

**MEMORANDUM OF UNDERSTANDING FOR INTERNATIONAL  
ACADEMIC AND RESEARCH COLLABORATION**

**Between**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERTAY DUNDEE, a  
charity registered in Scotland (Registered Number: SC016040) and having its main  
office at Kydd Building, Bell Street, Dundee hereinafter ("Abertay")**

**and**

**NHA TRANG UNIVERSITY, established by Decision No. 155CP dated  
16/08/1966 by the Government Council, having its main office at 02 Nguyen  
Dinh Chieu Street, Nha Trang City, Vietnam ("NTU")**

each a "Party" and collectively "the Parties" and  
each a "University" and collectively "the Universities"

NTU and Abertay have entered into the present inter-university memorandum of understanding ("the Agreement").

**1. PURPOSE**

Abertay and NTU believe that the quality of research and teaching is strengthened by the establishment of international cooperation links and wish to enter into research collaboration with a view to their mutual enrichment in scientific, academic, and cultural areas.

The general purpose of this Agreement is to establish long-term research collaboration in fields of Food Science and Technology.

**2. OBJECTIVES**

The specific Objectives of this Agreement are:

1. To conduct joint research in the fields of Food Science and Technology;
2. To share facilities to facilitate Objective 1;

3. To submit joint grant applications;
4. To exchange experience in teaching and supervising post-graduate students through exchange research visits, guest lectures and joint supervision of post-graduate projects; and
5. To facilitate staff visits between the Universities.

The objectives detailed in points 1 to 5 above shall be collectively known as “the Objectives”.

The Parties will each use their reasonable endeavours to collaborate on and deliver the Objectives detailed above. Save as specifically set out in this Agreement, the scope of specific collaborative activities in pursuit of the Objectives shall be subject to the prior written Agreement of each Party on a case-by-case basis.

### **3. MANNER OF IMPLEMENTATION**

- a. The scope of activities contemplated by the Agreement will include, to the extent agreed between the Parties from time to time:
  - i. the exchange of Researchers;
  - ii. the sharing of each Parties facilities when mutually agreed;
  - iii. the exchange of scholarly and educational materials between the Parties;
  - iv. the creation of collaborative research programmes;
  - v. organisation of staff visits between the Universities when mutually agreed; and
  - vi. the preparation and submission of joint grant application when mutually agreed.
- b. For purposes of this Agreement, “Researchers” mean the following:
  - i. faculty members;
  - ii. food technologists with remit for research;
  - iii. postdoctoral fellows; and
  - iv. graduate students participating in the exchange for the purpose of research (rather than receiving credit for courses taken)



#### **4. EXCHANGE OF RESEARCHERS**

- a. The participation of any Researcher from either Party in the exchange will be subject to the prior approval of such Researcher by the other Party.
- b. Each Party undertakes to maintain the salary and supplementary benefits of its own Researchers and faculty members who participate in the exchange, consistent with its faculty leave policies and other policies in effect at the time when such exchange is carried out.
- c. Each University will endeavour to raise funds for travel to the host University for its own Researchers wishing to participate in the exchange.
- d. Participants from each of the Parties, while in attendance at the other Party's facilities, shall abide by the rules and regulations of that host Party regarding the use of facilities and conduct, and shall be subject to the laws of the host country.

#### **5. RESEARCH PROGRAMME MANAGEMENT**

Each Party will appoint one (or, if appropriate, more than one) research programme director to ensure that the research collaboration proceeds according to a reasonable plan and to ensure that the purposes, objectives and terms of this Agreement are carried out. Each Party may at any time name a successor to, or replacement of, its research programme director(s).

For the initial period of the Agreement the research directors will be:

For Abertay: Prof Costas Stathopoulos

For Nha Trang University: Dr. Nguyen Van Hoa

#### **6. ASSISTANCE TO EXCHANGE PERSONNEL**

Subject to section 4a of this Agreement each Party agrees to endeavour to accept visiting Researchers within the parameters of this Agreement for the purpose of achieving the Objectives, and will assist visiting Researchers to find living accommodation and to become integrated into their new social environment, but such assistance shall not include financial assistance.

## **7. INSURANCE**

The Parties to this Agreement acknowledge that they do not provide visiting Researchers with medical or hospital or personal property insurance nor are they responsible for any medical or hospital expenses or any other loss suffered by any visiting Researcher. It is required that visiting Researchers, or their home University, ensure that adequate provision for their needs is made in these areas.

Upon request, the host University will make reasonable efforts to assist visiting Researchers to obtain such insurance, as appropriate, but such assistance shall not include financial assistance.

## **8. DURATION AND AMENDMENT OF AGREEMENT**

This Agreement shall have effect and be binding upon the parties hereto for a period of [5] years from the date of execution of this Agreement. Each Party represents that it has the authority to enter into this Agreement and to support the intended collaborative research initiatives. This Agreement may only be amended by the mutual consent of all Parties in writing.

## **9. EARLY TERMINATION**

This Agreement may be terminated at any time upon the written mutual consent of the Parties, or upon either party giving two months written notice of termination. In the event that either Party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, this Agreement may be terminated upon written notice at the option of the Party not in default upon expiration of the thirty (30) day period.

## **10. LANGUAGE**

It is understood and agreed that this English language version is the official and binding document between the Parties. A translation of this Agreement may be prepared in another language. In this case the translated version of the Agreement is not legally binding.

## **11. INTELLECTUAL PROPERTY**

This Agreement does not affect the ownership of the intellectual property rights of either party which, as at the date of this Agreement, is in, or (other than as a result of the activities to be carried out under this Agreement) comes into, the ownership or control of that Party and which that Party makes available in the course of



performing its obligations hereunder (“**Background IPR**”) which shall remain the property of the Party contributing it within the terms of this Agreement. No licence to use any Background IPR is granted or implied by this Agreement except the rights explicitly granted in this Agreement.

Each Party shall own any intellectual property rights generated by it and arising exclusively from and developed in the course of performing its obligations under this Agreement (“**Foreground IPR**”).

Where any Foreground IPR is created or generated jointly by both Parties (“**Creating Parties**”) and it is impossible to distinguish or separate each Creating Party's intellectual contribution to the creation of that Foreground IPR, that Foreground IPR will be owned jointly. The Creating Parties hereby agree to co-operate fully in the protection of such joint Foreground IPR and the Creating Parties may take such steps as they may decide from time to time, at their joint and equal expense, to register and maintain any protection for that Foreground IPR, including filing and prosecuting patent applications for any Foreground IPR, and taking any action in respect of any alleged or actual infringement of that Foreground IPR. For the avoidance of doubt, any exploitation of such joint Foreground IPR shall be agreed between the Creating Parties in writing provided that each Party shall be entitled to use such joint Foreground IPR for its own internal teaching and research purposes.

In respect of the Background IPR, the Foreground IPR, information and/or materials supplied by one Party to another under this Agreement, the supplying Party shall be under no obligation or liability in relation to, and no warranty, condition or representation of any kind is made, given or to be implied as to:

- a) the sufficiency, accuracy or fitness for purpose of such information or materials; or,
- b) the absence of any infringement of any proprietary rights of third parties by the use of such information and materials,
- c) and the recipient Party shall in any case be entirely responsible for the use to which it puts such information and materials.

No Party shall supply Background IPR to another Party under this Agreement in the knowledge that the use of the Background IPR by that Party will infringe the proprietary rights of any third parties. For the avoidance of doubt the foregoing obligation does not impose any obligation upon the Parties to have carried out any search of any public register.

## 12. CONFIDENTIAL INFORMATION

The parties undertake to keep confidential and not to disclose to any third party, or to use themselves other than in accordance with this Agreement, any confidential or secret information in any form directly or indirectly belonging or relating to the other, its Affiliates, its or their business or affairs, disclosed by the one and received by the other pursuant to or in the course of this Agreement or any Project, including any Technology, Background Intellectual Property or Foreground Intellectual Property of the other or any jointly-owned Foreground Intellectual Property, and the existence and terms of this Agreement (Confidential Information).

Each party may disclose the other party's confidential information:

- a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 12; and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

The obligations contained in this Clause 12 shall survive the expiry or termination of this Agreement for any reason, but shall not apply to any Confidential Information which:

- a) is publicly known at the time of disclosure to the receiving party; or
- b) becomes publicly known otherwise than through a breach of this Agreement by the receiving party, its officers, employees, agents or contractors; or
- c) can be proved by the receiving party to have reached it otherwise than by being communicated by the other party including:
  - i. being known to it prior to disclosure; or
  - ii. having been developed by or for it wholly independently of the other party; or
  - iii. having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry; or



- d) is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving party, provided that, where legally permissible, the disclosing party is given reasonable advance notice of the intended disclosure.

No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

### **13. LIABILITY**

The Parties undertake to make no claim in connection with this Agreement or its subject matter against any employees, students, agents or appointees of another Party (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual Researchers.

The maximum liability of either Party under or otherwise in connection with this Agreement or its subject matter shall not exceed the sum of One Pound Sterling (£1).

Nothing in this Agreement limits or excludes either Party's liability for: (a) death or personal injury resulting from negligence; or (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

### **14. PUBLICATION AND ANNOUNCEMENTS**

The Parties shall be permitted to publish any Foreground IPR or any other results of the Project, provided that the Party intending to publish has provided the other Party with a copy of the proposed publication at least 6 weeks in advance of the publication date, so that the other Party may review the proposed publication. If, in the other Party's opinion, the proposed publication contains:

- (a) any of its Confidential Information (as referred under Clause 12) or other commercially sensitive information; or
- (b) information which could prejudice the application by such Party for protection or registration of any Foreground IPR,

and, in any of these cases which it wishes to be removed from or otherwise amended in the proposed publication, that other Party shall advise the Party intending to publish of such as soon as reasonably practicable upon receipt and no later than 3 weeks from the date of receipt, and the Parties shall make amendments as necessary to reach mutual Agreement prior to release of the proposed publication and in any event shall redact entirely any information which a Party advises must be withdrawn to enable patent protection of Foreground IPR. If the Party intending to publish does

not receive comments from the other Party within the specified review period, the Party shall be free to proceed with publication without further delay (subject to other terms of this Agreement). In the event of a delay to publication pursuant to this Clause, the Parties agree that any such delay shall in no circumstances exceed 6 months without being subject to a review to ascertain whether the reasons for the delay remain current and, in the case of information redacted to enable the submission of patent applications, a maximum period of 12 months.

## 15. JURISDICTION

This Agreement shall be governed by Scottish Law and the Scottish Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

IN WITNESS WHEREOF these presents consisting of this and the previous 7 pages are signed by the Parties hereto as follows

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Rector

Trang Si Trung

Date

Principal

N. A. Seaton Nigel Seaton

24/11/17 Date