



# MEMORANDUM OF UNDERSTANDING

Cooperation in the Field of  
Nuvoton Academic Program

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Between

Politeknik Negeri Madura

and

Nuvoton Technology Corporation

# Memorandum of Understanding

on

## Nuvoton Academic Program

### Introduction

- This Memorandum of Understanding ("MOU") is entered into between Nuvoton Technology Corporation, situated at No. 4, Creation Road III, Hsinchu Science Park, HsinChu, Taiwan, R.O.C. ("Nuvoton"), and Politeknik Negeri Madura situated at Jalan Raya Camplong Km. 4, Taddan, Camplong, Sampang-Madura, East Java, Indonesia 69281 ("PARTNER").

### Objective

- The objective of this MOU is to carry out "Nuvoton Academic Program" (the "Program") to enable educational use of the latest 32-bit ARM Cortex™-M0 microcontroller technology in universities courses, labs, student projects, and academic researches.

### Scope of Cooperation

- For the purpose of promotion, Nuvoton shall provide twenty (20) sets of NuMicro Cortex™-M0 Nu-LB-NUC140 learning boards ("Products") to PARTNER to establish NuMicro Cortex™-M0 lab (the "Lab").
- If additional NuMicro Cortex™-M0 Nu-LB-NUC140 learning boards are required by PARTNER for educational purpose, Nuvoton may offer 50% discount against regular selling price.
- Nuvoton shall provide support packages, teaching material and sample codes related to Products.
- PARTNER shall establish the Lab with twenty (20) sets of Products. The sole purpose of the Lab is to perform the Program.
- PARTNER shall submit reports of the relevant research projects concerning the Program performed in the Lab on a semester basis.
- PARTNER shall upload to YouTube, no less than five (5) videos per semester of PARTNER's performing the Program to Nuvoton.
- For the purpose of promoting the name of Nuvoton and Products, PARTNER shall prepare a name board (the size, wordings, and format shall be instructed by Nuvoton) and display it in the Lab.
- PARTNER shall designate a supervisor of the Program as follows:  
Supervisor's Name : Akhmad Arif Kurdianto, S.ST., M.T.  
Title/Position : Lecturer  
Telephone Number : +62817370013

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**on**  
**Nuvoton Academic Program**

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### **Confidentiality**

- Confidential Information means any and all information, regardless of form or storage medium, which is delivered or disclosed directly or indirectly from Nuvoton to PARTNER.
- During the term of this MOU and five (5) years thereafter, PARTNER will keep confidential all information received or created under the Program. However, Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no fault of PARTNER; or (ii) was in PARTNER's lawful possession without obligation of confidentiality prior to receipt from Nuvoton; or (iii) is provided to PARTNER without confidentiality obligation from a source independent of Nuvoton in lawful possession and authorized to disclose it without confidentiality obligation; or (iv) is independently developed by PARTNER without use of or access to Confidential Information of Nuvoton. PARTNER agrees to use at least the same degree of care that it uses to protect its own confidential information of like kind, but not less than reasonable care, to protect Nuvoton's Confidential Information.

### **Intellectual Property**

- Each party will retain ownership of any proprietary materials that it had invented, created, developed, or otherwise generated or acquired before the commencement of the Program ("Pre-existing Materials"). No license or other permission to use any Pre-existing Materials is provided under this MOU, even if Pre-existing Materials are incorporated into or used in connection with any activities or projects conducted pursuant to this MOU.
- The parties acknowledge that proprietary materials may be invented, created, developed, or otherwise generated or acquired in connection with the Program hereunder. PARTNER agrees to grant Nuvoton a worldwide, royalty-free, perpetual, sub-licensable, and non-terminable right and license to use any and all proprietary materials, technology, and intellectual properties developed by PARTNER in connection with the Program.
- Proprietary materials may be included but not limited to any inventions, trade secrets, techniques, research, data, data compilations, or expressions with regard to the Program.
- Any manuscripts or other potential publications or distributions resulting from joint research carried out with regard to the Program must be reviewed and approved by Nuvoton before being submitted to any third party.

**Governing Law**

- This MOU shall be governed by and construed in accordance with the laws of Taiwan, R.O.C. Any dispute arising under or relating to this MOU shall be submitted to the exclusive jurisdiction of the Hsinchu District Court of Taiwan, R.O.C.

**General**

- This MOU shall be effective for a period of two (2) years from March 1<sup>st</sup>, 2016.
- Nuvoton may evaluate PARTNER's performance every six (6) months. If PARTNER fails to fulfill its obligation provided under this MOU, Nuvoton may terminate this MOU by a thirty days prior notice and PARTNER shall return all the Products to Nuvoton.

IN WITNESS WHEREOF, the parties have caused this MOU to be signed by their duly authorized representative:

Signed on behalf of  
**Nuvoton Technology Corporation**



*Jen-Lieh Lin*  
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**Mr. Jen-Lieh Lin**  
Vice President  
Microcontroller Application Business  
Group  
Nuvoton Technology Corporation

Signed on behalf of  
**Politeknik Negeri Madura**

\_\_\_\_\_  
**Ir. Achmad Ansori, DEA.**  
NIP. 196304101989031020  
Director  
Politeknik Negeri Madura

Dated: 104. 12. 31

Dated: \_\_\_\_\_