



## **MEMORANDUM OF UNDERSTANDING**

**between**

**Viet Nam Institute of Geosciences and Mineral Resources,  
Ministry of Environment and Natural Resources  
of the Socialist Republic of Viet Nam**

**and**

**The Polish Geological Institute - National Research Institute  
of the Polish Geological Survey,  
Polish Ministry of Climate and Environment  
of the Republic of Poland**

This Memorandum of Understanding (from now on referred to as MOU) is entered into by and between the Viet Nam Institute of Geosciences and Mineral Resources, Ministry of Environment and Natural Resources, the Socialist Republic of Viet Nam (from now on referred to as VIGMR), that is located at 67 Chien Thang Road, Ha Dong Dist, Ha Noi, Viet Nam and Polish Geological Institute - National Research Institute performing tasks of the Polish Geological Survey, supervised by the Polish Ministry of Climate and Environment (from now on referred to as PGI-NRI) that is located at 4 Rakowiecka Street, 00-975 Warsaw, Republic of Poland.

In connection with the Memorandum of Understanding between the Minister of the Environment of the Republic of Poland and the Ministry of Natural Resources and Environment of the Socialist Republic of Viet Nam on cooperation in the field of natural resources and environment of 28 November 2017, VIGMR and PGI-NRI (from now on referred to jointly as Participants or each of them severally as a Participant) enter into this MOU for mutually beneficial and meaningful research, development, and cooperation in the areas of geology and minerals resources and have reached the following understandings:

### **Article 1: Principles of Cooperation**

1. It is the intention of the Participants to define the Principles of Cooperation in this MOU;
2. The activities to be undertaken by each Participant will be based upon individual project or program agreements through as Project Agreements. The specific Project Agreement implemented under this MOU, including in particular, 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 Participants prior to commencement of the project or program. These Project Agreements will include in particular the specific work plans involving staffing requirement, cost estimates, funding sources and other undertakings, obligations or conditions that are not included in this MOU.

### **Article 2: Scope of Cooperation**

Scope of cooperation between the Participants may include, but is not limited to, for example:

1. Conduct joint researches on identifying, documenting and rational management of natural resources (energy and critical mineral resources in particular);
2. Exchange visits of scientists, specialists and students;
3. Joint scientific research programs;
4. Exchange of publications and teaching materials;
5. Exchange of scientific and technical information;
6. Joint organization of symposia, conference, workshops and lectures.
7. Other forms of cooperation as mutually agreed between the Participants.

### **Article 3: Areas of Cooperation**

Specific areas of cooperation may include disciplines such as:

1. Geology and Mineral resources;
2. Petrology, geochemistry and mineralogy;
3. Environmental geology and geohazards;
4. Cartography, GIS and remote sensing;
5. Marine geology and geophysics;
6. Geological structure and tectonics;
7. Paleontology and stratigraphy;
8. Sample analysis.

#### **Article 4: Financial arrangement**

1. The MOU does not impose any financial obligations on the Participants;
2. In accordance with the principle of equality and reciprocity, each Participant will bear its own expenses for the implementation of joint projects, unless different funding sources are available for selected projects of common interest;
3. Joint activities under this MOU will be subject to the financial capacity of the Participants and the availability of their experts.

#### **Article 5: Rights of Information, Data, and Innovations**

All scientific, technical, information and data used or derived from work performed under this MOU or any Agreement hereto will be freely exchanged between the Participants except for such information and data that the Participants identify as requiring protection under written domestic law and regulation of the respective countries, or otherwise as sensitive to protection as its proprietary data.

Either Participant, after consultation with an agreement by the other Participant, may, at its discretion and subject to its national law, publish the exchanged information and data. Each Participant will respect and acknowledge the other Participant's copyright for information and data.

#### **Article 6: Review of Activities**

1. Except for specific projects or programs excluded by mutual agreement, each Participant reserves the right to review activities carried out under this MOU or any Project Agreement to the MOU on regular basis or ad-hoc. Each Participant agrees to inform the other of the outcome of any review of the activities.
2. Any intention by Participant to substantially modify or discontinue a project or program will be the subject of reasonable notice to the other Participant, unless otherwise provided in the concerned Project Agreement.

#### **Article 7: Dispute Resolution**

Any dispute between the Participants concerning the interpretation or application of this MOU will be settled amicably, in a spirit of cooperation, with a view to resolving the dispute through direct negotiations.

### **Article 8: Entry into Force, Amendment and Termination**

1. This MOU will be effective for a period of five (5) years as of the day of its signature with the possibility of renewal by written agreement between the Participants;
2. This MOU may be amended by prior written agreement of the Participants;
3. The Participants may terminate this MOU by written notice to the other Participant. After 90 days from the receipt of such notification by any Participant, this MOU will no longer be effective. The termination of this MOU will not affect the completion of specific activities initiated and uncompleted.

IN WITNESS WHEREOF, this MOU consists of four (04) pages and is made in two (02) identical copies in English with the same legal validity, which has been duly signed in Ha Noi, Viet Nam on the day of 7<sup>th</sup> November 2023. Each Participant will retain one (01) copy.

**On behalf of VIGMR**



Name : Dr. Trinh Hai Son  
Title : Director

**On behalf of PGI-NRI**



Name : PIOTR SZREK, Ph.D., D.Sc.  
Title : Deputy Director  
Research and Development