



MEMORANDUM OF UNDERSTANDING

BETWEEN

**INSTITUTE OF PALEOBIOLOGY
POLISH ACADEMY OF SCIENCES**

AND

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

This Memorandum of Understanding (from now on referred to as MOU) is signed by the Institute of Paleobiology, Polish Academy of Sciences, Republic of Poland (from now on referred to as IPAL-PAS) that is located at Twarda Str. 51/55, 00-818 Warsaw, Poland and the Institute of Geosciences and Mineral Resources, Ministry of Natural Resources and Environment, the Socialist Republic of Viet Nam (from now on referred to as VIGMR) is located at 67 Chien Thang Road, Ha Dong Dist, Ha Noi, Viet Nam.

IPAL-PAS and VIGMR (from now on referred to as Parties) participate in this MOU for mutually beneficial and meaningful research, development, and cooperation in geosciences and mineral resources (from now on 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. Geosciences (including marine geology, geochemistry, environmental geology, sedimentology, taphonomy, paleontology, stratigraphy, biomineralization, marine ecology, etc.).
2. Applied geology of natural resources (geo-parks, geo-heritage, etc.).
3. Geological and biomineral sample analysis.
4. Experimental marine biological and ecological researching.
5. Education and training in the fields of paleobiology.
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 following:

1. Exchanging of researchers, staff.
2. Jointly organizing of workshops, conferences, and training courses.
3. Proposing and implementing cooperation projects.
4. Promoting the exchange of publications, and information related to the researches in paleobiology.
5. And any other cooperative research consistent with the Parties' programs in earth sciences.

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 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. In addition, 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 there is any inconsistency between this MOU and Annex Agreements, 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 one Party to substantially modify or discontinue a project or program shall be subject to reasonable notice to the other Party.

Article 6: Dispute Resolution

This MOU is not legally binding and is made by the laws of Viet Nam and Poland; 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: Entry into Force, Amendment, and Termination

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 receiving such notification by any Party, this MOU will no longer be effective. Terminating 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).

On behalf of IPAL-PAS



J. Stolec

Name : Prof. Jarosław Stolarski
Title : Director
Date : *30 June 2023*
Place : Warsaw, Poland

On behalf of VIGMR



Name : Dr. Trinh Hai Son
Title : Director
Date : *29 June 2023*
Place : Ha Noi, Viet Nam