

Memorandum of Understanding

**Between
Ironwood Institute
and
University of Agriculture and Forestry, Hue University**

This Memorandum of Understanding (MoU) is between:

Imperial Education Group Pty Ltd trading as Ironwood Institute, ABN 59131489819 of Level 3, 112-118 Rundle Mall, Adelaide SA 5000 Australia (hereinafter referred to as Ironwood) and University of Agriculture and Forestry, Hue University (HUAF) of 102 Phung Hung, District Dong Ba, Hue, Vietnam, hereinafter referred to HUAF.

Ironwood, an Australian-based Registered Training Organisation, is a highly respected international college that provides students with quality education and training through Australian accredited Qualifications in Leadership & Management, Marketing & Communication, and Horticulture & Agribusiness management in Adelaide, South Australia. With an international student community from over 35 countries, Ironwood offers industry-integrated programs that lead to Bachelor's and or Master's degrees at Australian Universities. With a very strong focus on International collaboration, Ironwood has developed partnerships with various educational institutes overseas and is working towards creating the next generation of high-tech agro – entrepreneurs.

HAUF has long-standing relationships with foreign universities and related institutions. These international partnerships involve student/ academic staff exchange, research collaboration, joint publication, and dual degree programs. With excellent facilities and qualified human resources, HAUF offers a variety of innovative programs.

1. Ironwood and HUAF intend to cooperate and collaborate in research, training, education and other agreed activities that further the aims and objectives of their respective organisations as follows:
 - 1.1. To jointly explore external funding opportunities through developing new project proposals, with the view of supporting each organisation's respective mission, and enabling both organisations to expand and extend their collaborative activities and associated business interests.
 - 1.2. To encourage the exchange of technical information, knowledge, and market intelligence relating to agricultural training and regional development. The actual exchange of materials will be done on a purely voluntary basis and subject to the respective resources, copyright requirements, and Intellectual Property rights of each respective organisation.

1.3.To explore opportunities for the delivery of specific projects (relating to training and education services, Master class training, study tours, on-farm research, and development) across a range of subject matters and disciplines including;

- i. Irrigation and water management;
- ii. Horticulture;
- iii. Crop agronomy and farming systems development;
- iv. Organic farming;
- v. Precision farming;
- vi. Agribusiness and farm management;
- vii. Agricultural extension and rural development;
- viii. Natural resource and environmental management;
- ix. Business management;
- x. Strategic leadership & communication;
- xi. Change management;
- xii. and other areas to be identified;

2. In a partnership between the two organisations, specific operating costs, identification of staff from both organisations, and the sharing of profit margins and any other benefits arising from the activities will be determined at the time of the project development activity (including the submission of any proposal to potential funding organisations).
3. The respective organisations acknowledge that in the absence of any specific agreement to the contrary, all expenses of salary, travel, living, and associated costs will be determined at the discretion, and time of the proposed activity, with no formal binding agreement in place (i.e. negotiated on a case by case basis).
4. The respective organisations will determine the level of their organisational investment that will take place, in developing and submitting specific project submissions, tender responses, and other activities relating to business development and generation.
5. This document is not intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions before any of the activities set out in this Memorandum of Understanding (MoU) are implemented, to ensure the activities can be accomplished in conformity

with the law and to enable the principles set out in this MoU to be implemented, the organisations shall enter into a formal and binding separate agreement or agreements with each other which will detail the specific form and content of the activities and cover the responsibilities and rights of each organisation. Such agreements will be negotiated in good faith.

6. This MoU commences from the date of the last signing and may be terminated at any time by mutual consent or by a 3-month notice by either party. It may be amended, modified, extended, or renewed only by the written consent of both Parties. The organisations agree to review this MoU on an annual basis (if required) from the date hereof.
7. The specific terms of this MoU do not preclude the development of future collaborative ventures or projects not mentioned in this document.

On behalf of
Ironwood (Ironwood Institute)

A blue ink signature of Assoc. Prof. Hank Duyverman, consisting of a large, stylized 'H' followed by a horizontal line.

Assoc. Prof. Hank Duyverman
Deputy Director

Dated:23.12.2023.....

On behalf of
University of Agriculture and Forestry,
Hue University

A blue ink signature of Assoc. Prof. Tran Thanh Duc, featuring a cursive 'D' followed by a horizontal line.

Assoc. Prof. Tran Thanh Duc
Rector

Dated:23/12/2022.....