



#### MEMORANDUM OF UNDERSTANDING

# BETWEEN INSTITUTE OF GEOSCIENCES AND MINERAL RESOURCES, MINISTRY OF NATURAL RESOURCES AND ENVIRONMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

## AND GEOGRAPHIC INFORMATION SYSTEM RESEARCH CENTER, FENG CHIA UNIVERSITY, TAIWAN

This Memorandum of Understanding (hereinafter referred to as MOU) is signed by the Institute of Geosciences and Mineral Resources, Ministry of Environment and Natural Resources, the Socialist Republic of Viet Nam (hereinafter referred to as VIGMR) that is located at 67 Chien Thang Road, Ha Dong Dist, Ha Noi, and Geographic Information System Research Center, Feng Chia University, Taiwan (hereinafter referred to as GIS.FCU) that is located at No. 100, Wenhwa Road, Taichung, Taiwan 40724, Taiwan.

VIGMR and GIS.FCU (hereinafter referred to as Parties) participate in this MOU for mutually beneficial and meaningful research, development, and cooperation in geosciences and mineral resources (hereinafter referred to as Cooperation) and have reached the following understanding:

# **Article 1: Areas of Cooperation**

Specific areas of Cooperation may include, but are not limited to, the following:

- 1. Application of remote sensing in research and development of geosciences, in natural resource management, hazards, and environmental protection.
- 2. Effective management of natural resources (land, water, minerals, geoheritage, geo-parks...)
- 3. Environment geology, and medical geology, including adapting to and reducing greenhouse gas and methane emissions in natural resources exploitation and utilization.
- 4. Geographic information system, geospatial analysis, and investigation, early landslide warning;
- 5. Education and training in the fields of geospatial analysis, GIS books;

6. Other areas of cooperation that may interest the Parties.

#### **Article 2: Forms of Cooperation**

Specific forms of Cooperation include, but are not limited to, the follows:

- 1. Exchanges of technical information and materials;
- 2. Participation in training courses and conferences;
- 3. Exchanges scientists in areas of mutual interests;
- 4. And any other cooperative research consistent with programs of the Parties in the fields of geosciences and mineral resources

#### Article 3: Procedure for Individual Project

The activities to be undertaken by each Party will be based upon individual project or program agreements as Annex Agreements between the Parties. The specific Annex Agreement implemented under this MOU, including, if necessary, details of financial arrangements, the allocation and protection of intellectual property rights, and general terms and conditions, will be confirmed in writing and established between the Parties before the commencement of the project or program. These Annex Agreements will include the specific work plans involving staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions that are not included in this MOU. If any inconsistency between this MOU and Annex Agreements here to, the terms of this MOU will prevail.

# Article 4: Rights of Information, Data, and Innovations

All scientific, technical, and development information and data used or derived from work performed under this MOU or any Agreement hereto will be freely exchanged between the Parties except for such information and data that the Parties identify as requiring protection under the written law and regulation, of the respective Parties, or otherwise as sensitive protection as its proprietary data. Either Party, after consultation with an agreement by the other Party, may, at its discretion and subject to its national law, publish the information and data exchanged. Each Party is to respect and acknowledge the other Party's copyright for information and data.

#### **Article 5: Review of Activities**

Except for specific projects or programs excluded by mutual agreement, each Party reserves the right to review activities carried out under this MOU or any Project Agreement to the MOU. Each Party agrees to inform the other of the outcome of any review of the activities.

Any intention by on Party to substantially modify or discontinue a project or program shall be subject to reasonable notice to the other Party.

## **Article 6: Dispute Resolution**

- 1. This MOU is not legally binding and is made in accordance with the laws of Taiwan and Viet Nam;
- 2. Any disputes between the Parties which arise over the interpretation and/or application of this MOU will be settled through direct negotiations and consultation between the Parties.

## Article 7: Continuation, Entry into Force, Amendment and Termination

This MOU is the continuation of the MOU signed between the Parties on 19 November 2018.

This MOU shall enter into force upon signature, remain in force for five (5) years as of the day of its signature, and may be automatically extended if the Parties have no change to the content.

This MOU may be amended by prior written agreement of the Parties.

This MOU may be terminated at any time by either Party upon six (6) months' advance notice to the other Party. After 90 days from the receipt of such notification by any Party, this MOU will no longer be effective. The termination of this MOU shall not affect the completion of specific activities initiated and uncompleted.

IN WITNESS WHERE OF, this MOU has been duly signed in English (one copy for each Party) in Taiwan on the day of 17<sup>th</sup> April 2023.

On behalf of VIGMR

Name: Dr. TRINH HAI SON

Title: Director

On behalf of GIS.FCU

Name: Dr. TIEN-YIN CHOU

Title: Director