



MEMORANDUM OF AGREEMENT
ON MUTUAL COOPERATION RESEARCH AND PERSONNEL DEVELOPMENT
FOR SOLAR CELL SYSTEMS AND ITS IMPLEMENTATION

BETWEEN
FACULTY OF ENGINEERING,
RAJAMANGALA UNIVERSITY OF TECHNOLOGY THANYABURI

AND

SMA SOLAR (THAILAND) CO., LTD.

This Memorandum of Agreement is made at the Faculty of Engineering, Rajamangala University of Technology Thanyaburi by and between

Faculty of Engineering, Rajamangala University of Technology Thanyaburi, being located on Rangsit-Nakhonnayok Rd., Klong Hok Sub-district, Thanyaburi District, Pathum Thani 12110, by Assistant Professor Dr. Sommai Pivsa-Art, Dean of the Faculty of Engineering, Rajamangala University of Technology Thanyaburi, hereinafter called "**RMUTT**" the first party, and

SMA Solar (Thailand) Co., Ltd., being located at 17th Floor, ML1708-10, The Offices at Central World, 999/9 Rama I Road, Pathumwan Sub-district, Pathumwan District, Bangkok Metropolis, 10330, by Mr. Anuson Atilaksana, managing director, hereinafter called the "**Company**".

Both parties agreed with the following :

ARTICLE 1. SCOPE AND OBJECTIVE OF THE CORPORATION

Both parties agreed to mutually cooperate in the operation "**Research and Personnel Development for Solar Cell Systems and Its Implementation**" hereinafter collectively called the "**Activity**", by having the following objectives :

1) To collaborate in the research and personnel development for the implementation of the solar technology such as systems of Grid Connected, Stand Alone, and other related implementations as well as to find the guideline in analyzing the data from the systems in order to improve the quality of the electricity to be used appropriately and sustainably.

2) To collaborate in the actual event (Workshop) for solar cell technology implementation, whereas both parties will mutually push forward learning courses for implementation of solar cell technology as well as the contents of each relevant course properly. To co-evaluate the effectiveness of the training through the installation for usability at the actual site in order that the participants can apply the knowledge gained from the training to extend results in designing of the installation system,
SMA Solar (Thailand) Co., Ltd. Rajamangala University of Technology Thanyaburi

basic troubleshooting including to be able to analyze and evaluate the use of solar cell technology which is the ultimate objective of this work. And to push forward for the tangible implementation of solar cell technology more broadly.

ARTICLE 2. TERM OF OPERATION

This Memorandum of Agreement (MOA) is effective from the date of signing, having terms of cooperation for 4 years beginning on the date of signing of the MOA. However, the "**Company**" and "**RMUTT**" may appropriately agree in writing to extend the period of operation under this MOA with proper reason.

ARTICLE 3. IMPLEMENTATION OF MEMORANDUM OF AGREEMENT

3.1 Both parties shall promote the cooperation in the implementation as well as to support any materials, and places for operation in order to achieve the success under this MOA.

3.2 In the event that any party is required to provide any tools, equipment, and materials for the implementation under this MOA, such party agrees to supply the tools, equipment, and materials with his own costs. And it shall be deemed that the ownership of the tools, equipment, and materials belongs to the providing party. The party who owns the title of the tools, equipment, and materials is entitled to make any mark on such property to show that the property is belong to the providing party. Upon termination of this MOA, the party who is the owner of the property has the right to take them back.

3.3 Both parties shall procure personnel having proper knowledge and capacity to serve as chief of the project in order to supervise the activities under this MOA.

The chief of the project will procure personnel having proper knowledge and capacity to perform the operation in accordance with this MOA. Both parties shall provide support and facilitation to such personnel in order to achieve the accomplishment in accordance with this MOA, as well as to create the atmosphere of cooperation in the operation.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS

4.1 All intellectual property rights in the information, reports, documents, result of research, and any other particulars arising from the operations under this MOA, including but not limited to the content of training courses, shall be co-owned by both parties.

4.2 In the event that any party wishes to exploit the intellectual property stated in Clause 4.1 in academic or commercial purpose, such party shall, in advance, notify the other party in writing, and

(1) In the event that such exploitation is in academic or commercial purpose, the user must as well be determined to cite the ownership of the intellectual property rights.

ARTICLE 5. CONFIDENTIALITY

Both parties agree to keep the confidential matter and/or trade secrets which the party who owns the confidential information and/or trade secrets wishes to keep such information as confidential information and/or trade secrets, hereinafter collectively called "**confidential Information**". Both parties shall not disclose, publish, or perform whatsoever means so that the third party knows the

confidential information, which may cause damage to the owner of the confidential information unless otherwise a written permission from the owner of the confidential information is granted. In addition, in the case of disclosure of confidential information to employees, consultants, and/or other persons, both parties shall have the employee, consultants, and/or other persons are bound to confidentiality in confidential information by having the identical requirements hereto and all copies of documents signed by the employee, consultants, and /or other persons shall be forthwith passed to the other party.

Such confidentiality in the first paragraph shall remain in effect although this MOA is terminated. The confidential information may be disclosed upon receipt of a written consent from the owner of the confidential information, or such confidential information is no longer confidential due to lawful reason.

ARTICLE 6. ASSIGNMENT

Neither party can assign the rights nor obligations under this MOA to any third party unless a permission in writing is granted by the other party herein.

ARTICLE 7. TERMINATION

7.1 In the event that a party hereto wishes to terminate this MOA prior to the time specified in Article 2 is over, a notice of that intention shall be issued and sent to the other party at least 30 days in advance. If the recipient agrees to such termination, a notice shall be issued and sent to the first party. Consequently, this MOA shall be terminated on the specified due date.

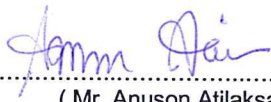
7.2 In the event that a party fails to comply with or breaches any provisions set forth herein, and the other party, who does not breach any provisions herein, has issued a notice to the party breaching the provisions herein to correct the failure within 30 days from the date of receiving the notice. But the party receiving the notice fails to correct the failure within such period of time; the party who does not breach any provisions herein shall have the right to forthwith terminate this MOA.


7.3 Upon termination of this MOA, both parties are entitled to continue in operating the research and development of any particulars, or to conduct certain operations or activities on the condition that such action shall not violate the intellectual property rights of the other party.

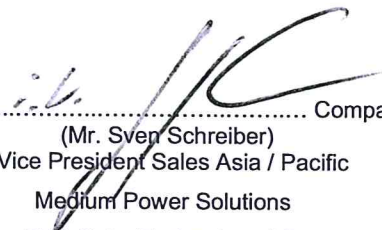
ARTICLE 8. AMENDMENTS

In case there is necessity to amend any provisions herein, such amendments shall be made in writing in conformity with the procedure of preparing this MOA.

This MOA is made in duplicate with identical contents. Both parties having read and understood all terms thoroughly agree that they are correct as intended. In witness whereof, They affixed their names in the presence of witnesses.

Sign  Company
(Mr. Anuson Atilaksana)
Managing Director
SMA Solar (Thailand) Co., Ltd.

Sign RMUTT
(Asst. Prof. Dr. Sommai Pivsa-Art)
Dean of Faculty of Engineering
Rajamangala University of Technology
Thanyaburi

Sign  Company
(Mr. Sven Schreiber)
Vice President Sales Asia / Pacific
Medium Power Solutions
SMA Solar Technology AG

Date: 22-Jan-2013