited to quote the training to Rockwell Automation customers without the approval from RIOC UPP in advance.

Lab staff training

RIOC UPP Management will provide all or part of following trainings on a periodic basis:

- Laboratory Director Meeting
- Technical Training
- Products Training
- Other similar exhibition

Attachment III

Rockwell Automation Scholarship Description

Rockwell Automation Scholarships will be awarded at HUT for outstanding BS and MS students.

1. RIOC UPP agrees to establish scholarships for selected students with outstanding performance in the fields of Industrial Automation and related programs. The goal is that at least 60% of all scholarships go to students with a strong concentration in Industrial Automation and the department where the Laboratory is located. Qualified students who have worked or are currently working in the Laboratory will receive special consideration.
2. The scholarship selection starts in early April. Either the Director or designated teacher should be in charge of this work. All applications, university address and account should be submitted to RIOC UPP no later than April 10th. HUT shall provide the students name list and application materials to RIOC UPP. HUT must provide 50% more applicants than scholarships in each category to be awarded.
3. Rockwell Automation Scholarships will be awarded at a formal ceremony organized by HUT at a mutually agreed upon time and location in June. HUT shall provide the related logistic services and location free of charge.
4. Rockwell Automation MS Scholarships will be awarded to five Master students with the amount of US\$400/person/year. The awardees should have at least one more year of study in HUT after receiving the scholarship. The students who used to work or are currently working in the Laboratory will receive priority.
5. Rockwell Automation BS Scholarships will be awarded to ten BS students with the amount of US\$250/person/year. The awardees should have at least one more year of study in HUT after receiving the scholarship. The students who used to work or are currently working in the Laboratory will receive priority.
6. RIOC will remit the total amount of Rockwell Automation Scholarships in US\$ to the account of HUT in mid May each year. Upon receipt, HUT shall issue an official invoice to RIOC. Cash and award certificate will be presented for each scholarship recipient at the awards ceremony.
7. HUT shall submit the personnel information form to RIOC UPP and will assist RIOC UPP to maintain the telephone and mail/e-mail contact with Scholarship recipients following graduation.
8. Lab Director or teachers working in the Laboratory is one of the standing members of the scholarship Reviewing Committee.
9. The amount of scholarships to the students shall not be deducted by HUT for any other purposes without the consent from RIOC. HUT should not charge RIOC UPP or awardees for

any services. Once found, HUT will lose all Scholarship/Teacher Award qualification in the following year, and all funds will be taken back by RIOC UPP Management.

10. RIOC has the right to make the scholarship adjustment in terms of the amount and time-length based on the Laboratory operation and management.

Teacher Award Description

RIOC will provide two Teacher Awards to the selected two instructors at HUT in the amount of US\$600/person/year.

Objective: To recognize and reward teachers in the field of Industrial Automation or related programs for their exceptional achievements and contributions to the teaching of his/her field.

Selection Criteria: The candidates should obtain excellent achievements in research and development and teaching with strong concentration in automation or related field. The candidates must demonstrate to RIOC their expertise and instructional and technical achievements in this field. The candidates should be recommended by Automation Department (Automation Control; Industry Automation etc.); Electrical Engineering; Mechanical Department and Computer Science Department. RIOC UPP will set up the Reviewing Committee. Department recommendation, publications, awards, and seminar participation will be the main criteria for selecting the Excellent Teachers.

1. A minimum of four or more candidates will be provided by HUT. Candidates will submit an application by April. Reviews will be accomplished and selections will be made by May. Awards will be presented at the same time as the Scholarships. Recipients of this award are ineligible for a two-year period.
2. RIOC UPP and Rockwell Automation Vietnam staff will review the applications together and make final decisions.
3. The amount of teaching awards to the teachers shall not be deducted by HUT for any other purposes without the consent from RIOC.
4. The award will be awarded directly to the selected teacher. RIOC reserves the right to change the amount and time of the award due to the Laboratory operation and management as well as the business change of Rockwell Automation.

Laboratory Director Fund Description

RIOC will provide the Laboratory Director Fund to the Laboratory Director at HUT in the amount of US\$1,600 per year. The fund should be used in daily lab operation and maintenance. The Laboratory Director should provide a disbursement report with valid invoices to RIOC UPP within twelve months after receipt of the fund, otherwise, the following year's Laboratory Director Fund will not be provided.