



**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  
KOREA INSTITUTE OF GEOSCIENCE AND MINERAL RESOURCES OF  
THE REPUBLIC OF KOREA**

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, 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, Viet Nam and Korea Institute of Geoscience and Mineral Resources (hereinafter referred to as KIGAM) that is located at 124, Gwahak-ro, Yuseong-gu, Daejeon, 34132, of the Republic of Korea.

Respecting the rules and regulations of each country, VIGMGR and KIGAM (hereinafter referred to as Parties or each of them severally as a Party) enter into the MOU to develop mutually beneficial and meaningful research, development and cooperation in the field of Geosciences and Mineral resources (hereinafter referred to as Cooperation) 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;
2. Exchange of personnel through mutual collaborative projects;

3. Exchange of scientific and technical information;
4. Joint organization of symposia, conference, workshops and lectures;
5. Technical training of researchers and experts; and
6. Other forms of cooperation as may be mutually agreed between the Parties.

## **Article 2: AREAS OF COOPERATION**

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

1. Critical Mineral Research and Development;
2. Recyclable and Recoverable Resources Utilizations;
3. Recovery of Clean Rare Earth Elements from Coal Ash and the Production of High Value-Added Materials;
4. Geoscience Education and Training Programs; and
5. 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 between the Parties. The specific project or program 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 projects or programs. These projects or programs 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.

The development and implementation of any project or program agreement will comply with the current regulations of the law in both countries.

## **Article 4: RIGHTS OF INFORMATION, DATA AND INNOVATIONS**

All scientific, technical and developmental 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**

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.

Any intention by one Party to substantially modify or discontinue a project or program may be stipulated in each cooperative activity.

#### **Article 6: DISPUTE RESOLUTION**

This MOU is not legally binding and is made in accordance with the laws of Viet Nam and Republic of Korea.

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 31<sup>st</sup> October 2016.

This MOU may 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 in advance notice to the other Party. The termination of this MOU may not affect the completion of specific activities initiated and uncompleted.

IN WITNESS WHERE OF, this MOU has been dully signed in the English language (one copy for each Party) in Seoul, Republic of Korea on the day of 1<sup>st</sup> July 2024.

On behalf of VIGMR 

Name : Trinh Hai Son  
Title : Director

On behalf of KIGAM



Name : Se-Joon Kim  
Title : Vice President