



Memorandum of Understanding
On
Technology Transfer and Academic Cooperation
Between
Xi'an NovaStar Tech Co.,Ltd. of People's Republic of China
And
Rajamangala University of Technology Rattanakosin of The Kingdom of Thailand

This Memorandum of Understanding (MOU) is signed between Xi'an NovaStar Tech Co., Ltd. located at Building 2, NovaStar Tech Park, No. 1699, Yunshui 3rd Road, Xi'an, Shaanxi, 710065, People's Republic of China (hereinafter referred to as NovaStar), represented by University Program Director, Mr. Larance Luo Peng, and Rajamangala University of Technology Rattanakosin, located at 96 Phutthamonthon Sai 5 Road, Tumbol Salaya, Phutthamonthon District, Nakhon Pathom Province, 73100, The Kingdom of Thailand (hereinafter referred to as RMUTR) represented by its president, Associate Professor Dr. Udomvit Chaisakulkiet. The two organizations wish to establish a partnership in knowledge and technology transmission through talent training in the territory of the Kingdom of Thailand.

On the other hand, NovaStar and RMUTR are herein collectively referred to as "The Parties" and separately as "Party"

Preamble

Xi'an Novastar Tech Co., Ltd. of People's Republic of China is a global leading company in Light Emitting Diode (LED) display solution provider in design and development of the LED

control solution serving several global markets including but not limited to entertainment business, digital signage, and LED screen rental. It operates in 37 branch offices globally serving business and government clients. Its product line ranges from LED display synchronous control system, cloud-based LED display point-to-point calibration and management systems. NovaStar, as witnessed by a large number of intellectual properties in the global LED industry, commits to continuous development and innovation of cutting-edge technologies in order to create superior values for its clients through technologies, tailored solutions, user-friendly products and impeccable professional support. Seeing Thailand as one of the prominent markets in the Southeast Asian region (ASEAN), it wishes to establish a training center in Thailand through collaboration with a higher education institution in order to train future and present LED talents to serve its customers in the region through technology and knowledge transfer.

RMUTR is public higher education institution under the supervision of Ministry of Higher Education Science Research and Innovation of the Kingdom of Thailand. It was founded in 2005 as a result of the upgrade of Thailand's then top-notch vocational higher education institutions to university status. As such, it has a strong direction of equipping its graduates with hands-on professional experience and most-updated practicum skills in parallel with theoretical knowledge. Despite its emphasis on science and technology, RMUTR is a comprehensive university offering programs in various disciplines ranging from engineering, applied science, architecture, business administration, education, hospitality arts, design and culinary arts to more than 15,000 Thai and international students in bachelor, master, and doctorate degree levels. It operates in four campuses with its main seat in Salaya area, the outskirt of Bangkok. RMUTR has a strong vision of Cooperative and Work-integrated Education – CWIE and seeks partnership with leading private sector organizations to enhance the employability and job-fitness of its graduates.

Novastar and RMUTR have resolved in collaborating in establishing a training center for LED related technologies using the technologies and know-how of the former on the premise of the latter.

Article One: Scope of Collaboration

- 1.1. Establishment of NovaStar Training Center on the premise of RMUTR with the aims of Novastar's know-how and technology transmission to both existing and future LED talents

in Thailand. The term “future LED talents” refers to both RMUTR students enrolling in science and technology formal education programs and other general public interested in LED technologies.

- 1.2. **Courses and Training Programs Offered:** such a training center offers standard programs already offered by NovaStar or the new programs to be jointly developed between NovaStar and RMUTR to accommodate the local markets’ needs. NovaStar will provide teaching and training materials for the standard NovaStar courses. As for the new jointly developed programs, the two parties will jointly develop the teaching materials together.

RMUTR acknowledges that the delivery of all NovaStar’s training programs and their respective training materials are either in English or Chinese. NovaStar and RMUTR will help each other in translating the training material in Thai. NovaStar also allows the training programs delivered in Thailand to be instructed in Thai as well.

NovaStar also allows RMUTR to integrate any of the courses offered in this NovaStar training center to its formal education programs. The manner in which the training courses and programs be integrated to RMUTR’s formal education programs will adhere to both NovaStar teaching and evaluation standards as well as other concerned academic rules and regulations of RMUTR and/or Ministry of Higher Education Science Research and Innovation. Should there be any adjustment of the courses for this reason, a mutual written agreement by the authorized persons of the two parties is needed

- 1.3. **Training Services for NovaStar’s Partnered Organizations in Thailand:** In some cases, RMUTR will provide the training programs complementarily to the staff of Novastar’s partnered organizations in Thailand . The number of participants per year that will receive complimentary training programs and the expected service level will be discussed and agree upon by both parties

- 1.4. **Certifications:** Participants who complete all programs and courses offered under the Novastar Training Center and pass the exam with qualified results will obtain NovaStar Certified Engineer (NCE) certificates. The certificates will be offered to future and existent LED talents who successfully complete and pass the evaluation of the schemes of the programs. NCE certificates will also be offered to RMUTR students who complete and

pass the evaluation schemes of the training programs integrated to RMUTR's formal education programs.

1.5. **Instructors:** instructors delivering all training courses in such a training center include Novastar personnel, the personnel of NovaStar's partnered organizations, and RMUTR instructors who are trained and certified by NovaStar. The two parties will agree on number and qualifications of potential instructors from RMUTR's faculty members. NovaStar will train qualified RMUTR lecturers to ensure that the training programs are offered correctly according to its standards and objectives. The training program might take place in the premises of NovaStar either in Thailand or other countries or at its partnered institutes. Depending on the mutual agreement of the two parties, Novastar might also send its qualified instructors to train RMUTR's lecturers at the premise of RMUTR as well. Training programs are complementary but RMUTR will be responsible for the transportation and personal living allowance outside its premises.

1.6. **Training Venue and Equipment:** to ensure that the training center is operated up to NovaStar standard and the expectation of its partnered organizations, NovaStar and RMUTR will be co-responsible for the preparation of the premises.

Novastar: NovaStar will provide the essential control systems, software and education resources such as teaching materials, videos on a loan basis serving as foundational tools for instructions

RMUTR: RMUTR will allocated an appropriate premise with the size of the space conducive to quality delivery of all training programs. It will also procure essential teaching equipment including LED panels, structural components and other adjunct equipment in order to enable appropriate functioning of the training materials and equipment provided by Novastar. For the procurement of such a teaching equipment, NovaStar will assist RMUTR to obtain a friendly quotation from their partnered organizations.

1.7. **Collaborations and/or Exchanges with other Novastar's partnered Education Institutions:** Novastar will link RMUTR to its other partnered education institutions both in China and other countries. The collaboration and exchange activities might include

mutual visits by teaching staffs, students and the management, staff and student exchange programs, summer school programs, and educational visits.

1.8. Internship Placement of RMUTR Students: Novaster agrees to accept RMUTR students who already passed its training programs to do the Cooperative and Work-integrated education programs at its factory in Thailand or assisting them to get the internship placement with its partnered organizations in Thailand and other ASEAN countries. During the internship period, the interns shall be assigned with specific duties as if they are full-time employees of the organizations. They shall also be remunerated, at least half of the minimum wage of the countries they do the internship.

1.9. Participation in Promotional Activities of NovaStar: RMUTR will participate in NovaStar marketing promotional activities taken place in Thailand to support NovaStar's market promotion efforts.

Cooperation projects emerging from this memorandum of understanding may involve all academic areas interested and feasible by both organizations. Specific agreements adopted pursuant to this memorandum of understanding will specify the collaborated activities and projects and the practical conditions of their implementation. Such specific agreements may also take into account the administrative and financial questions relating thereto, along with monitoring and follow-up procedures.

Article Two: Confidentiality and protection of personal data

Each party undertakes to treat as confidential any information, data and various documents which would be communicated by the other party and brought to its attention in the performance of this memorandum of understanding.

Information, documents and elements already available to the public when disseminated to the Parties, or documents susceptible to be publicly disseminated are not covered by this obligation.

Each Party is responsible for the personal data it processes in the framework of this agreement, in particular with regard to students' personal data

Article Three: Communication and use of logos

The parties authorize all communications on their partnership, whatever the media used, subject to written approval on editorial contents. They especially undertake to communicate via their respective websites, and to exchange their logos and Internet links for publication on their respective websites.

Article Four: Coordination and Monitoring of the Collaborated Projects

Each Party designates the person and department responsible for the administration of this memorandum of understanding.

For NovaStar: NovaStar Technical Certification Management Committee

Mr. Laurence Luo, director of NCE committee

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For RMUTR: Rattanakosin International College of Creative Entrepreneurship (RICE)

Mr. Tang Changjiang, Associate Director for Student Affairs

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In order to ensure the effectiveness of this collaboration under this memorandum of understanding, The Parties undertake to:

- Exchange information related to this cooperation and its successful implementation,
- Examine results obtained through this collaboration,
- Define and implement remedial actions, if necessary,
- Consider the following cooperation, if necessary,
- Potentially identify other collaboration or common initiatives.

Article Five: Exclusivity

Both Parties agree to maintain exclusive relationship with each other throughout the period of this memorandum of understanding. In that RMUTR shall never collaborate with any company in the LED technologies for the purpose of training and internship. Novastar, likewise, shall never collaborate with other educational institutions for the purpose of personal training and transmission of technologies and knowledge.



Article Six: Amendment and Cancellation of Memorandum of Understanding

Any amendment of this memorandum of understanding must be commonly agreed upon and formalized by the signature of a written addendum signed by both parties. The memorandum of understanding can also be cancelled after written and mutual approval by the authorized persons of each party, giving three (3) months 'notice. In case of termination, both Parties undertake to continue their commitment and obligation which would result from the specific agreements during the current year.

Article Seven: Term

This memorandum of understanding takes the effect on the date of signature for the period of five (5) years. Should any party wish to renew the MOU, it shall notify the other party in written at least thirty (30) days prior to the expiry date. The mutual agreement of the Parties shall result to a new MOU.

This memorandum is written in the English language. Two originals were signed so that each party will keep one original copy.

Signed on behalf of Rajamangala University of Technology Rattanakosin	Signed on behalf of NovaStar Tech Co. Ltd
 Assoc. Prof. Dr. Udomvit Chaisakulkiet President Date: <u>13 January 2025</u>	 Mr. Larance Luo Peng University Program Director Date: <u>13 January 2025</u>