



MEMORANDUM OF UNDERSTANDING

between

**The United Nations Conference on Trade and
Development (UNCTAD)**

and

Nha Trang University of Vietnam

March

MMXVIII

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MEMORANDUM OF UNDERSTANDING (MoU)

between

**THE UNITED NATIONS CONFERENCE ON TRADE AND DEVELOPMENT
(UNCTAD)**

and

NHA TRANG UNIVERSITY OF VIETNAM

The United Nations Conference on Trade and Development ("UNCTAD") and Nha Trang University of Vietnam, hereinafter referred to collectively as the "Parties";

In view of the UNCTAD specific mandate and expertise within the United Nations system in the areas of the inter-related issues of trade, investment, technology, finance, and development,

Building on the overarching goal of enabling half of the LDCs to meet the criteria for graduation through the eradication of poverty and the achievement of accelerated, sustained, inclusive and equitable growth and sustainable development as contained in the Istanbul Programme of Action for LDCs for the Decade 2011-2020,

Noting in particular that the Istanbul Programme of Action highlighted Building Productive Capacities as the first priority area of action for LDCs and Development Partners,

Concurring that building productive capacities is a necessary condition for sustained and inclusive economic growth that will allow least developed countries to meet the graduation criteria;

Taking into account UNCTAD's Development Account Project on: "Building the Capacities of Selected LDCs to Upgrade and Diversify their Fish Exports", and the significant potential of the fisheries sector for enhancing productive capacities, advancing socio-economic development and expanding exports in many LDCs;

Noting in particular the inter-regional workshop organized in Myanmar in September 2017, which allowed policy-makers and practitioners from the fisheries industry in several Asian LDCs to exchange experiences and best practices with officials from Vietnam;

Building on the successful experience of Vietnam in developing the fisheries sector, as well as the extensive institutional and research-capacities available in the country;

Desiring to cooperate further in supporting selected LDCs in building their productive capacities in the fisheries sector through south-south cooperation;

Have agreed as follows:

Article I
Purpose of this Memorandum of Understanding

The objectives of this MoU will be:

1. To establish a 'Regional Center of Excellence' in Vietnam to serve as a hub for capacity building in the fisheries and aquaculture sector for LDCs in the African and Asian regions;
2. To allow policy-makers and practitioners from selected African and Asian LDCs to benefit from the successful experience of Vietnam in developing its fisheries sector and building the regulatory and institutional requirements for meeting international food safety standards;
3. To allow policy-makers and practitioners from selected African and Asian LDCs to draw on the research-capacities for fishery-sector development available in Nha Trang University of Vietnam.
4. To foster an active exchange of experience, best practices and knowledge among policy makers and experts from several LDCs to build their capacity to better harness the development potential of the fisheries and aquaculture sector, and to enhance their expertise and knowledge.

Article II

Areas of Cooperation

1. Both Parties agree to establish a partnership for the organization, on a periodic basis, of training activities aimed at assisting policy-makers, experts and practitioners in the fisheries sector from selected LDCs from Africa and Asia in building their capacities to harness the development potential of the fisheries sector, including addressing relevant supply and demand constraints and enhancing the applicable regulatory and institutional framework.
2. Both parties agree, with the financial contributions from donors, to cooperate in the organization of workshops on subjects including:
 - Policies and measures to raise the productivity of the fisheries and aquaculture sector in LDCs;
 - Measures to enhance the fish processing and aquaculture industry, and strengthening domestic value-added in the sector.

- Ways to support core support infrastructure for the fisheries and aquaculture sector, including transport, storage, cold-chains, energy, access to finance.
- Policies and mechanisms for the reduction of Illegal, unreported and unregulated (IUU) fishing.
- Policies and measures to develop the institutional and regulatory capacities needed to support the fisheries and agriculture sector;
- Policies and measures to build the capacity to comply with public and private food safety standards and regulations in major export markets.
- Policies and measures to strengthen data-collection and research and analysis capacities in LDCs related to the fisheries sector.
- Policies and Measures to liberalize fisheries-related export and import regimes, and attract FDI, as well as to implement targeted export-promotion strategies.

3. The Nha Trang University of Vietnam will designate a focal point for the conduct of training workshops mentioned in paragraph 2.

4. The subjects and terms of reference of the training workshops will be formulated in consultation between the parties and other relevant United Nations organizations, and agreed on a case-by-case basis according to the objectives and benefits of each activity.

Article III.

Contributions by the Parties

5. UNCTAD will:

- a) Approach donors to make available financial resources to support the holding of two regional workshops per year (with about 35 participants each) at the Regional Centre of Excellence in Vietnam. UNCTAD will also seek donor support to enhance the capacity of the Regional Center of Excellence
- b) Cover the cost of travel for policy-makers and experts from selected LDCs participating in training at the Vietnam Regional Centre of Excellence in accordance with United Nations financial rules and regulations, and depending on financial contributions from donors.

- c) Make available its relevant expertise in the areas of trade, investment, building productive capacities and fisheries sector development, including through the travel of experts to the training workshops, as well as by making available relevant research and analysis.
 - d) Liaise with other relevant United Nations agencies, funds and programs, as well as research institutes or academic institutions to procure expertise and trainers for workshops, depending on financial contributions from donors.
6. The Nha Trang University of Vietnam within its mandates and competence and in line with this MoU will:
- a) Make available suitable premises for the Regional Centre of Excellence, allowing for the holding of training workshops. The institutional host and structure of the Regional Centre of Excellence will be determined by the Nha Trang University.
 - b) Designate a national coordinator to oversee the activities of the Regional Centre of Excellence, including the development of teaching materials, as well as the scheduling and logistical support of training workshops. On a case-by-case basis, the national coordinator may be called upon to work jointly with UNCTAD to mobilize resources for the training activities. The ultimate structure of the Regional Center of Excellence will be developed through consultations between the parties.
 - c) Allow all participants of the training programme to draw on the resources and expertise of Nha Trang University and those of other relevant institutions and research-institutes in Vietnam affiliated with the University.
 - d) Provide accommodation and meals for training course participants (at reduced rates), and ensure logistical support, including transport, for training participants.

6. When possible, both parties will coordinate and exert joint efforts aiming to mobilizing and seeking adequate resources to enable the full operationalization of the cooperation scheme as mutually agreed and specified in the Memorandum of Understanding.

Article IV

Implementation of the Memorandum of Understanding

1. All assistance provided by UNCTAD under this MoU shall be subject to the availability of financial resources from extra-budgetary resources and in accordance with UNCTAD regulations, rules, procedures and directives.

2. In order to implement the specific activities envisioned hereunder, the Parties shall conclude specific activity agreements, which shall outline the specific activities agreed upon along with the responsibilities of each party, including costs and expenses and how they are able to borne by the Parties.

3. The Party holding the responsibility to organize and agreed activity under this MoU shall apply its own administrative and financial regulations and comply with its own practices.

Article V

Status of the Parties

1. For legal purposes nothing in this MoU shall be construed as creating a joint venture, an agency relationship or a legal partnership between the UNCTAD and the Nha Trang University of Vietnam.

2. No provision of this MoU shall be construed so as to in any way interfere with the decision-making processes of UNCTAD and Nha Trang University with regard to their own respective affairs and operations.

Article VI

Reporting, Monitoring and Evaluation

The Parties recognize the importance of monitoring and evaluating the results of the activities undertaken within the MoU. Specific arrangements for reporting, monitoring and evaluating results and impact of joint initiatives under this MoU will be set forth in separate specific agreements.

Article VII

Consultations

1. Each Party shall accept to enter promptly into consultations at the request of the other Party with respect to any matter arising in relation to this MoU.
2. Each Party shall, at the request of the other Party, provide any documentary information that the other may need to comply with its Financial Rules and Regulations. Under no circumstances should this obligation be interpreted as requiring a Party to breach its administrative and financial rules or policies.

Article VIII

Entry into Force and Termination

1. This MoU shall enter into force on the date of its signature by both Parties. Either Party may terminate this MoU by giving three months written notice to the other Party.
2. Without prejudice to the foregoing, steps will be taken to ensure that termination of this MoU will not be prejudicial to any activities or programmes undertaken within the framework of the MoU.

Article IX

Dispute Resolution

Any dispute arising from or in connection with this MoU including interpretation or application of any provision herein contained will be settled amicably by the Parties.

Article X
Privileges and Immunities

Nothing in or relating to this MoU shall be construed as a waiver, express or implied of any of the privileges or immunities accorded to the Parties hereto by its constituent documents or international law.

Article XI
Amendments

This MoU may be amended by mutual written agreement of the Parties. Unless otherwise agreed, amendments may apply only to activities which have not yet been implemented.

Done in..... on 2018, in two originals in the English language.

For the United Nations Conference
on Trade and Development

Mr. Adnan T. Issa
Chief, Resources Management Service

28/2/2018



For Nha Trang University

TRƯỜNG ĐẠI HỌC
NHA TRANG

* Dr. TRANG Si TRUNG
Rector

12/3/2018

Date: