
MEMORANDUM OF UNDERSTANDING

BETWEEN

SINGAPORE INSTITUTE OF MANAGEMENT PTE LTD

("SIM PL")

AND

NTC Group

("NTC")

This Memorandum of Understanding (“MOU”) is made on this 19 day of August, 2020,

between

Singapore Institute of Management Pte Ltd (“SIM PL”) at 461 Clementi Road, Singapore 599491

and

NTC Group (“NTC”) at NTC Building #100, Street Pasteur, Sangkat Phsar Thmey III, Daun Penh, Phnom Penh, Cambodia.

(**SIM PL** and **NTC** are hereinafter collectively referred to as “**the Parties**” and individually as a “**Party**”).

PURPOSE

The primary objective of this MOU is to cooperate and develop a mutually beneficial partnership between the Parties, through collaboration in areas of marketing and promotion, study and scholarships.

IT IS HEREBY AGREED AS FOLLOWS:

1. STUDY TOUR

- 1.1. Both Parties agree to establish the opportunity for students from NTC to participate in designated study tour visit and annual SIM Study Tour hosted by SIM PL, to deepen their learning experiences and international exposures.
- 1.2. SIM PL will host a group of up to 30 students and accompanying teachers from NTC once a year, on a half-day or full-day designated study tour visit in SIM campus, Singapore. Fees for lunch will be covered by SIM PL during the visit. NTC should notify SIM PL at least 3 months in advance on the students’ profiles and intended visit date, in order for SIM PL to make the necessary arrangements.
- 1.3. In addition, students aged 15–17 from NTC are welcome to apply to SIM PL’s annual SIM Study Tour*.

NTC shall endeavour to promote this event to its eligible students. The maximum number of Cambodian students (including from other sources) that SIM Study Tour may accept is 20.

**SIM Study Tour is an event in which students will learn through a series of specially curated workshops, as well as have the opportunity to explore Singapore’s rich cultural diversity by visiting its places of interest.*

2. ARTICULATION ARRANGEMENT

- 2.1. Students who have successfully completed their studies at schools under NTC may be considered for admission into programmes offered at SIM PL in Singapore, subject to the prevailing admission requirements and policies at the point of application. SIM PL reserves the right to review and amend such policies at any time during the period of this MOU.
- 2.2. NTC will receive SIM PL's updated International Student Prospectus and other supplementary materials annually and upon request.
- 2.3. Annually and/or at the point of occurrence, NTC will update SIM PL regarding any substantive programme changes.

3. CONSULTATION SERVICES

- 3.1. NTC will allow SIM PL to visit and address students in Senior Year 2 & 3 in the schools under NTC two (2) times a year, to facilitate in its college counselling services to prospective students. The visit period will be once in the beginning of the school year and once nearing the end of the school year, or as mutually agreed between both Parties. The visits will be arranged at least one month in advance to ensure sufficient preparation time for NTC personnel.
- 3.2. The counsellor(s) providing college counselling services shall be trained by SIM PL representative and exercise reasonable care in counselling, to ensure accuracy of the consultation advice and information.
- 3.3. NTC shall provide SIM PL with to-date official transcripts of applicants at the point of application, as well as any other appropriate evaluations of its students' performance.
- 3.4. NTC shall undertake to submit an online application for its students with complete documentations for SIM PL to process for admissions.

4. SCHOLARSHIP OPPORTUNITY

- 4.1. SIM PL provides scholarship opportunity whereby successful applicants will be sponsored 100% of the SIM Diploma tuition fees. There is no bond attached to the scholarship.
- 4.2. Eligible Students with excellent academic performance from schools under NTC may apply for this scholarship to pursue a SIM Diploma programme.

- 4.3. NTC shall screen through the applicants' results to ensure that they meet the criteria, and provide SIM PL with up-to-date official transcripts of applicants at the point of application, as well as any other appropriate evaluations of the students' performance. Only applicants who have paid the full application fee may be considered and/or shortlisted for the scholarship interview. Shortlisting of candidates shall be at the discretion of SIM PL.
- 4.4. The scholarship interview can be conducted in Phnom Penh, Cambodia, if there are at least 10 shortlisted candidates. The date and time of the interviews shall be mutually decided by both Parties, and the venue shall be provided by NTC.
- 4.5. In the event that students from any of the schools under NTC are awarded scholarships, SIM PL will endeavour to provide updates of the students' progress, such that both Parties may use these information in their outreach activities.
- 4.6. The scholarship opportunity is subject to changes, in accordance with SIM PL's prevailing scholarship policy, and SIM PL will inform NTC in writing in the case of revisions to the scholarship policy.

5. WORKSHOPS

- 5.1. SIM PL can provide up to two (2) workshop sessions per year for the students from schools under NTC, in line with the students' interests of their future educational pursuits. These workshops shall be conducted by SIM PL personnel at no cost to NTC.
- 5.2. SIM PL shall endeavour to deliver topics that are up-to-date, relevant, and of interest to these students.
- 5.3. The dates and times of the workshop session(s) shall be mutually agreed by both parties, and the workshop venue(s) shall be arranged by NTC.
- 5.4. NTC shall assist to promote these workshop opportunities to students from schools under NTC to the best of their ability, and gather the students into one single workshop per session.
- 5.5. Each workshop should have at least 30 attendees. In the event that the workshop did not attract enough attendees, SIM PL has the right not to proceed with the workshop.

6. EDUCATORS CONFERENCE

- 6.1. Whenever SIM PL organises an Educators' Conference that is conducted in SIM, Singapore, SIM PL may sponsor one (1) attendee from NTC in terms of airfares and accommodation, to attend the Conference. The amount sponsored will be based on the sponsorship scheme given by organizing committee.

The Conference's objectives include bringing together educators from different countries, leading to networking and knowledge sharing, with the ultimate aim of improving education in the region. SIM PL hopes for educators to benefit from being a part of this event and be able to bring back the gained knowledge and insights into their school and community.

- 6.2. In the case that SIM PL wishes to host an Educators' Conference in Cambodia for educators from Cambodia, SIM PL and NTC shall explore the possibility of both parties co-hosting the conference. In the co-hosting of such an event, SIM PL will provide the trainers and educational resources, while NTC will provide the networks and venue. NTC and SIM will discuss and decide mutually on the guests / educators to be invited for the conference.

7. PROMOTION, BRAND AND LOGO

- 7.1. Both Parties may engage in promotional and marketing activities in the form of joint seminars, networking sessions, or other events, to mutually benefit this partnership. The Parties shall seek approval and provide each other with copies of such advertisements, brochures and promotional materials.
- 7.2. Neither Party to this MOU shall use or refer to the name, logo and brand of the other Party without the written consent of that other Party. The Parties shall immediately cease the use in any manner of the other party upon termination or expiry of this MOU for any reason.

8. ASSIGNMENT

- 8.1. No Party to this MOU shall assign any of its rights or obligations here under to any other person without the prior written consent of the other Party.

9. COMMENCEMENT, RENEWAL AND TERMINATION

- 9.1. This MOU shall become effective upon the date of its signing by both Parties and shall remain in force for a period of two (2) years from the date of the signature.
- 9.2. This MOU shall be subject to revision and mediation by mutual written consent and may be terminated by either Party at any time for any reason upon thirty (30) days advance notice to the other Party in writing.

- 9.3. In the absence of 30 days written notice of termination to the other Party, the MOU shall be renewed automatically for successive additional period of two (2) years. Notwithstanding anything to the contrary, this MOU may be terminated by either Party, without cause, by giving 30 days written notice to the other Party.
- 9.4. Notwithstanding the termination of this MOU for any reason, each Party agrees that it will continue to fulfil its responsibilities for any ongoing project until the completion of the project.

10. CONFIDENTIALITY

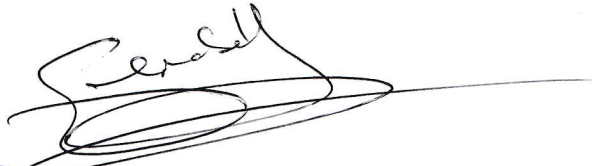
- 10.1. All records, reports, descriptions, information, studies, programmes, and other technical and financial documents made available by one Party to the other pursuant to this MOU shall be treated in strict confidence, and shall not be disclosed to any other person otherwise than for the purpose in relation to this Memorandum.

11. GENERAL

- 11.1. The Parties agree that the signing of this MOU does not create any legal binding obligations between the Parties.
- 11.2. All disputes, if any, arising from this MOU shall be resolved amicably through negotiations in good faith by the Parties.
- 11.3. Each Party to bear its own costs in carrying out their respective obligations.
- 11.4. Notwithstanding anything to the contrary, all SIM PL's obligations under this MOU, such as its acceptance of students, are in its sole discretion and subject to availability of places and resources. SIM PL shall also not be liable for any loss and/or damage in relation to this MOU.

pIN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding the day and year first above written.

**For and on behalf of
Singapore Institute of Management
Pte Ltd**



Gerald Lum
Director
Student Marketing & Recruitment

**For and on behalf of
NTC Group**



Oknha Chea Thilay
Chairman
NTC Group

In the presence of



Name of witness: Joys Lin
Designation Assistant Manager
Division Student Marketing
& Recruitment
Dated: 19 Aug 2020



In the presence of



Name of witness: Kim Hon
Designation CEO
Division
Dated: Aug 27, 2020