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DATED 27th August 2020

Nha Trang University, Vietnam
and
University of Wolverhampton, United Kingdom

MEMORANDUM OF UNDERSTANDING

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THIS MEMORANDUM OF UNDERSTANDING is made

BETWEEN:

(A) **Nha Trang University, 02 Nguyen Dinh Chieu Street, Nha Trang, Vietnam (NTU)** and

(B) **University of Wolverhampton, a higher education corporation whose administrative offices are situated at Wulfruna Street, Wolverhampton, WV1 1LY, UK ("UoW")**

1. This Memorandum of Understanding ("MOU") outlines the principal requirements of each party, which will subsequently be included in a more detailed formal Agreement, which shall be subject to English law ("the Agreement").

2. This MOU is also intended to provide a framework under which the business relationship between the parties will be conducted in the interim and to allow the parties to undertake certain exploratory work prior to the signing of the Agreement. The purpose of this MOU is to set out how this exploration will be conducted with specific regard to;

- Collaborative research arrangements
- Staff and student exchange opportunities

3. The parties agree that paragraphs 4, 5, 7, 8, 9 and 10 of this MOU shall be binding legal obligations of the parties. The remaining portions of this MOU shall not be binding and shall have no legal effect. The parties agree to negotiate in good faith to reach a formal Agreement embodying the principles set out in this MOU, with a view to signature prior to expiry of this MOU. Neither party is bound to enter into the Agreement.

4. Except for any breach of those clauses which the parties have agreed will have legal effect, neither party will make any claim against or be liable to the other for any loss or damages including, but not limited to, any consequential damages or lost profits, arising from any discussions, actions taken in reliance on this MOU or for termination of the negotiations without reaching a comprehensive agreement. This paragraph shall survive termination or expiration of this MOU.

5. During the term of this MOU, either party hereto (the "Disclosing Party") may disclose to the other (the "Receiving Party") information including, but not limited to, plans, ideas, operations, processes, intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities, business affairs and/or technical activities (hereinafter called "Information").

5.1 The Receiving Party shall:

(a) keep the Information confidential and only use Information, in whatever form, for the purposes set out in paragraph 2 above;


(b) not copy nor reduce to writing Information except as may be reasonably necessary for the purposes set out in paragraph 2 above;

(c) not disclose the Information to its officers, employees or advisors except to the extent required for the purposes set out in paragraph 2 above;

	(d)	not disclose the Information to any third party without the prior written consent of the Disclosing Party;
	(e)	procure that any of the persons specified in paragraph 5.1(c) above to whom any of the Information is disclosed shall act in all respects as if such person is bound by this paragraph 5.
5.2		The obligations set out in paragraph 5.1 above shall not apply to any Information which:
	(a)	is in, or comes into, the public domain other than by breach of this MOU;
	(b)	the Receiving Party can show was legitimately in its possession prior to receipt from the Disclosing Party;
	(c)	is properly received by the Receiving Party from a third party who is rightfully in possession of it and who is free to disclose the same;
	(d)	the Disclosing Party consents to being disclosed by the Receiving Party, subject always that any consent to disclose Information must be in writing;
	(e)	the Receiving Party can demonstrate that it developed independently of any Information provided to it by the Disclosing Party; or
	(f)	the Receiving Party is under a legal obligation to disclose.
5.3		Neither the execution of this MOU nor the furnishing of any Information hereunder shall be construed as granting either expressly, by implication, by estoppel or otherwise any right or licence to use such Information except for the purposes set out in paragraph 2 above.
5.4		The Receiving Party shall, at the request of the Disclosing Party, or upon termination or expiry of this MOU, return to the Disclosing Party all Information.
5.5		The obligations of confidentiality contained within this paragraph 5 shall continue for five (5) years after expiry of this MOU.
6.		This MOU will commence on the date stated at the head of this MOU and shall expire two years thereafter unless:
	6.1	both parties agree and confirm in writing signed by both parties that it should continue, or
	6.2	either party terminates this MOU prior to the expiry date by the service of a six weeks' written notice of termination
7.		Each party will bear its own expenses and costs with regard to all discussions and activities between the parties.
8.		The parties warrant and covenant that, in connection with the exchange of information pursuant to this MOU neither party shall make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any third party, including any official of any governmental departments or any government agency for the purpose of inducing such official or candidate to misuse his political office in favour of either party.
9.		This MOU shall be governed by and construed in all aspects in accordance with the English law and the parties agree subject to paragraph 10 to submit to the exclusive jurisdiction of the English Courts.

10.	The Parties agree that they shall, attempt in good faith, to resolve any dispute arising under this MOU ("Dispute") by negotiation and arbitration which shall be conducted as follows:		
	10.1	The Dispute shall be referred, by either Party, to the Vice Chancellor or [President/Rector/Vice Chancellor] of each of the Parties for resolution.	
	10.2	If the Vice Chancellor or [President/Rector/Vice Chancellor] of each of the Parties are unable or fail to resolve the Dispute within 30 days after the Dispute has been referred to them then the Dispute shall be finally resolved by arbitration under the United Nations Commission on International Trade Law Rules in place at the date of this Agreement. It is agreed that:	
		10.2.1	the tribunal shall consist of one arbitrator (who will be a barrister);
		10.2.2	in default of the Parties agreement as to the arbitrator, the appointing authority shall be the London Court of International Arbitration;
		10.2.3	the place of arbitration shall be United Kingdom; and
		10.2.4	the language of the arbitration shall be English.

11.	Institutional Representatives for communication
11.1	Dr Lynn Besenyei. University of Wolverhampton, UK. L.Besenyei@wlv.ac.uk
11.2	Associate Professor Dr Hung Quoc Pham. Nha Trang University, Vietnam. phamquochung@ntu.edu.vn

SIGNED for and on behalf of	
University of Wolverhampton, United Kingdom	
	Name: Tim Steele Designation: Pro Vice Chancellor (International)



SIGNED for and on behalf of	
Nha Trang University, Vietnam.	
	Name: Trang Si Trung Designation: Rector