Rev. 9/22/2015
Non-federal
Grant Funded

SUBAGREEMENT NO. 16-858
Firm Fixed Price

between
Arizona Board of Regents
for and on behalf of
Arizona State University
and
Ly Tu Trong Technical College

Issued Under

Prime Sponsor/Sponsor: Intel
Prime Award/Award No: 11-018544
Subrecipient DUNS No: 555317949

This Subagreement, effective on the date of the last signature below, is made and entered into by and between the Arizona Board of Regents for and on behalf of Arizona State University, with a principal place of business at 660 S. Mill Ave., Tempe, AZ 85281 ("ASU"), and Ly Tu Trong Technical College, with a principal place of business at 390 Hoang Van Thu St., Ward 4, Tan Binh Dist. ("Subrecipient").

WHEREAS, ASU is recipient of the referenced award ("Prime Award") for support of a sponsored research project entitled "Higher Engineering Education Alliance Program Female Student Scholarship Program 2015;" and

WHEREAS, Subrecipient has proposed to assist ASU in the accomplishment of this project;

THEREFORE, the parties agree as follows:

I. SPECIAL PROVISIONS

l. **SCOPE OF WORK**. Subrecipient will use reasonable efforts to perform the work and deliver any reports or other requirements specified in the Statement of Work, **Attachment A**.

2. **PERIOD OF PERFORMANCE**. This Subagreement will begin on October 1, 2015 and will terminate on December 31, 2015, unless modified or extended by the mutual written consent of both parties or terminated under Section II. General Provisions, 9. Termination.

3. **KEY PERSONNEL**. Subrecipient's Principal Investigator, Pham Huu Loc, will not be removed or replaced unless Subrecipient first obtains the prior written consent of ASU. ASU's

Principal Investigator, Jeffrey Goss, is authorized to exercise the technical direction of this project within the general scope of work.

4. COMPENSATION.

(a) Compensation will be on a firm fixed price basis in an amount not to exceed 39,000,000 VND ("Compensation Amount") for work performed in accordance with the Budget and the Payment-Deliverables Schedule, both in **Attachment B**.

(b) Subrecipient will establish a separate account for all funds specified in this Subagreement and will use them to purchase necessary supplies, equipment, defray travel, and will employ the necessary personnel to perform this Subagreement.

5. INVOICING. Subrecipient will submit invoices in accordance with **Attachment B**, Payment-Deliverables Schedule, in order to receive payment.

(a) All invoices will reference **Subagreement No. 16-858**, and must include a unique assigned number to avoid duplication. Invoices will also include the signature of Subrecipient's officer or other responsible party with language certifying that the requested expenses are allowable and in accordance with the Subagreement. Questions regarding invoices may be directed to: Awards.management@asu.edu. **Invoices are to be submitted electronically to ASU via email**: Awards.management@asu.edu

(b) Payments will be made by ASU to Subrecipient's Remit To Address:

Financial Contact Name:	Nguyen Ngoc Trang
Address:	Ly Tu Trong Technical College
	390 Hoang Van Thu Street
Ward, District:	Ward4, Tan Binh Dist
Email:	nguyenngoctranghcm@gmail.com

(c) Subrecipient will submit a final invoice no later than sixty (60) days after the termination of the Subagreement ("Final Invoice"). In no event will the final billing exceed the Subagreement firm fixed price amount. Final payment will be withheld until ASU has received the most recent audits prescribed by Section II. General Provisions, 21. Audit Requirements, and upon compliance with Section I, Special Provisions, 7. Closeout Requirements.

(d) All payments will be considered provisional. At any time or times prior to final payment, ASU may audit the invoices as it deems proper. Each provisional payment will be subject to reduction for amounts found not to constitute allowable costs, and will also be subject to reduction for overpayments or to increase for underpayments.

(e) In the event that Subrecipient fails to submit either a Final Invoice or a request for a no-cost extension within the period of performance specified in this Subagreement, ASU will consider the last regular invoice to be the Final Invoice. Any unexpended balance will be automatically deobligated and no further payments will be made under this Subagreement.

6. **DELIVERABLES.**

(a) Subrecipient will submit required technical reports and/or other deliverables as identified in this Subagreement or Attachments to:

Jeffrey Goss, ASU's Principal Investigator
Dept. of Global Outreach & Extended Ed
Arizona State University
PO Box 872805
Tempe, Arizona 85287-2805
Email: Jeffrey.Goss@asu.edu

(b) Subrecipient will submit required technical reports and/or deliverables on the dates(s) specified in **Attachment** B, Payment-Deliverables Schedule.

(c) A photocopy of all reports will also be sent electronically to the ASU contact identified in "Notices."

(d) Subrecipient will comply with the annual audit as specified in Section II. General Provisions, 21. Audit Requirements.

7. CLOSEOUT REQUIREMENTS. The following items are required for Subagreement Closeout ("Closeout Documents") and will be submitted along with a Final Technical Report, if applicable, and a Final Invoice supported by a summary accounting report not later than sixty (60) days after Subagreement termination date:

(a) Subrecipient's Release
(b) Subrecipient's Assignment of Refunds, Rebates, Credits and Other Amounts
(c) Inventory of Property
(d) Report of Inventions and Subawards

Closeout documents will be provided to Subrecipient on or about the project termination date. Subrecipient will complete and submit Closeout Documents prior to payment of Final Invoice.

8. NOTICES. All notices under this Subagreement given by either party to the other will be in writing and will be sent by first class mail or by email to the following:

For ASU: Office for Research & Sponsored Projects Administration
Attention: Heather Clark, Associate Director
Arizona State University
PO Box 876011
Tempe, Arizona 85287-6011
Email: subawards@asu.edu

For Subrecipient: Nguyen Ngoc Trang
Ly Tu Trong Technical College
390 Hoang Van Thu Street
Ward4, Tan Binh Dist
nguyenngoctranghcm@gmail.com

9. PRIME AWARD. This Subagreement is subject to the terms and conditions of the Prime Award and other Special Terms and Conditions as specified in **Attachment C**.

II. GENERAL PROVISIONS

1. ENTIRE AGREEMENT. This Subagreement, together with the attachments referenced below, constitutes the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter. The parties agree that if any part of this Subagreement is held to be invalid or void, the remainder will remain in full force and effect and will be binding upon the parties. The following attachments are incorporated into the Subagreement by this reference:

Attachment A - Statement of Work
Attachment B - Budget
Attachment C - Prime Award/Special Terms and Conditions

2. CHANGES/AMENDMENTS/UNILATERAL MODIFICATIONS. Any changes or amendments to this Subagreement, including but not limited to, changes in the scope of work, period of performance, cost and report requirements must have the prior written consent of the other party. ASU may elect to issue the following types unilateral amendments:

(a) changes in key personnel,
(b) revisions to the project budget when Subrecipient submits a written request,
(c) planned incremental funding actions,
(d) extensions of the project end date,
(e) carry forward authorization, and
(f) termination clauses.

Subrecipient may reject such unilateral modifications by providing written notice of exceptions to subwards@asu.edu within thirty (30) days after receipt of said amendment. If Subrecipient objects to a unilateral modification, the parties will negotiate an acceptable one.

3. WAIVER. No waiver, amendment or modification of this Subagreement will be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Subagreement by the other party will not operate as a waiver of any previous or future default or breach of the same or different clause of this Subagreement.

4. ASSIGNMENT. Neither party will have the right to assign any rights or obligations under this Subagreement without the prior written consent of the other party.

5. GOVERNING LAW. This Subagreement will be governed by and construed in accordance with the laws of the State of Arizona. In addition, ASU's obligations hereunder are subject to the laws of the State of Arizona and the policies of the Arizona Board of Regents.

6. CANCELLATION FOR NONAPPROPRIATIONS. In accordance with A.R.S. § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to the Contracting Party and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

7. CONFLICT OF INTEREST. . If within 3 years after the execution of this Agreement, the Contracting Party hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes ("A.R.S.") § 38-511.

8. INDEPENDENT CONTRACTOR. Subrecipient is an Independent Contractor, not a partner or joint venturer, and will not act as an agent for ASU; nor will Subrecipient be deemed to be an employee of ASU for any purpose under this Subagreement. Subrecipient will not have any authority, either express or implied, to enter any agreement, incur any obligations on ASU's behalf, or commit ASU in any manner whatsoever without ASU's prior written consent.

9. TERMINATION.

(a) In the event of default by Subrecipient of the obligations under this Subagreement, ASU will give written notice describing nonperformance. Subrecipient will respond in writing within thirty (30) days of receipt of such notice, describing the action taken or the plan designated to correct the deficiency. If Subrecipient fails to respond or correct the nonperformance, ASU may terminate this Subagreement. Subrecipient will not be liable for nonperformance arising out of causes beyond its control and without its fault or negligence, including, but not limited to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather. Expenditures incurred subsequent to the termination date are unallowable.

(b) Either party may at any time terminate this Subagreement by giving the other party not less than thirty (30) days prior written notice. ASU will remain responsible for payment to Subrecipient for work performed through the date of termination.

10. DISPUTE RESOLUTION/ARBITRATION. If a dispute arises under this Agreement, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809. As required by A.R.S. § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.

11. INSURANCE. Subrecipient will maintain worker's compensation and general liability insurance in the amount of at least one million dollars ($1,000,000.00) per person per instance that covers all acts by Subrecipient under this Subagreement. A program of self-insurance at levels comparable to the foregoing will satisfy the requirements of this paragraph. Upon request, Subrecipient will provide evidence of such insurance.

12. INDEMNIFICATION BY SUBRECIPIENT/ INDEMNIFICATION LIMITATION. Subrecipient will indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents, and employees (collectively, "Indemnitee") for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligence, acts or omissions of Subrecipient or any of its owners, officers, directors, members, managers, agents, employees, or subcontractors, (ii) a breach of this Subagreement, or (iii) failure to comply with any applicable law. Subrecipient will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Subagreement, Subrecipient waives all rights of subrogation against Indemnitee for losses arising from the services performed or deliverables provided by Subrecipient under this Subagreement.

ASU is a public institution and, as such, any indemnification, liability limitation or hold harmless provision will be limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and A.R.S. §§ 35-154 and 41-621. Therefore, notwithstanding any other provision of this Agreement, ASU's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.

13. NONDISCRIMINATION. The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

14 SERVICE MARKS AND TRADEMARKS. Neither party will use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of the other party without the express written approval of the other party. The use of any Marks must comply with Owner's requirements including using the ® indication of a registered trademark where applicable.

15. INTELLECTUAL PROPERTY OWNERSHIP.

(a) Ideas, know-how, data and all other intellectual property generated under this project shall be the sole and exclusive property of the inventing party. Inventorship shall be determined in accordance with U.S. Patent laws.

(b) Intellectual property jointly made by the parties will be deemed jointly-owned, and each party will possess the right to independently exploit the intellectual property, unless otherwise agreed in writing. For exclusive rights to the jointly-owned intellectual property, the party requesting exclusivity will need to obtain those rights by licensing or assignment from the other party.

16. **RECORDS**. To the extent required by A.R.S. § 35-214, the Contracting Party will retain all records relating to this Agreement. The Contracting Party will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five years after the completion of this Agreement. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to the Contracting Party.

17. CONFIDENTIALITY. ASU is a public institution and, as such, is subject to A.R.S. §§ 39-121 through 39-127 regarding public records. Accordingly, notwithstanding any other provision of this Agreement, any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.

18. AUTHORIZED PRESENCE REQUIREMENTS. As required by A.R.S. § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A) (verification of employee eligibility through the e-verify program). If applicable, Subrecipient warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A). A breach of the foregoing warranty will be deemed a material breach of this Subagreement that is subject to penalties up to and including termination of the Subagreement. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the warranty stated above.

19. INSTITUTIONAL REVIEW BOARD (IRB) APPROVAL / INSTITUTIONAL ANIMAL CARE AND USE COMMITTEE (IACUC) APPROVAL. If applicable, no phase of research involving human subject participation (including recruitment, enrollment and survey/questionnaire intervention) may be initiated until the project has been reviewed and approved by the Institutional Review Board ("IRB"), as required by federal regulations and ASU Policy, nor may it be initiated until the Principal Investigator(s) and all personnel involved in human subject participation have obtained training certification in Human Subjects. No phase of research involving the use of animals may be initiated until the project has been reviewed and approved by the Institutional Animal Care and Use Committee ("IACUC"), as required by federal regulations and ASU policy, nor may it be initiated until the Principal Investigator(s) and all personnel involved in the care and use of research animals have obtained training certification in the care and use of research animals.

20. ASSURANCES. By signing this Subagreement, Subrecipient certifies that:

(a) Non-Delinquency: It is not delinquent on the repayment of any Federal debt.

(b) Debarment and Suspension: Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(c) Drug-Free Workplace: It is in compliance with the Drug-Free Workplace Act of 1988.

(d) Lobbying: It is in compliance with 31 USC 1352 prohibiting recipients of Federal grants, cooperative agreements, contracts, or loans from using appropriated funds for lobbying in connection with the grant, cooperative agreement, contract, or loan.

(e) Clean Air and Water Certification: Any facility to be used in the performance of this Subagreement is not on the Environmental Protection Agency ("EPA") List of Violating Facilities.

(f) Dun and Bradstreet Data Universal Numbering System ("DUNS No."): It is registered with DUNS, and will maintain current its registration throughout the life of this Subagreement.

(g) System for Award Management ("SAM"): It is registered with SAM and will maintain current its registration throughout the life of this Subagreement.

In the event that the status of any of the above items changes, Subrecipient will notify ASU of the change within thirty (30) days.

21. AUDIT REQUIREMENTS. Subrecipient certifies that it complies with 2 CFR Part 200, which replaces OMB Circular A-133, and that it will notify ASU of completion of required audits and of any adverse findings which impact this Subagreement. ASU reserves the right to inspect, upon ASU's reasonable advance notice and during normal business hours, Subrecipient's physical facilities, all aspects of the Statement of Work undertaken under this Subagreement, and all books, records, and documents of any kind pertaining to the Subagreement. Subrecipient agrees to provide copies of any records, receipts, accounts or other documentation to ASU in a timely fashion as reasonably requested by ASU. Subrecipient will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Statement of Work.

22. ORDER OF PRECEDENCE. In the event of any inconsistency between the conditions of this Subagreement, the inconsistency will be resolved by giving precedence in the following order: (i) I. Special Provisions, (ii) II. General Provisions, (iii) Attachment C, including any other special terms and conditions, and (iv) Attachment A, Statement of Work. If any inconsistency exists, Subrecipient will be responsible for notifying subawards@asu.edu.

23. WEAPONS, EXPLOSIVE DEVICES AND FIREWORKS; TOBACCO. ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in A.R.S. §

12-781, or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by the Contracting Party to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of the Contracting Party ("Notification Parties") of this policy is a condition and requirement of this Agreement. The Contracting Party further agrees to enforce this contractual requirement against all Notification Parties. ASU's policy may be accessed through the following web page: http://www.asu.edu/aad/manuals/pdp/pdp201-05.html. ASU is tobacco-free. For details visit www.asu.edu/tobaccofree.

24. RESPONSIBILITY. Each party will be responsible for the negligence, acts and omissions of its employees and contractors when acting under such party's direction and supervision. Notwithstanding the terms of this Agreement or any other document or agreement: (i) other than for employees and contractors acting under ASU's direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless the person is an authorized signatory of ASU, as set forth in PUR-202, which is at http://www.asu.edu/counsel/manual/signatureauthority.html.

25. STUDENT EDUCATIONAL RECORDS. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). Contracting Party will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Agreement contains a scope of work or any provision that requires or permits Contracting Party to access or release any student records, then, for purposes of this Agreement only, ASU hereby designates Contracting Party as a "school official" for ASU under FERPA, as that term is used in FERPA and its implementing regulations. As such, Contracting Party will comply with FERPA and will not make any disclosures of ASU students' educational records to third parties without prior notice to, and consent from, ASU or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by Contracting Party or its employees and agents must comply with ASU's definition of legitimate educational purpose, which definition can be found at: SSM 107-01: Release of Student Information (http://www.asu.edu/aad/manuals/ssm/ssm107-01.html). If Contracting Party violates the terms of this section, Contracting Party will immediately provide notice of the violation to ASU.

26. Reserved.

27. AMERICANS WITH DISABILITIES ACT AND REHABILTATION ACT. Contracting Party will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations. All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with the Americans with Disabilities Act as amended and the Section 508 of the Rehabilitation Act of 1973. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

28. FOREIGN CORRUPT PRACTICES ACT/LOCAL ANTI-CORRUPTION LAW COMPLIANCE. Contracting Party warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act. In connection with Contracting Party's work under this Agreement, Contracting Party will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act or other local anti-corruption law, will be a material breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Subagreement to be executed by its duly authorized representatives on the respective dates entered below.

Arizona Board of Regents, **for and on behalf of** **Arizona State University**	**Ly Tu Trong Technical College**
By____________________________	By ____________________________
	Name _________________________
Associate Director Research Administration	Title __________________________
Date __________________________	Date __________________________

Attachment A

Intel Female Scholarship subcontracts

Institution: Ly Tu Trong Technical College (NAS0075)

Scope of Work:

The selected institution will work closely with ASU and Intel to identify recipients for the vocational female student scholarship program annually. The institution will provide a list of eligible recipients to Arizona State University by the deadline set annually. Once Arizona State University and HEEAP team has selected the awardees, the institution will make the award to each recipient. The Institution will also assist the HEEAP team at Arizona State University to communicate with the recipients, as requested, including communication regarding the annual award ceremony, hosted by Intel and Arizona State University. Each student selected with receive a one time scholarship in the amount of 6,500,000 VND

Project period : 10/1/2015 – 12/31/2015

Award amount: Total of 6 students will be awarded a scholarship at 6,500,000 VND each. Total award amount is 39,000,000 VND $1822.43

Budget Justification:

Student Support:

Total of 6 female students will be awarded a scholarship at 6,500,000 VND each to provide support for tuition expenses.

Attachment B

Female student scholarship 2015

No	School	School	Amount per student VND	No. of Student	Total 2015	Total in USD 1USD=21.400vnd
8	Ly Tu Trong Technical College	**Trường Cao Đẳng Kỹ Thuật Lý Tự Trọng**	6,500,000	6	39,000,000	1,822.00

Payment will be made on November 10, 2015

AGREEMENT

COST REIMBURSABLE

NO. 11-018544

THIS AGREEMENT is made and entered into by and between Intel Corporation address (hereinafter called "Intel"), and the Arizona Board of Regents for and on behalf of Arizona State University (hereinafter called "ASU"). Individually, Intel or ASU may be called a Party or jointly, Parties.

Recitals

The Parties share the common goal of collaborating with top technical Vietnamese universities (to be selected) in developing a highly skilled Engineering workforce that will attract and sustain a high-tech manufacturing industry.

Intel desires that ASU perform certain services as described in the scope of work attached hereto and incorporated herein as Exhibit A, and ASU desires to perform such services upon and subject to the terms and conditions hereinafter set forth.

The United Stated Agency for International Development (USAID) is a non-signatory to this agreement, however, actively participates in the Intel-ASU collaborative effort.

This Agreement sets forth the understandings and intentions of the Parties with respect to the Higher Engineering Education Alliance Program (HEEAP) activity located in Vietnam (the "Project").

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. SCOPE OF WORKThe Parties shall use all reasonable efforts to perform the services and deliver any reports or other items specified in Exhibit A attached hereto.

ARTICLE II. PROJECT DIRECTOR. ASU shall provide Jeffrey S. Goss of the Ira A. Fulton Schools of Engineering, as Project Director for work under this Agreement.

ARTICLE III. PERIOD OF PERFORMANCE. This Agreement shall begin on April 26, 2010 by the Parties and shall terminate on December 31, 2013.

ARTICLE IV. SPECIAL PROVISIONS.

1. Compensation. Intel agrees to provide funding based on following schedule:

Upon execution of agreement	$295,000
November 1, 2010	$105,000
January 1, 2011	$ 83,337
April1, 2011	$ 83,333
July 1, 2011	$ 83,333
October 1, 2011	$ 83,333
January 1, 2012	$ 83,333

Aprill, 2012	$ 83,333
July 1, 2012	$ 83,333
October 1, 2012	$ 83,333
January 1, 2013	$ 83,333
Aprill, 2013	$ 83,333
July 1, 2013	$ 83,333
October 1, 2013	$ 83,333

Arizona State University agrees to provide invoices 30 days before the beginning date of each quarter. Invoices shall be mailed to the Intel contact identified in *Article IV. Special Provisions, 3. Notices* provision. Invoices are due and payable within 45 days. ASU reserves the right to discontinue the services if Intel fails to make payments when due. In the event of non payment, ASU may seek full payment from the Intel for all work performed and all expenses incurred including allocable cost, pursuant to the termination clause of this agreement.

ASU agrees to provide statements of cost incurred within 20 days of the end of each quarter. The Intel payment values may be adjusted during the final project year depending upon costs incurred versus payments received.

Please send checks or paper remittance advices to:

ATTN: Grant & Contract Accounting
Office for Research and Sponsored Projects Administration
Arizona State University
PO Box 873503
Tempe, AZ 85287-3503

Wire transfers should be sent to:

Account #: 235335739
ACH (Within USA only) Routing #: 122101706
Routing # (if international): 0260-0959-3
Swift Code: BOFAUS3N

Bank Name: Bank of America
Acct Name: ASU Federal Cash Deposit

Questions should be directed to the person issuing the invoice or to cashmanagement@asu.edu.

2. Publications. Intel recognizes that under ASU policy the results of work performed under this Agreement must be publishable and agrees that ASU and its employees and students engaged in work under this Agreement shall be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this Agreement. Upon written request by Intel, copies of proposed manuscripts will be furnished to Intel for review prior to publication. In no event will ASU delay publication for more than thirty (30) days from date of submittal of manuscript for Intel review.

3. Notices. All notices under this Agreement given by either party to the other shall be in writing and shall be sent by U.S. Postal Service, first class, facsimile or e-mail. Addresses are as follows:

For ASU:

Before Contract Signature	After Contract Signature
Dudley Q. Sharp Research Administration P.O. Box 873503 Tempe, AZ 85287-3503	 Awards Management P.O. Box 873503 Tempe, AZ 85287-3503
Phone: 480-965-0273	Phone 480-727-6321
Facsimile: 480 965-0469	Facsimile: 480 965-2455
E-mail: ProposalandNegotiation@asu.edu	E-mail: AwardsManagement@asu.edu

For AzTE: General Counsel
Arizona Technology Enterprises, LLC.
1475 N. Scottsdale Rd., Suite 200
Scottsdale, Arizona 85257-3538

Attn: Romy Drysdale
e-mail: romy@azte.com

Phone: (480) 884-1988 Fax: (480) 884-1984

For Intel: Roma Arellano
Intel Corporation,
4100 Sara Rd, RR5-503,
Rio Rancho, NM, 87124

Phone ; 505 893 0211
eMail: roma.arellano@intel.com

4. Intellectual Property.

It is intended that intellectual property produced under this agreement is subject to 22 Code of Federal Regulations section 226.36 (Intangible property), subject to the following:

Pre-existing material. Each party retains ownership of and title to its pre-existing material. However, USAID is granted a royalty-free, irrevocable and nonexclusive right to use pre-existing material that is enhanced with USAID funds under the project, for Federal purposes, and to authorize others to do so.

Intel Material. Intel will own all branding, copyright, and usage rights for materials it develops without input from ASU under this agreement. Any additional uses of these materials beyond the scope of this agreement are subject to Intel's written license agreement or written approval.

ASU Material. ASU will own all branding, copyright, and usage rights for materials it develops without input from ASU under this agreement. Any additional uses of these materials beyond the scope of this agreement are subject to ASU's written license agreement or written approval.

Jointly-developed Intellectual Property. Intellectual Property resulting from the performance of the Project and created jointly by legal inventors who are ASU's employees and Intel's employees will be owned jointly by ASU, managed through AzTE, and Intel, subject to the provisions of 22 CFR section 226.36 (Intellectual property) for material developed with USAID funds.

Intention to License. Intel and ASU intend to provide a written, royalty-free license covering any preexisting material enhanced by USAID funds under the project to Vietnamese universities participating in the project and the Ministry of Education and Training (MOET) in Vietnam.

No Implied Rights. No license or any other right is granted or conferred by this agreement under any intellectual property rights now or hereafter owned or controlled by either party by implication, statute, inducement, estoppel or otherwise. The parties will enter into separate written agreements on a case by case basis as and when licences are required and/or intellectual property rights are created relevant to this agreement.

5. Confidentiality. Intel and ASU may choose, from time to time, in connection with work contemplated under this Agreement, to disclose proprietary or confidential information to each other .All such disclosures of Confidential Information (as defined in the CNDA) shall be held in confidence by the receiving party in accordance with the Corporate Non-Disclosure Agreement #30972827 currently in existence between Intel and Company (the "CNDA").

ARTICLE V. GENERAL PROVISIONS.

1. Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

2. Waivers. No waiver, amendment or modification of this Agreement shall be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

3. Assignment. Neither party may assign any rights hereunder without the express, written, prior consent of both parties.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

5. Cancellation for Nonappropriations. The parties recognize that performance by ASU depends upon appropriation of funds by the State Legislature of Arizona. If the Legislature fails to appropriate the necessary funds, or if ASU's appropriation is reduced during the fiscal year, ASU may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. ASU agrees to notify Intel as soon as reasonably possible after ASU knows of the loss of funds. Article V. Section 9 "Termination" will apply in case the agreement is cancelled.

6. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. 38-511. The State of Arizona may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Agreement while the Agreement or any extension thereof is in effect.

7. Relationship of the Parties. The Parties are entering into this Agreement while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. The cooperation between the Parties outlined in this Agreement is not to be considered or construed as a partnership or other type of legal entity or personality. Nothing in this Agreementshall be construed as superseding or interfering in any way with other agreements or contracts entered into either prior to or subsequent to the signing of this Agreement.

8. Independent Contractor. ASU is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. ASU employees shall not be considered employees of Intel, and neither ASU nor Intel personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this agreement, to participate in any benefits or privileges given or extended by the other party to its employees.

9. Termination. Either party may at any time terminate this Agreement by giving the other party not less than sixty (60) days prior written notice. In the event this Agreement is canceled by Intel, Intel shall remain responsible for payment to ASU for all work performed through the date of termination and for reimbursement to ASU of all non-cancelable commitments incurred in the conduct of the research. Non-cancelable commitments shall include employment commitments to ASU personnel through the end of the semester following any such termination by Intel. In the event ASU terminates this Agreement any unused funds from the advance will be returned.

10. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Notice is provided of Sections 12-1518 and 12-133, Arizona Revised Statutes.

11. Insurance. ASU maintains general liability insurance and worker's compensation coverage as required by state law and pertinent federal laws and regulations under the State of Arizona Risk Management Plan.

12. Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

13. News Release. Neither Party may use the name of the other Party in news releases, publicity, advertising, or other promotion, without the prior written consent of the other Party, except for documents used for internal consumption by either Party.

14. Service Marks and Trademarks. Neither party shall use any service marks, trademarks, logos or other marks of the other party without the express written approval of the other party. The use of any marks must comply with the owner 's requirements, including using the "circle R" indication of a registered trademark.

15. Publicity: The Parties will establish a public communications program in accordance with Intel, ASU and USAID legal, policy, and procedural requirements which ensures that appropriate publicity is provided for all Project activities and that suitable attribution is given to each Party. The Parties will obtain each other's approval prior to the issuance of any publicity related to the Project.

16. Primary Point of Contact for Publicity: The Parties will provide each other a primary point of contact for all communications in regards to the Project and this Agreement.

Primary Point of Contact for Publicity for Intel: Uyen Ho, Lot I2, D1 Road, Saigon Hi-Tech Park, District 9, Ho Chi Minh City, Vietnam, uyen.ho@intel.com, +84 8 3736-3166.

Primary Point of Contact for Publicity for ASU: Jeremy Fountain, Director of Marketing and Public Affairs – Ira A. Fulton Schools of Engineering, PO Box 87-9309, Tempe, AZ 85287-9309, jeremy.fountain@asu.edu, 1-480-727-8313

17. Observe Confidentiality: Subject to the laws that apply to each Party, the Parties will respect each other's confidentiality policies, with the mutual understanding that both Parties intend to publicize the Project and its objectives without disclosing any confidential or proprietary information of any Party.

18. Amendments: This Agreement may only be amended or modified through written agreement of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives on the respective dates entered below.

ARIZONA BOARD OF REGENTS, FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY	INTEL CORPORATION
By: Dudley Q. Sharp	By: Brian Krzanich
Dudley Q. Sharp Assistant Director Research Administration	Name: Brian Krzanich Title: Senior Vice President Intel Corporation
Date: 10/21/10	Date: 10/20/2010

pls date
10/21/10

Exhibit A

Statement of Work

1 Project description:

1.1 Description: USAID, Intel, and ASU will collaborate to improve the engineering undergraduate learning outcomes and instructional approaches and pedagogy through an innovative and advanced faculty development program over the period April 26, 2010 – December 31, 2012. The faculty development program will take place within the context of a broad support infrastructure from Intel Corporation to the Vietnamese universities selected for this program.

1.2 Project Objectives: The activities described in this Agreement will further prepare students for success in the global economy through education programs, resources and technology;

1.3 Problem Addressed by the Project: The Project is designed to address the problem described in this Section 1.3 PROBLEM STATEMENT by undertaking the activities described in Section 1.4 Project Implementation Schedule.

PROBLEM STATEMENT: The Parties seek to transform the existing theory-based Electrical and Mechanical Engineering curricula into a strong hands-on degree, in which graduates are ready to perform effectively in the 21st century workplace.

1.4 Project Implementation Schedule:

Project Phase	**Timeframe**	**Expected Achievements**
Preparation & Development	Apr – Jun, 2010 Apr – Jun, 2011 Apr – Jun, 2012	• Identify and prepare faculty trainers • Select VN faculty • Design/develop six-week Faculty Institute • Design/develop hands-on curriculum and instructional lab component • Incorporate previous year's Best Known Methods into next session
Components 1 & 2 Deployment: Six-Week Training Program & Curriculum Design and Instructional Lab	Summer 2010 Summer 2011 Summer 2012	• Implement six-week Faculty Institute and Instructional Labs
Component 3 Deployment: Faculty Mentor Program	Fall 2010 Fall 2011 Fall 2012	• Implement Faculty Mentor Program and digital media/distance learning technology, implementing BKMs from previous year • Provide related lab infrastructure support (depending on needs by VN universities)

Project Phase	**Timeframe**	**Expected Achievements**

Component 4 Deployment: Implementation of New Instructional Pedagogy in Vietnam	Jan – Dec 2011 Jan – Dec 2012 Jan – Dec 2013	• VN universities implement new instructional pedagogy in their schools, implementing BKMs from previous year • Continue Faculty Mentor Program and digital media/distance learning technology • Provide on-site coaching in VN • Provide related infrastructure support (depending on needs by VN universities)
Dissemination & Sustaining	Ongoing	• Package and make accessible 6-week online course • Make available online coaching • Create Global Engineering Education Collaborative (GEEC)
Monitoring & Evaluation	Ongoing	• Baseline faculty relative to desired outcomes • Conduct M&E over life of the project • Ongoing project management during execution and measurement of progress against milestones

ROLES AND CONTRIBUTIONS OF THE PARTIES

Project Implementing Activities: It is the intention of each Party to conduct the activities and fulfill, directly or through one or more third parties, the roles and responsibilities voluntarily undertaken by them as described below.

Activity	ASU	Intel	USAID
Project Design	Create draft project architecture		- Review/feedback
HEEAP Program Development & VN Collaborating University Selection	- Design six-week institute at ASU, including faculty trainer selection - Co-lead university selection process - Lead VN faculty selection process (from selected universities)	- Provide input to ASU on the institute curriculum - Co-lead university selection process - Participate as a reviewer in the faculty selection process	- Fund associated costs for ASU. Per the Cooperative Agreement, USAID financial obligation is made as of June 22, 2010 and ends June 21, 2013. USAID is not obligated to reimburse to ASU cost incurred before or after these dates.
Component 1: Faculty Development Six-Week Training	- Prepare scalable training (for VN faculty sponsored by USAID grant, by Intel, and by own schools) - Subcontract with Portland State University to prepare and deliver portions of six-week	- Provide models of Intel collaboration with Higher Ed in curriculum design, research, and student projects - Sponsor additional faculty from selected and other universities to attend HEEAP program,) - Provide modest faculty	- Funding to ASU for development and delivery of Component 1 (includes sponsorship of ~30 Vietnamese faculty to attend, per HEEAP budget)

	training - Deliver scalable training, including accommodating visiting faculty and trainers—2010, 2011, 2012 sessions	stipends for all VN participants - Contribution per Intel/ASU HEEAP Budget	
Component 2: Curriculum Design & Instructional Lab Component	- Prepare and deliver instructional methods curriculum and labs for VN faculty—2010, 2011, 2012 sessions - Provide tours of labs and methodologies (using simulated and actual classrooms) of how to integrate labs and applied research programs into the classroom	- Assess (with ASU and VN faculty) current and desired states of VN EE and ME Dept labs, and provide necessary lab donations to address a portion of needs. (VN universities will also fund gaps) - Provide English-for-Engineering support, if needed. - Contribution per Intel/ASU HEEAP Budget	- Funding to ASU for development and delivery of Component 2 (per HEEAP budget)
Component 3: Faculty Mentor Program	- Identify mentor/protégée faculty pairs - Provide mentoring sessions in the U.S. - Develop digital media and web-conferencing mentor tools - Provide on-going mentoring and coaching sessions online	- Sponsor Faculty Mentor Pairing for on-site visits (US and VN). - Provide Distance Learning support to augment VN university investment in this area. - Contribution per Intel/ASU HEEAP Budget	- Funding to ASU for development and delivery of Component 2 (per HEEAP budget)
Component 4: New Instructional Pedagogy in Vietnam	- Collaborate with VN universities in the instruction of courses via distance education and short on-site sessions in VN. - Develop digital media and web-conferencing mentor tools - Provide on-going mentoring and coaching sessions online	- Augment the pedagogy via a) student scholarships and industry-sponsored Engineering contest, b) Faculty innovation grants. - Contribution per Intel/ASU HEEAP Budget	- Funding to ASU for support of Component 2 (per HEEAP budget)

Activity	ASU	Intel	USAID
Dissemination & Sustainability	Develop a national network of industry, universities, and government to support the underlying goals		
Monitoring & Evaluation		- Fund Monitoring & Evaluation, providing input on continuous improvement methods - Contribution per Intel/ASU HEEAP Budget	- Fund ASU M&E
Total Valuation **Year 1** **Year 2** **Year 3**	$173,429	**Contributions to ASU associated with Agreement 11-018544: $1,400,000** (Note: Intel previously provided a gift to ASU Foundation that is not included in $1,400,000 referenced above. (The gift of $150,000 was transacted via a separate instrument.)	$ 847,611

1.5 Amendments to this SOW: Additional contributions may be agreed upon by the Parties during implementation of the Project; any and all amendments to this Agreement, including such additions of contributions and/or project information, shall be in the form of a written agreement signed by the Parties.

1.6 Specifications for ICT Products: Any specifications to be used for Project implementation shall be set forth in Annex 1, which may be added after the Effective Date. Annex 1, if completed after the Effective Date, must be signed by the Parties.

Exhibit B

Budget and Budget Narrative

Attachment C

Rev. 6/18/10

AGREEMENT NO. 11-018544

Modification No. 4

Between

Intel Corporation

and

Arizona Board of Regents
for and on behalf of
Arizona State University

I. Pursuant to mutual agreement of the parties, this Agreement is hereby amended as follows:

2. **Period of Performance**
The period of performance for this Agreement is revised from 4/26/10 through 6/30/15 to 4/26/10 through 12/31/15.

II. Except as specifically stated herein, all other terms and conditions of this Agreement remain unchanged.

This modification is effective upon signature by both parties.

ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY

By: TSeaton
Tara Seaton
Associate Director, Research Administration
Date: 6/10/15

INTEL CORPORATION

By:
Name:
Title: David P McConville Finance Controller
Date: June 10, 2015

CÔNG TY TRÁCH NHIỆM HỮU HẠN INTEL PRODUCTS VIỆT NAM