

MEMORANDUM OF UNDERSTANDING (MoU)
between
VIETNAM MARITIME UNIVERSITY
and
the NATIONAL RESEARCH COUNCIL OF ITALY

VIETNAM MARITIME UNIVERSITY (VMU), located at No. 484 Lach Tray Street, Haiphong City, Viet Nam, herein represented by Assoc.Prof.Dr. Pham Xuan Duong - President, and the **NATIONAL RESEARCH COUNCIL OF ITALY (CNR)**, located at Piazzale Aldo Moro, 7, Rome, Italy, herein represented by its President, Maria Chiara Carrozza, based on the shared understanding that cooperation between both institutions will further strengthen scientific research and technology, do hereby resolve to execute this Memorandum of Understanding, which shall be governed by the following terms and conditions:

ARTICLE 1 – PURPOSE

Vietnam Maritime University and the National Research Council of Italy agree to promote and support scientific cooperation between qualified researchers from both institutions, in the mutual areas of research, including but not limited to Integrated coastal zone management, Maritime spatial planning, Marine biodiversity and conservation, by means of:

1. Joint research programs
2. Visits and exchange of research staff

ARTICLE 2 – PRINCIPLES

Cooperation activities under this MoU will be carried out following these principles:

- In accordance with the laws, norms and relevant national regulations.
- Reciprocal benefits.
- Mutual exchange of information relevant to cooperation activities.

ARTICLE 3 – IMPLEMENTATION

For the purpose of implementing each specific cooperation activity, both institutions shall jointly prepare a work program describing the funds, the means and the respective responsibilities, which shall thereupon be the object of a Cooperative Programme, to be subsequently signed by the concerned Parties.

ARTICLE 4 – FUNDING

Funding support to the cooperation activities under this MoU will be subject to the availability of the Parties' funds.



ARTICLE 5 – REQUIREMENTS

Researchers taking part in the cooperation programs hereunder shall contract a medical insurance entitling the holder to free emergency medical treatment in the host country.

The receiving Party will provide the visitor with all indispensable organisational assistance in situations requiring such steps.

ARTICLE 6 – INTELLECTUAL PROPERTY RIGHTS

Nothing in this MoU shall affect ownership of the Intellectual Property rights of either Party existing prior to the date of this MoU or generated by a Party not during a Joint Research Project.

Nothing in this MoU shall grant to a Party any rights to Intellectual Property and Materials owned by the other Party prior to the effective date of this MoU, Intellectual Property and Materials developed by the other Party not during a Research Project and Intellectual Property and Materials arising out of the activities of a Research Project without inventive step by such Party.

Ownership of Intellectual Property arising during a Research Project shall be determined in accordance with inventorship under applicable law.

Joint Intellectual Property Rights: Intellectual Property created with the inventive contribution of both Parties during a Research Project will belong jointly to both Parties in according to the specific Agreement.

ARTICLE 7 – PUBLICATIONS

Each Party has the right to publish its own scientific findings, technical reports and results of the work performed under a Joint Research Project under this Collaboration. Any publications containing results of the other Party must be agreed prior to publication and prior analysis and protection of intellectual property.

The logo of each Party shall only be used by the other Party under prior written approval of the Party to which it belongs.

ARTICLE 8 – CONFIDENTIALITY

This MoU and all documents and information provided by one Party to the other Party under, or in connection with the negotiation of this MoU or any subsequent contractual undertakings shall be treated as confidential (Confidential Information). Confidential information shall not be used except for the purposes for which it was made available, and the Confidential Information shall not be disclosed to any other person without the prior written consent of both Parties.

Neither Party will violate its obligation to retain Confidential Information and will not disclose it to any other Party unless the disclosure is made to comply with any law, regulation, or order of a court of competent jurisdiction. The Party required to make such disclosure shall inform the other Party within a reasonable time after such request.



In the execution of this MoU both Parties shall observe the legislative and regulatory framework in their respective countries.

ARTICLE 9 – PROTECTION OF PERSONAL DATA

Personal data shall be processed by CNR pursuant to Regulation (EU) 2016/679 and by Vietnam Maritime University pursuant to applicable Regulation of Vietnam. Any processing of personal data shall be carried out exclusively for the purposes of the execution, management and monitoring of this MoU. As Data controllers, the Parties shall process personal data only in the context of this Agreement and thereof exclusively for administrative purposes related to the Agreement itself, by following the legal clause of the performance of a Contract. Once personal data are no longer necessary for the purposes of the MoU, or in case a data subject exercises a right of erasure, personal data will remain stored exclusively for the purpose of addressing potential liabilities arising from the processing while respecting the statute of limitations. After this period, the personal data will be deleted. The Parties do not have the right to transfer personal data to third parties.

ARTICLE 10 – SETTLEMENT OF DISPUTES

The Parties shall exert their best efforts to resolve any dispute resulting under this MoU by amicably consultations and negotiations. Disputes will not be referred to third parties, to courts or arbitration.

ARTICLE 11 – AMENDMENTS

Any changes to the terms and conditions of this Memorandum of Understanding shall become effective by means of an Amendment mutually accepted by the signatory Parties.

ARTICLE 12 – DURATION AND TERMINATION

This MoU shall come into force on the date of its signature by both Parties and remain in force for a period of 6 years unless expressly renewed. If a Party terminates this MoU early, it shall give the other Party at least six months' notice by certified mail.

This MoU has been signed in two identical copies in the English language.

Place and date *Rome, October 6, 2023*

CONSIGLIO NAZIONALE DELLE RICERCHE



Prof. Maria Chiara Carrozza
President

VIETNAM MARITIME UNIVERSITY



Assoc. Prof. Dr. Pham Xuan Duong
President