



Future Generations University

Contract

Nam Can Tho University and Future Generations University

This Contract is entered into as of 25 March 2018 (the "Effective Date") by and between Nam Can Tho University (NCTU), a for-profit educational institution located at 168 Nguyen Van Cu Street, P. An Binh, Q. Ninh Kieu, TP Can Tho, Vietnam, and Future Generations University (FGU), a nonprofit educational institution located at 400 Road Less Traveled, Franklin, WV 26807 USA. NCTU and FGU are referred to singly as a "Party" and collectively as the "Parties" to this Contract. NCTU and FGU, respectively, are referred to singly as "Supplier NCTU" and "Supplier FGU," and collectively as "Suppliers."

RECITALS

Whereas, the Resolution of the 12th National Congress of the Communist Party of Vietnam seeks to upgrade the Vietnam Education and Training system in terms of English language fluency through Project 2020 learning objectives, meeting "the requirements of industrialization and modernization in the direction of socialist-oriented market economy and international integration,"¹ and

Whereas, Project 2020 expects Vietnamese teachers and faculty to communicate, reason, and teach across disciplines with English fluency, given the national goal of bilingualism, and there being Common European Framework of References for Languages (CEFR) standards of linguistic competence, and

Whereas, the integrated linguistic-development *Bending Bamboo* curriculum, blended learning techniques and tools, and iC3 communicative approach further teacher professional confidence in a time of modernization, industrialization, urbanization, sustainability and resilience, and

Whereas, Dr. Vo Tong Xuan, Rector of NCTU, invited Dr. Daniel Wessner, Ms. Elizabeth Holdeman, and Future Generations University to work with NCTU, the Can Tho Department of Education and Training, and the Vietnam Ministry of Education and Training to increase the competency and confidence of Mekong Delta English teachers with a curriculum to augment Project 2020 materials and objectives, and

Whereas, Suppliers are educational institutions aiming to provide services to all Can Tho English teachers from grades 1 to 12 as described in this Contract, and thereafter to all Mekong Delta English teachers from grades 1 to 12,

¹ These directives pertain to this MOU: Decision No. 1400 / QD.TTg (30/9/2008); Decision No. 3321 / QD (12/8/2010); Decision No. 4674 / QD-BGDDT; Decision No. 1210 / QD.TTg (05/9/2012); and Plan No. 1209 / KH.BGDDT (25/9/2013)

Now, therefore, in consideration of the promises and mutual covenants contained in this Contract and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to:

1. SERVICES

1.1 Suppliers shall provide capacity-building for Mekong Delta English teachers, beginning with educators from Can Tho and An Giang, through workshops, online courses, teacher and student texts, electronic flipbooks, publication graphics, a blended learning platform, administrative assistance, global classrooms, education research, extracurricular student activities, graduate study scholarships, grant writing, and broader dissemination, as explained herein:

1.1.1 Biannual **workshops** for three levels of teachers (grades 10-12, 6-9, and 1-5):

1.1.1.1 In 2018, there will be two 9-day workshops for teachers of grades 10-12 in March and August;

1.1.1.2 In 2019, there will be four 9-day workshops for teachers of grades 6-12; teachers of grades 10-12 will have workshops in February and July; and teachers of grades 6-9 will have workshops in March and August;

1.1.1.3 In 2020, there will be four workshops for teachers of grades 1-9; teachers of grades 6-9 will have 9-day workshops in February and July; and teachers of grades 1-5 will have 15-day workshops in March and August.

1.1.2 Biannual 16-week **online courses** follow upon a preceding workshop and preview an upcoming workshop:

1.1.2.1 Terms 1 and 3 begin after Tet; Terms 2 and 4 begin with the school year;

1.1.2.2 Weekly online classes will broadcast on Zoom, convene teachers with global classroom educational tools, build-out an iC3 communicative approach to the Project 2020 series of *Tieng Anh* texts, and cover *Bending Bamboo* and *Linguistic Development Education* materials; and

1.1.2.3 Teachers of grades 10-12 and 6-9 will have four terms of study (meeting once/week), whereas teachers of grades 1-5 will have two terms of study (meeting twice/week).

1.1.3 Three *Bending Bamboo* **teacher texts** and three *Bending Bamboo* **student texts** will apply the iC3 communicative approach to the Project 2020 series of *Tieng Anh* texts.

1.1.3.1 *Bending Bamboo* texts for three levels of teachers (initially grades 10-12, then grades 6-9, and finally grades 1-5) will scaffold topics and exercises in the *Tieng Anh* series, introduce robustly the communicative approach, contextualize linguistic-development materials pertaining to the Mekong Delta, and align with technologies to connect classrooms and schools across the rural and urban districts and cities of the Mekong Delta.

1.1.3.1.1 Language concerns include integrative reading, writing, speaking, listening, vocabulary, and grammar lessons; robust scaffolding of and communicative approach to the *Tieng Anh*

series; teacher and student motivation; preparation for CEFR exams; extracurricular activities; and teacher collaboration;

1.1.3.1.2 Development concerns include language acquisition and bilingualism for development; inter-cultural studies, action research for learning enhancement; use of global classroom tools and connectivity; and Project 2020 topics, such as modernization, urbanization, technology, commerce, environmentalism, resilience, and climate change; and

1.1.3.1.3 Theory, practice and research address a taxonomy of critical thinking; strategize textbook design; model and scale-up scaffolding of the *Tieng Anh* series; model and build-out a learning management system; and deploy and test the effectiveness of global classroom tools across Can Tho, other cities, and rural districts of the Mekong Delta provinces.

1.1.3.2. This project enables Mekong Delta teachers to build upon these three teacher texts to design, create, test, disseminate, and research collaboratively three *Bending Bamboo* student texts for grades 10-12, 6-9, and 1-5.

1.1.4 Four *Linguistic Development Education (LDE)* electronic flipbooks on the following graduate-level course content, thereby linking *Bending Bamboo* materials and methods to professional communicative approach discourse:

1.1.4.1 Theory & Practice of Language Acquisition;

1.1.4.2 Lifelong Development Education;

1.1.4.3 Bridging & Negotiating Differences; and

1.1.4.4 Action Research for Learning Enhancement.

1.1.5 Ready-for-publication layout and graphics of six *Bending Bamboo* teacher and student texts and four *Linguistic Development Education* flipbooks:

1.1.5.1 The above texts and flipbooks will acknowledge the authorship of contributing Vietnamese and American scholars, recognize the copyright of Supplier FGU, and grant permission to Supplier NCTU to reproduce and sell the *Bending Bamboo* texts and *Linguistic Development Education* flipbooks to advance the competence and confidence of English teachers across Can Tho, the Mekong Delta, and Vietnam.

1.1.6A blended learning platform that combines online, peer-to-peer, applied, and research learning, techniques, and tools:

1.1.6.1 The online portion of these studies will use a virtual audio-visual platform, open source learning management system, and online library;

1.1.6.2 The peer-to-peer learning among primary- and secondary-level educators will rely on sufficient electrical power, Internet connectivity, and virtual classroom tools;

- 1.1.6.3 The applied learning includes *Bending Bamboo* faculty- and staff-facilitated bilingual consideration of Project 2020 topics and teacher-facilitated student service to their communities; and
- 1.1.6.4 The research learning includes project monitoring and evaluation, participatory action research to design and revise the *Bending Bamboo* curriculum, key performance indicators of the effects of bilingualism and resiliency, and online research skill competency and confidence.
- 1.1.7 **Administrative assistance**, including build-out of a learning management system, ready-for-publication graphics, social media, finance, and accounting.
- 1.1.8 **Facilitated use of blended learning tools for global classrooms**, including use of the learning management system, audio-lingual platform, geospatial mapping, electronic flipbooks, online library, and e-portfolios.
 - 1.1.8.1 This project relies on new learning technology, such as projector, laptop, speaker, microphones, screen or monitor, and webcams to grow the number of “global classrooms” linking Can Tho and Mekong Delta teachers and Future Generations University instructors using *Bending Bamboo* methods and materials.
 - 1.1.8.2 As needs arise to ensure reliable electricity to rural Mekong Delta schools so that they have the same access to *Bending Bamboo* as do urban schools, the Parties will work with others, including but not limited to IEEE (Institute of Electrical and Electronics Engineers), to problem-solve and raise funds in furthering this project’s learning objectives.
 - 1.1.8.3 This project looks first and foremost to local supply chain provision of appropriate technology hardware to build out global classrooms.
- 1.1.9 **Guided education research**, project monitoring and evaluation, and annual reporting.
- 1.1.10 **Extracurricular student activities** across participating schools.
- 1.1.11 In the first two years of this project, 24 teachers will be selected on the basis of a qualifying essay prompt to apply as **graduate candidates**, who are essential to the research, leadership, and sustainability of this project. Vetted candidates may then submit an application to the FGU Master of Arts in Applied Community Change, specializing in Linguistic Development Education. There are scholarships for eight students in each of the next three cohorts (beginning 26 February 2018, 20 August 2018, and 19 August 2019). More candidates are welcome in addition to these 24 scholarship recipients but this contract does not speak to their application, admission, and financial circumstance.
 - 1.1.11.1 *Bending Bamboo* will grow, especially, the competence and confidence of these Master of Arts candidates for they are to assist with *Bending Bamboo* workshops and online courses, to learn and carry out education research, and to help design, write, publish, and introduce three *Bending Bamboo* student texts.
- 1.1.12 **External grant writing** in support of these *Bending Bamboo* activities and objectives.

- 1.1.13 Broader **dissemination** of this project's methods and materials as the Parties analyze third-party data, analysis, and impact of *Bending Bamboo* on teacher collaboration, competence and confidence, and on Mekong Delta schools and student learning.

2. PAYMENTS

- 2.1 Revenue and expenses for this project are described in **Appendix A, "Bending Bamboo Budget & 3 Domains of Deliverables for Mekong Delta English Teachers (2017-2020),"** and payment for said services shall be by:

- 2.1.1 Supplier NCTU contracting for and reimbursing project-related services and costs with domestic and international non-parties to this Contract, including but not limited to IEEE:

- 2.1.1.1 1 May 2018, for pilot costs incurred in 2017 (Year 0) and 2018 (Year 1);
- 2.1.1.2 30 November 2018, for additional costs incurred in 2018 (Year 1);
- 2.1.1.3 1 April 2019, for costs incurred at the end of 2018 and into 2019 (Year 2);
- 2.1.1.4 30 November 2019, for additional costs incurred in 2019 (Year 2);
- 2.1.1.5 1 April 2020, for costs incurred at the end of 2019 and into 2020 (Year 3); and
- 2.1.1.6 31 December 2020, final accounting of project costs and disbursements.

- 2.1.3 Supplier FGU invoicing NCTU up to the annual amounts identified in **Appendix A**, balance to be paid quarterly by NCTU within 30 days of invoice receipt, which shall be on/about 15 April (for January to March goods and services, and any prior year balance), 15 July (for April to June goods and services), 15 October (for July to September goods and services), and 15 January (for October to December goods and services):

- 2.2 Payment to Suppliers: Payment to Suppliers is due thirty days after receipt of invoices.

- 2.2.1 All money wired to FGU must be in US Dollars.

- 2.2.1.1 Beneficiary Financial Institution

Name: Pendleton County Bank
Address: 300 North Main Street
Franklin, WV 26807 USA

ABA/Routing: 051504254

- 2.2.1.2 Beneficiary Account Information

Name: Future Generations University
Address: 400 Road Less Traveled Road
Franklin, WV 26807

Account #: 198919

SWIFT Code: PCBBUS66

- 2.2.1.3 Intermediate/Receiving Financial Institution Information

Name: Pacific Coast Banker's Bank
Address: San Francisco, CA 94104

ABA/Routing: 121042484

Account #: 100958966400

SWIFT Code: PCBBUS66

2.3 **Financial Procedures:** All accounting procedures shall conform to generally accepted accounting practices in the United States. Explanations and backup documentation shall be provided to the inquiring Party by the other Party for all charges upon request. No Party shall bill for services rendered in preparing explanations of charges or providing backup information. Suppliers shall secure the best possible rates for all products and services described in this Contract. Parties must adhere to budgetary limits when executing their responsibilities under this Contract.

3. **GENERAL TERMS AND CONDITIONS**

3.1 **Terms and Termination.** This Contract shall begin on the Effective Date set forth, and shall end on 31 December 2020, unless sooner terminated pursuant to the following provisions:

3.1.1 If any Party desires to terminate this Contract, they shall do so with at least 90 days advance written notice.

3.1.2 In the event of a material breach of the provisions of this Contract, the non-breaching Party may, at its option, and upon written notice to the breaching Party, terminate this Contract with 10 days advance written notice.

3.1.3 If any Party is unable to perform any of its obligations under this Contract due to events beyond its reasonable control, the Parties may reschedule events contemplated to a date and time mutually agreed upon between the Parties. In such event, no Party shall be obligated to pay any expenses associated with non-performance. Events beyond a Party's reasonable control shall include, but not be limited to:

3.1.3.1 *Force majeure*, an extraordinary event, such as war, embargo, strike, labor dispute, riot, crime, terrorism, epidemic, fire, or severe weather; or

3.1.3.2 An order, rule, regulation, or restriction of any court or government agency.

3.2 **Authority.** Each Party represents and warrants to the others that:

3.2.1 It has the necessary power and authority to enter into this Contract;

3.2.2 The performance of this Contract has been authorized by all necessary action;

3.2.3 Entry into and performance of this Contract does not conflict with any provisions of law or the certificate of incorporation or by-laws of any Party;

3.2.4 If any action by any governmental or political office is necessary, it shall be taken to make this Contract valid; and

3.2.5 It possesses all licenses and other approvals necessary to perform its obligations under this Contract.

3.3 **Entire Contract, Amendment, and Modification.** This Contract constitutes the entire Contract between the Parties with respect to the subject matter hereof, and the provisions of this Contract shall supersede or replace any conflicting or additional provisions which may be contained in any other writing or document. In the event of a conflict between any provision appearing in any other writing and in this Contract, the provisions of this Contract shall be controlling. This Contract may not be modified except in a writing signed by the Parties.

3.4 **Binding on Parties.** This Contract shall be binding upon the Parties and their respective permitted successors and assigns. No Party may assign, subcontract, transfer, or delegate, in whole or in part, any of such party's rights or obligations under this Contract without the

prior written consent of the other party. Any termination of this Contract shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

- 3.5 Compliance with Laws, Rules, Regulations, and Standards of Conduct. The Parties shall comply with any federal or state laws, rules, or regulations, or county or municipal ordinances, rules, or regulations applicable to this Contract.
- 3.6 Governing Law. This Contract shall be construed and interpreted in accordance with, and its performance shall be governed by the laws of the State of West Virginia, excluding such state's choice-of-law principles, and all claims relating to or arising out of this Contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of West Virginia, excluding such state's choice-of-law principles. Any controversy, claim, or dispute arising out of or related to this Contract, or the breach thereof, shall be adjudicated in the courts of Pendleton County, West Virginia to which the Parties consent to personal jurisdiction.
- 3.7 Intellectual Property Rights.
- 3.7.1 Suppliers may use Pre-existing Intellectual Property Rights when providing Services described in this Contract. The Pre-existing Intellectual Property will be retained by either Supplier and/or its sub-contractors and will not be owned by or assigned to another Party under this Contract. To the extent that any Pre-existing Intellectual Property Rights are incorporated into these Services, either Supplier hereby irrevocably grants to the other Party a royalty-free, fully paid-up license to copy, modify, make derivative works of, and otherwise distribute such Pre-existing Intellectual Property Rights as part of such work product.
- 3.8 Confidentiality. The Parties shall not disclose to a non-party to this Contract any Confidential Information of any Party to this Contract. The receiving Party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to protect the Confidential Information of the disclosing Party.
- 3.8.1 "Confidential Information" as used in this Contract means information identified by any Party as "confidential" and/or "proprietary," or information that, under the circumstances, ought reasonably be treated as confidential and/or proprietary. "Confidential Information" shall include, but not be limited to, technical information, market research, analyses, processes, present and/or future product information, or business plans.
- 3.8.2 Return of Confidential Information. All Confidential Information and any and all copies and reproductions thereof shall, upon the expiration or termination of this Contract for any reason or within fifteen days of written request by any Party to this Contract, be promptly returned to it, or in the alternative, destroyed upon request.
- 3.9 Indemnification. Suppliers agree to indemnify, defend, and hold harmless each other, as well as their affiliates, officers, agents, and employees from and against any and all claims,

damages, liabilities, losses and/or expenses (including attorney's fees and costs) incurred by Suppliers in the course of performing the Services described herein.

3.9.1 Supplier NCTU and Supplier FGU shall exercise due care in performing the Services described herein.

3.10 Insurance. The Parties shall maintain throughout this Contract the following insurance coverage:

3.10.1 General Liability Insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage including coverage for personal injury, products and completed operations, and blanket contractual coverage.

3.10.2 Prior to commencing work or services, the Parties shall furnish each other with a Certificate of Insurance evidencing the insurance coverage and limits required by this Contract. The Parties shall provide each other with a 30-day advance written notice if any of the required insurance coverage has been cancelled, terminated, non-renewed or materially changed and do not meet the requirements set forth above, and a 10-day written notice for cancellation due to non-payment of premium.

3.11 Publicity. The Parties acknowledge that each may desire to use such other Party's name for press releases, marketing, brochures, and reports, indicating that these Parties collaborate in the Services described in this Contract. The Parties agree that each may use the other's name in such a manner. They may in their sole discretion assist the others in marketing and promoting these Services. They shall, however, make no use of the other's name, logo, or trademarks without the expressed prior written consent of authorized individuals working for said Parties, which shall not be unreasonably withheld, respectively.

3.12 Agents.

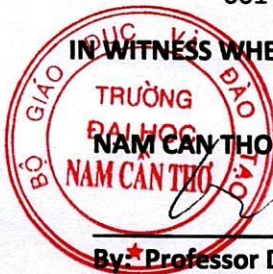
3.12.1 On behalf of Supplier NCTU:

Dr. Vo Tong Xuan, Rector, vtxuan@nctu.edu.vn, 84 98 851 4762 (m), www.nctu.edu.vn.

3.12.2 On behalf of Supplier FGU:

Ms. Stephanie Hartman, Chief Financial Officer, stephanie@future.edu, 001 304 358 2000 (o), www.future.edu.

IN WITNESS WHEREOF, the Parties hereto execute this Contract as of the day first above written.



NAM CAN THO UNIVERSITY

By: Professor Dr. Vo Tong Xuan

Title: Rector

Date: 25 March 2018

FUTURE GENERATIONS UNIVERSITY

By: Professor Dr. Daniel Taylor

Title: President

Date: 25 March 2018