



## **Memorandum of Understanding**

**between**

**Nha Trang University**

**and**

**The Fisheries and Marine Institute  
of the Memorial University of Newfoundland**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made this 31 day of October, 2016 between:

Nha Trang University, formerly known as Fisheries University established by Decision 155-CP dated August 16, 1966 of the Government Council, being a public higher education body under the Ministry of Education and Training of Vietnam, locating at 02 Nguyen Dinh Chieu, Nha Trang City, Khanh Hoa Province (hereinafter referred to as "NTU") of the first part, and

Memorial University of Newfoundland, a body corporate, constituted and continuing under and by virtue of the Memorial University Act c. M-7, R.S.N.L. 1990 through its Fisheries and Marine Institute and being situate in the City of St. John's, Province of Newfoundland and Labrador (hereinafter referred to as "MI") of the second part

### **WHEREAS:**

- A. NTU is one of Vietnam's major multidisciplinary, multi-levelled universities, and a leading center for training, research and advanced technology deployment in fisheries.
- B. MI is a campus of Memorial University (MUN). MUN is a multi-campus, comprehensive university with education, training, and research and development programs in a variety of fields.
- C. NTU and MI (collectively referred to as "the Parties") desire to establish collaborative relations and hereby agree to adopt the framework provided in this MOU.

## **Article 1 - Objectives**

1. The general objective of this MOU is to promote advancement in the quality of education, training, and research & development delivered to faculty, students and trainees through collaborative activities and exchanges.
2. The specific objective of the MOU is to provide a framework for advancement of education, training and research & development through collaboration between NTU and MI. The activities envisaged by the Parties in the furtherance of the objectives of this MOU shall include, but not be limited to:
  - a) Exploring opportunities for joint delivery of education and training programs (i.e. 2+2, 3+1, etc.) as well as special short-term programs and to ensure such programs meet recognized standards;
  - b) Exploring opportunities for faculty and student exchanges;
  - c) Hosting young professionals participating in volunteer work placements through funded internship programs;
  - d) Exploring opportunities for joint research and publications;
  - e) Exploring opportunities for collaboration on funded projects and consultancies;
  - f) Exchanging academic information and materials; and
  - g) Promoting other academic cooperation as mutually agreed.

## **Article 2 - Implementation**

1. The Parties will each identify an individual responsible for the development of an implementation plan with specific activities arising from this MOU.
2. Any proposed initiatives and activities arising from this MOU shall be submitted to both parties for their approval prior to implementation and will become the subject of specific agreements (hereinafter referred to as "Specific Agreements").

## **Article 3 - Costs**

1. The Parties shall agree in writing the financial arrangements necessary or incidental to the achievement of the stated objectives of this MOU.
2. The Parties are responsible for their own costs associated with implementation of this MOU unless agreed otherwise in writing.
3. Any activities proposed are subject to the availability of resources and financial support. The Parties are not obligated to make financial commitments under this MOU.

#### **Article 4 - Confidentiality**

1. The Parties shall maintain the confidentiality of information received from the other party for the purposes of this MOU and undertake not to disclose any information to any third party without the specific written permission of the party from whom the information was received. The obligation of confidentiality shall not apply to information which is:
  - i. in the public domain through no fault of the receiving party;
  - ii. known as evidenced by competent written proof to the receiving party prior to disclosure by the disclosing party;
  - iii. independently developed by the receiving party;
  - iv. lawfully disclosed to the receiving party by a third party without breach of this MOU by the receiving party;
  - v. disclosed with the prior written approval of the disclosing party; or
  - vi. disclosed as required by statute or judicial decree.

This provision shall survive the expiry or termination of this MOU for a period of five (5) years.

2. The Parties agree to refrain from using the logo of the other party without first obtaining the written permission of the other party.

#### **Article 5 – Amendments**

The Parties may modify this MOU by mutual agreement in writing. Modification, renewal, extension, waiver, cancellation or termination of this MOU or any provision herein contained shall not be valid unless made in writing and signed the Parties.

#### **Article 6 – Duration, Dispute Resolution and Termination**

- A. The MOU shall take effect from the date of the final signature of the Parties and, subject to paragraph C. below, will remain in effect for five (5) years.
- B. The Parties shall make all efforts to resolve disputes amicably.
- C. Either party may terminate this MOU at any time for any reason upon giving six (6) months prior notification in writing to the other party. In the event of termination, each party shall discharge the obligations it incurred up to the date of termination. Termination of the MOU does not relieve the Parties of any obligations that are contained in Specific Agreements.

#### **Article 7 – Legality**

Except for Article 4, this MOU is not intended to be legally binding but rather to be a framework for cooperation.



**Article 8 – Communication**

All notices and communications in respect of this MOU shall be sent by registered mail to the representatives and addresses noted below:

Mr. Carey Bonnell  
Head, MI School of Fisheries  
Fisheries and Marine Institute of the Memorial University of Newfoundland  
P.O. Box 4920, St. John’s, NL, Canada A1C 5R3

Dr. Ngan Nguyen  
Vice-Director, Department of External Cooperation  
Nha Trang University  
02 Nguyen Dinh Chieu – Nha Trang – Vietnam

**Article 9 – Effective Date and Signature**

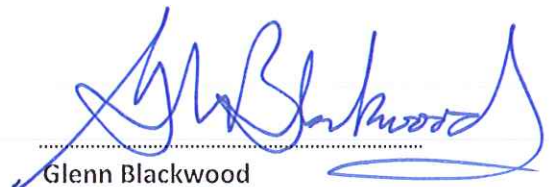
This MOU becomes effective on the date of last signature of the Parties.

The Parties indicate agreement with and understanding of this MOU by their signatures:



Assoc. Prof. Trang Si Trung  
Rector  
Nha Trang University

October 31<sup>st</sup> 2016  
Date



Glenn Blackwood  
Vice President, Memorial University  
(Marine Institute)  
Fisheries and Marine Institute of the  
Memorial University of Newfoundland

October 31<sup>st</sup> 2016.  
Date