



MEMORANDUM OF UNDERSTANDING
BETWEEN
VIETNAM INSTITUTE OF GEOSCIENCES AND MINERAL RESOURCES
MINISTRY OF NATURAL RESOURCES AND ENVIRONMENT
OF THE SOCIALIST REPUBLIC OF VIET NAM
AND
SOIL AND WATER CONSERVATION BUREAU, TAIWAN

This Memorandum of Understanding (from now on referred to as MOU) is entered into by and between the Vietnam Institute of Geosciences and Mineral Resources, Ministry of Environment and Natural Resources of the Socialist Republic of Viet Nam (from now on referred to as VIGMR) that is located at 67 Chien Thang Street, Thanh Xuan District, Ha Noi City, and the Soil and Water Conservation Bureau (from now on referred to as SWCB) that is located at No. 6, Guang-Hua Road, Chung-Hsing New Village, Nantou, Taiwan.

VIRMG and SWCB (from now on referred to as Parties) entered into the MOU to develop mutually beneficial and meaningful research, development, and cooperation in Soil and Water Conservation and Slope land Disaster Prevention and have reached the following understanding:

Article 1: FORMS OF COOPERATION

The cooperation may be conducted in the following forms:

1. Collaboration on individual research projects of mutual interests and the study of techniques and methods;
2. Exchange of personnel through mutual collaborative projects;
3. Exchange of scientific and technical information;

4. Joint organization of symposia, conferences, workshops, and lectures;
5. Technical training of researchers and experts; and
6. Other forms of cooperation as may be mutually agreed between Parties.

Specific cooperative projects under this MOU will commence after both Parties have signed an Annex Agreement.

Article 2: AREAS OF COOPERATION

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

1. Research of soil and water conservation technology and geological disasters;
2. Research of correlation between slope land disasters and environmental geology;
3. Research impact and adaptation on climate change;
4. Investigation, monitoring, and research of large-scale landslide disasters;
5. Joint seminars, workshops, training, education, expert exchange, outreach program on relevant soil and water conservation, geoscientific and technological topics; and
6. Other Areas of Cooperation that may interest the Parties.

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 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. In the event of any inconsistency between this MOU and Annex Agreements hereto, 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 law and regulation, in writing, of the respective Parties, or otherwise susceptible to 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 Annex Agreement to the MOU. Each Party agrees to inform the other of the outcome of any review of the activities.

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

Article 6: DISPUTE RESOLUTION

Any disputes between the Parties which arise over the interpretation and 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 22 December 2017.

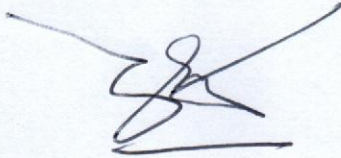
This MOU shall enter into force upon signature and remain in force for five (5) years. It may be automatically extended if the two Parties have retained the exact content of the MOU.

This MOU may be amended upon prior agreement between the Parties.

This MOU may be terminated at any time by either Party upon six (6) months' advance notice to the other Party. The termination of this MOU shall not affect the completion of specific activities initiated and uncompleted.

IN WITNESS of which, this MOU has been duly signed in the English language (on copy for each Party) in Taiwan on the day of ...17th... April 2023.

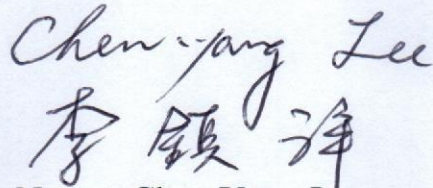
On behalf of VIGMR



Name : Trinh Hai Son

Title : Director

On behalf of SWCB



Name : Chen Yang Lee

Title : Director General