

A G R E E M E N T

FOR

E-MAIL SYSTEM

BETWEEN

SAMSUNG ELECTRONICS CO. LTD.

(COMPUTER DIVISION)

AND

ASEAN SECRETARIAT

AGREEMENT FOR E-MAIL SYSTEM

THIS AGREEMENT made and entered into this day of 19th June 1992 by and between Samsung Electronics Co. Ltd., a corporation organized and existing under the laws of the Republic of Korea and having its registered office at 7th Fl. Ankuk Insurance Bldg., 87, 1-ka, Ulchi-Ro, Chung-Gu, Seoul, Korea (Hereinafter referred to as "SAMSUNG") and ASEAN Secretariat, with its registered office at 70A, Jl. Sisingamangaraja, Jakarta (hereinafter referred to as "ASEAN").

WITNESSETH:

WHEREAS, SAMSUNG is engaged in the business of E-MAIL SYSTEM which is supplied by Samsung Electronics Computer Business Unit; and WHEREAS, ASEAN wishes to act as a end-user of such products sold by SAMSUNG : Now, THEREFORE, in consideration of the mutual premises and herein contained, the Parties agree as follows:

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ARTICLE 1. **Definitions**

For the purpose of this Agreement, each of the following definitions shall apply:

- (a) "E-Mail System" shall mean a network of Computer system connecting 7 offices of 6 ASEAN National Secretariats and ASEAN Secretariat in Jakarta.
- (b) "Territory" shall mean the territory of Brunei Darussalam, Indonesia, Malaysia, Philippines, Singapore and Thailand.
- (c) "PRODUCTS" shall mean the following types of products as specified in attached "APPENDIX A" and "APPENDIX B" herewith:
 - (i) SSM 32/400 (SysteMaster 486/33TK)
 - (ii) DeskMaster 386S/20N
- (d) "Agreement" shall mean only this Agreement including written amendments thereto and any exhibits or schedules.
- (e) Installation and training schedule should be as set out in "APPENDIX D".
- (f) Detailed specifications of the software appear as "APPENDIX E".

(End of Article)

ARTICLE 2. Price and Payment

- (a) SAMSUNG will sell the PRODUCTS to the ASEAN at the agreed prices as specified in "APPENDIX A" and "APPENDIX B" herewith.
- (b) The prices quoted are exclusive of import duty, thus each ASEAN member is responsible to seek exemption of duty of the products as specified in "Appendix A" and "Appendix B" from their respective government authorities.
- (c) ASEAN shall open an irrevocable letter of credit at sight, in favour of Samsung Electronics Co., Ltd. within 30 days after signing date of this Agreement.
- (d) In case ASEAN request SAMSUNG to supply additional products besides products/ specifications described in "APPENDIX A" and "APPENDIX B", both parties shall renegotiate price and availability separately.
- (e) Engineering Costs should be as described in "Appendix C".
- (f) The cost of training the personnel designated by each ASEAN member and the ASEAN Secretariat for the operation of the E-Mail System in 6 ASEAN National Secretariats and the ASEAN Secretariat in Jakarta shall be borne from the SCF as provided in Appendix C herewith.

(End of Article)

ARTICLE 3. Communication Line

- (a) Each ASEAN country is responsible for the installation of the X.25 line (but a dial-up line in Brunei Darussalam and an additional dial-up at the ASEAN Secretariat in Jakarta).
- (b) Cost for installation of the communication line will be borne by the Republic of Korea from the Special Cooperation Fund (SCF).

(End of Article)

ARTICLE 4. Warranty and Maintenance

This Article shall be bound by a separate contract to be signed between individual ASEAN country and Samsung Electronics Company, Ltd.

(End of Article)

ARTICLE 5. Term of Agreement

- (a) This Agreement shall be effective from the day of 19th June 1992 only for one year and,
- (b) This agreement shall be automatically expired and shall be unavailable after effective periods.

(End of Article)

ARTICLE 6. Termination

(a) SAMSUNG shall have the right to forthwith terminate this Agreement at any time with a written notice to the ASEAN in the event that the ASEAN shall commit any material breach of the provisions of this Agreement and shall fail to rectify such breach within two (2) months after the receipt of a notice in writing from SAMSUNG requiring such notification. Example of breach by the ASEAN include but are not limited to the followings:

- (i) failing to pay SAMSUNG money owned to it under this agreement.
- (ii) unreasonable delay in confirmation of order and/or opening the letter of credit.

(b) ASEAN shall have a right to forthwith terminate this Agreement at any time with a written notice to SAMSUNG in the event that SAMSUNG commit any material breach of provisions of this Agreement and shall fail to rectify such breach within two (2) months after the receipt of such notice in writing from the ASEAN requiring such rectification.

(c) ASEAN shall not make any financial demands upon SAMSUNG for compensation for its service performed under this Agreement or refund of its service performed under this Agreement or refund of its expenses incurred from facilities and others. Samsung shall not make any financial demands upon ASEAN for compensation in performing this Agreement.

(End of Article)

ARTICLE 7. Force Majeure

(a) If the performance of any part of this agreement is prevented, restricted or interfered with for any length of time by reason of governmental restrictions, war, civil commotions, riots, strike, lock out, lack of shipping space and acts of God such as typhoon, flood, fire or any other similar causes which are beyond the reasonable control of the parties, the parties shall be excused from delay or failure of performance to the extent of such prevention, restriction or interference and for such length of time.

(b) Either party shall promptly notify the other in writing of the occurrence of any event of force majeure.

(End of Article)

ARTICLE 8. Notice

(a) Any notice, request, consent, offer or demand required or permitted under this Agreement must be in writing and must be sufficiently given it delivered in person or sent by registered airmail or cable confirmed by registered airmail, addressed as follows :

SAMSUNG

ASEAN

Address: SAMSUNG ELECTRONICS CO. LTD. 70A, Jl.Sisingamangaraja
7 Fl. ANKUK INSURANCE BLDG. Jakarta, Indonesia
87, 1-KA, ULCHI-RO, CHUNG-GU
SEOUL, KOREA
Telex: TELCOM K24377 47213 & 47214 ASEAN-JKT

Notice must be deemed to have been given on the date of mailing except the notice of change of address which must be deemed to have been given when received.

(End of Article)

ARTICLE 9. Waiver

- (a) The failure by either party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of that party's right thereafter to enforce that or any other term of conditions of this Agreement.

(End of Article)

ARTICLE 10. Rights of Third Parties to this Agreement

- (a) This Agreement and every term and condition thereof shall ensure to the benefit of the parties, and shall be binding upon any successors to the parties, but neither party may assign this Agreement or any rights thereunder directly or indirectly, without the prior written consent of the other party.

(End of Article)

ARTICLE 11. Settlement of Dispute

- (a) Any dispute or difference which may arise between the parties, out of or in relation to or in connection with this Agreement or for the breach thereof which cannot be settled amicably shall be finally referred to the ASEAN-ROK Joint Management Committee (JMC).

(End of Article)

ARTICLE 12. Entire Agreement

(a) This Agreement and the Warranty and Maintenance Agreement constitute the entire agreement between the parties and supersedes all previous agreement, negotiations and commitments in respect thereto, and shall not be changed or modified in any manner, except by mutual consent in writing of subsequent date signed by duly authorized representatives of each party to this Agreement.

(End of Article)

ARTICLE 13. Amendment

(a) This Agreement may be amended only by a written instrument signed by duly authorized representatives of both parties and expressly stating that it is an amendment to this Agreement.

(End of Article)

ARTICLE 14. Headings

(a) Heading of article and subsections of this Agreement are for convenience only and shall not be used in construing this Agreement.

(End of Article)

Additional Comments:

This Agreement is made in duplicate in the English language as the evidence of concluding this Agreement and parties to this Agreement shall respectively retain one copy thereof.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day any year first above written.

SAMSUNG ELECTRONICS CO. LTD.

ASEAN SECRETARIAT

By

:



Name

:

KIM KEUN CHOONG

Title

:

Senior Executive
Managing Director,
SAMSUNG Electronic
Co.

Date

:

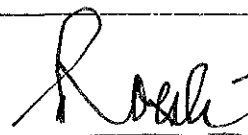
19th June 1992

Place of

Execution : Jakarta

By

:



Name

:

RUSLI NOOR

Title

:

Secretary-General
ASEAN-Secretariat

Date

:

19th June 1992

Place of

Execution : Jakarta

APPENDIX A:

S Y S T E M S

NO	Product	Description	Qty	Price (US\$) CIF
1	SSM32/400 (SystemMaster 486/33TE)	CPU: Intel 80486 33MHz	7	103,341
		Memory: 16MB		
		Cache: 128KB		
		FDD : 5.25"(1.2MB) - 1EA 3.5" (1.44MB) - 1EA		
		HDD: 760MB - 1EA		
		CTD: 150MB - 1EA		
		Mouse - 1EA		
		S-VGA: 1,024x768		
		Monitor: 14" Super VGA Color		
		S/W: MS-DOS MS-WINDOW UNIX SVR 3.2"		
2	DeskMaster 386S/20N	CPU: Intel 80386SX 20MHz	14	69,031
		Memory: 2MB		
		Cache: 16KB		
		FDD : 5.25"(1.2MB) - 1EA 3.5" (1.44MB) - 1EA		
		HDD: 360MB - 1 EA		
		Mouse: 1EA		
		S-VGA: 1,024X768		
		Monitor: 14" VGA Color		
		S/W: MS-DOS MS-WINDOW MSC LOTUS-123 WordPerfect dBase-IV		
3	Mail Package and Utilities	X.400MHS X.25 S/W & Board	7	32,291
Sub-total				204,663

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APPENDIX B:

P E R I P H E R A L S

No	Product	Description	Qty	Price (US\$) CIF
1	Laser Printer	HP Laser II Si (17ppm)	7	38,465
2	Dot Printer	24 Pin	7	7,000
3	Modem	Hyes Compatible	9	10,000
4	UPS/AVR	2KVA	7	31,164
5	Consumable Items	Diskette, Cartridge Tape Toner, Ribbon, etc.	7	14,000
Sub-total				100,629

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APPENDIX C:

Engineering Costs

Communications Engineer	
7 - 9 year experienced : 2 person x 2 months	18,492
3 - 5 year experienced : 2 person x 2 months	13,232
System Engineer for Training	
5 - 7 year experienced : 2 person x 1 month	7,616
Travelling expenses	
10 persons x 2 times (flight) x \$870	17,400
10 persons x 25 days (accom.) x \$152	38,000
Sub-total	94,740

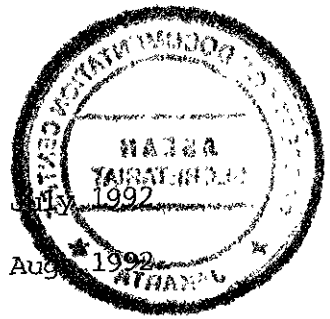
TOTAL	US\$400,032
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Installation & Training Schedule

Communication line installation	:	July 1992 - July 1992
System installation by Samsung	:	July 1992 - Aug 1992
Mail system (with X.25) installation by Samsung (After Communication Line Installed)	:	Aug. 1992 - Sep. 1992
Training by Samsung	:	Sep. 1992 - Oct. 1992



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