



**MEMORANDUM OF UNDERSTANDING
BETWEEN
VIET NAM INSTITUTE OF GEOSCIENCES AND MINERAL RESOURCES
MINISTRY OF NATURAL RESOURCES AND ENVIRONMENT
OF THE SOCIALIST REPUBLIC OF VIET NAM
AND
NATIONAL SPELEOLOGICAL SOCIETY INC,
OF THE UNITED STATES OF AMERICA**

This Memorandum of Understanding (hereinafter referred to as MOU) is entered into by and between the Viet Nam Institute of Geosciences and Mineral Resources, Ministry of Natural Resources and Environment of the Socialist Republic of Viet Nam (hereinafter referred to as VIGMR) that is located at 67 Chien Thang Street, Ha Dong District, Ha Noi City, and the National Speleological Society, INC (hereinafter referred to as NSS) that is located at 601 Pulaski Pike, Huntsville, Alabama 35810-1122, USA.

Respecting the rules and regulations of each country, VIGMR and NSS (hereinafter referred to as Parties) enter into the MOU to develop mutually beneficial and meaningful research, development and cooperation in the field of survey of caves and have reached the following understanding:

Article 1: FORMS OF COOPERATION

The cooperation may be conducted in following forms:

1. Collaboration on individual research projects of mutual interests and the study of techniques and methods in the fields of surveying caves;
2. Sending researchers and cave experts to participate in collaborative projects, provide technical training in the field of cave surveying and exploration
3. Exchange of scientific and technical information;

4. Joint organization of symposia, conference, workshops and lectures;
5. Jointly publish articles in international journals; and
6. Other forms of cooperation as may be mutually agreed between Parties.

Article 2: AREAS OF COOPERATION

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

1. Research in karst geology, karst hydrogeology, environmental geology in the karst region;
2. Research cooperation on the conservation and sustainable use of the values of geological heritage and limestone landscapes;
3. Investigate, survey, measure and draw up cave diagrams, apply new and advanced technologies and techniques in cave researching;
4. Application of cave survey techniques (terrestrial, underwater) in organizing rescue;
5. Research and propose best practices for environmental protection and conservation of caves; 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 through 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 confirmed in writing between the Parties prior to commencement of the project or program. These Annex Agreements will include the specific work plans involving staffing requirement, cost estimates, funding sources and other undertakings, obligations or conditions that are not included in this MOU.

The development and implementation of any Annex Agreements will comply with the current regulations of the law in both countries.

Article 4: RIGHTS OF INFORMATION, DATA AND INNOVATIONS

All scientific, technical and development information and data used or derived from work performed pursuant to this MOU or any Agreement hereto will be freely exchanged between the Parties except for such information and data that are identified by the Parties as requiring protection under written domestic law and regulation of the respective countries, or otherwise sensitive 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 copyright for information and data of the other Party.

Article 5: REVIEW OF ACTIVITIES

1. With the exception of 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.

The review of activities may undertake on annual or ad-hoc basis.

2. Any intention by on Party to substantially modify or discontinue a project or program shall be stipulated in each cooperative activity.

Article 6: DISPUTE RESOLUTION

1. This MOU is not legally binding and is made in accordance with the laws of US and Viet Nam, especially the law on nature conservation and biodiversity, environmental protection.

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: ENTRY INTO FORCE, AMENDMENT AND TERMINATION

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

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 WHERE OF, this MOU has been dully signed in the English language (on copy for each Party).

On behalf of VIGMR 

Name : Trinh Hai Son

Title : Director

Place : Ha Noi, Viet Nam

Date : 03 June 2024

On behalf of NSS



Name : Kristine Ebrey

Title : President

Place : Huntsville, Alabama, USA

Date : June 6, 2024