



MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is entered on this Third day of December, 2018 by and between:

NHA TRANG UNIVERSITY, an institution of higher education created under the law of the Socialist Republic of Vietnam (hereinafter referred to as "NTU") with its address at 2 Nguyen Dinh Chieu Street, Nha Trang City, Khanh Hoa Province, Vietnam, herein represented by its Rector, Assoc. Prof. Trang Si Trung;

and

The **DAVAO DEL NORTE STATE COLLEGE** an institution of higher education created under Republic Act 7879 of the Republic of the Philippines (hereinafter referred to as "DNSC") with its address at New Visayas, Panabo City, Davao del Norte, Philippines, herein represented by its President, **Prof. Jonathan A. Bayogan**;

WITNESSETH:

WHEREAS, NTU is a public university in the Socialist Republic of Vietnam, is mandated to provide education and training at undergraduate and postgraduate levels for the fisheries sector and other related industries, now developing into a multi-level and multi-discipline university, and also developing cooperative partnerships with universities and research institutes in Vietnam and abroad in order to integrate its education and research activities into the region and the world and to ensure its students and faculties to meet the needs of the socio-economic development of the country;

WHEREAS, DNSC is a public higher education institution in the Philippines mandated to provide and promote research and extension services, advanced studies and progressive leadership in education, engineering, arts, sciences, fisheries and other fields as maybe relevant is eexpanding linkages with institutions locally and internationally for the purpose of academic, research and development cooperation and partnership;

WHEREAS, both NTU and DNSC, having common mandates are desirous to establish academic partnership and cooperation upon the general terms as contained herein which shall, at all times be for mutual benefit, agree to ensure the success of this Memorandum of Understanding;

WHEREFORE, THE PARTIES NOW AGREE AS FOLLOWS:

1. Scope of Cooperation

NTU and **DNSC** shall endeavour to cooperate and collaborate in academic and research programs in areas such as fisheries, marine and aquatic biology, food science and technology, information technology, education, public administration, tourism and such other common disciplines, on the basis of equality, reciprocity and mutual benefit;

The two partners shall aim at strengthening other modes of partnership such as faculty and student exchange, development and sharing of research laboratories, facilities and equipment where students in both undergraduate and graduate levels from each partner are given access and use of these laboratories and facilities for their research projects;

The two partners shall endeavor to organize workshops, seminars and conferences in the relevant fields of cooperation and, where both are active partners in specific projects, both party affiliations are mentioned in publications involving common research work.

2. Implementation and Coordination

NTU and **DNSC** shall agree to designate their respective Coordinators who will serve as the Contact Person on campus and person responsible for implementing specific agreements that hereinafter will be made and ensuring that such agreements are mutually productive and beneficial.

3. Financial Arrangement

This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other, except where specific arrangements on costs and expenses in relation to the activities are agreed upon under a specific Terms of Reference or a Memorandum of Agreement.

Notwithstanding, the Parties agree that the host institution will facilitate the visits of visiting personnel for programs implemented under this Memorandum of Understanding and will provide scholarship to qualified faculty/student/experts with free accommodation and other local hospitality when applicable.

4. Protection of Intellectual Property Rights

The protection of intellectual property rights shall be in conformity with the national laws, rules and regulations of the Parties and with other international agreements signed by the government or the authorized organization in the Parties' country.

5. Revision, Modification and Amendment

Either Party may request in writing revision, modification or amendment of all or any part of this Memorandum of Understanding and shall form part of this Memorandum of Understanding which shall come into force on such date as may be determined by the Parties by mutual agreement, provided such revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

6. Duration and Termination


This Memorandum of Understanding shall come into force on the date of signing and shall remain enforced until the parties decide to terminate. Thereafter, if the Parties hereto wish to review and modify the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing and shall mutually agree upon. Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party in writing at least three (3) months prior to its termination date. Termination shall be without penalty.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding.

SIGNED FOR AND ON BEHALF OF:

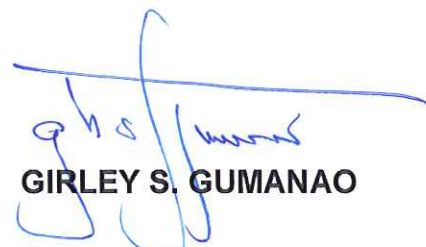
**NHA TRANG UNIVERSITY**

Assoc. Prof. TRANG SI TRUNG
Rector

DAVAO DEL NORTE STATE COLLEGE

Prof. JONATHAN A. BAYOGAN
President


WITNESSES
KHONG TRUNG THANG

Vice Rector for External Cooperation
Nha Trang University


GIRLEY S. GUMANAO

Director
Research, Extension and Production