



MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

YACHIYO ENGINEERING CO., LTD, JAPAN

Viet Nam Institute of Geosciences and Mineral Resources, Ministry of Agriculture and Environment, the Socialist Republic of Viet Nam, having its registered office at 67 Chien Thang Road, Thanh Liet Ward, Ha Noi (hereinafter referred to as “VIGMR”) and

Yachiyo Engineering Co., Ltd., a company registered in Japan and having its registered office at 5-20-8, Asakusabashi, Taito-ku, Tokyo, Japan (hereinafter referred to as the “YEC”)

have reached the following recognition, denoted in this Memorandum of Understanding (hereinafter referred to as “MOU”):

1. PURPOSE AND FORMS OF COOPERATION

The main purpose of this MOU is to further strengthen cooperation between VIGMR and YEC in relation to geosciences, mineral resources, geothermal energy, and associated fields through the following forms:

- Exchange of data, information, technologies, and resources
- Formulation and promotion of collaboration projects

2. LEGAL NATURE

2.1. This MOU is a statement of intention to cooperate, and does not create any enforceable rights or obligations of VIGMR and YEC.



- 2.2. This MOU is not intended to conflict with any current law and regulation, nor does it affect any provision under other multilateral or bilateral agreements in force and applicable to each VIGMR or YEC.
- 2.3. If both parties enter into an agreement for a specific project, the terms of such agreement will take precedence over this MOU.
- 2.4. There will be no third-party beneficiary of this MOU.

3. IMPLEMENTATION

- 3.1. This MOU will be implemented by mutual consent and regular consultation between VIGMR and YEC.
- 3.2. Further aspects of the cooperation between VIGMR and YEC as the detailed working methods and procedures may be developed and consented to in the framework of this MOU, including specification of the respective roles and responsibilities of involved members.
- 3.3. Each Party will bear its own expenses incurred for the implementation of this MOU.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. Any intellectual property rights resulting from the implementation of cooperation under this MOU will be appropriately accepted in accordance with the laws and regulations of the respective countries of VIGMR and YEC.
- 4.2. Should there be any conflicting provisions under the laws and regulations on intellectual property rights of the respective countries, Sub-section 3.1 of this MOU will be observed.
- 4.3. Both parties will make all reasonable endeavors to maintain their respective Intellectual Property rights in force and available during the performance of this MOU.
- 4.4. Each party warrants that its respective Intellectual Property rights do not infringe any third party's rights, and it will deal with any claim of a third party in respect of its respective Intellectual Property rights.



- 4.5. Each party will remain the sole owner of the Intellectual Property produced by the party during the performance of this MOU.
- 4.6. Each party will maintain exclusive ownership of its respective Intellectual Property which have already been its property prior to this MOU.

5. CONFIDENTIALITY

- 5.1. Throughout the continuance of this MOU and for a period of two (2) years from the termination of this MOU, each party agrees to treat as “confidential” any document or information that is provided by the other Party and identified as confidential (the “Confidential Information”), and to take reasonable measures to avoid disclosure of the Confidential Information to the third parties.
- 5.2. For the purposes of the present MOU, the following will not be considered Confidential Information:
- Information already in the possession of the receiving party on the date on which the information is provided, if the receiving party can provide proof of such prior ownership;
 - Information that is public knowledge on the date of signing of the MOU or that becomes public knowledge subsequently, without the disclosure by the receiving party;
 - Information disclosed by a third party that is entitled to do so;
 - Information that the receiving party has independently developed without reference to any Confidential Information disclosed hereunder; and
 - Concepts and know-how acquired by each Party within the frame of the MOU, unless such concepts and know-how were introduced by one of the Parties and identified at that time as proprietary and confidential.
- 5.3. The existence of this MOU can be used for publicity and promotion by either party.



6. RESOLUTION OF PROBLEMS

- 6.1. Any problem arising from the implementation of cooperation under this MOU will be resolved amicably through consultation between both parties.

7. BUSINESS ETHICS

- 7.1. Both parties undertake to fulfill their assignment in strict compliance with the national laws and regulations of each Party and international laws and regulations. Notably, both parties will not pay any commission, directly or indirectly, nor to confer or promise to confer any undue advantage within the framework of their assignment, and this at all time.
- 7.2. In addition, both parties will keep accurate and faithful accounts of their activities in fulfillment of this MOU, providing an exact reflection of the types and amounts of all transactions, so as to be able to report accurately and honestly.
- 7.3. Both parties will further inform each other immediately of any failure to meet obligations regarding regulations which may come to the parties' knowledge during fulfillment of this MOU.

8. APPLICABILITY, AMENDMENT AND TERMINATION

- 8.1. VIGMR and YEC will begin to cooperate under the framework of this MOU as of the date of last signature by either party.
- 8.2. This MOU will remain in force for five (5) years from the effective date.
- 8.3. This MOU may be amended at any time by mutual written consent of both parties.
- 8.4. This MOU may be terminated by either party by providing one (1) month's written pre-notice to the other party.


9. NOTICES AND CONTACT PERSON



Notices under this MOU will be in writing and will take effect from receipt of each party's contact person as shown below.

	VIGMR	YEC
Name	Quach Duc TIN	ADACHI Gaku
Title	Deputy Director	Chief Representative, Viet Nam Office / General Manager of Business Development International Division
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This MOU was signed in Ha Noi, Viet Nam on 4th of August 2025 in duplicate in English (one copy for each party).

For Viet Nam Institute of
Geosciences and Mineral Resources 

For Yachiyo Engineering Co., Ltd.



TRINH HAI SON

Director



ADACHI GAKU

Chief Representative
Viet Nam Office

