

AGREEMENT ON FACULTY EXCHANGES
BETWEEN
HUE UNIVERSITY OF AGRICULTURE AND FORESTRY, VIETNAM
AND
FACULTY OF APPLIED BIOLOGICAL SCIENCES, GIFU UNIVERSITY,
JAPAN

PREAMBLE

Based upon the principles of equality and reciprocity, Hue University of Agriculture and Forestry (HUAF) in Vietnam and the Faculty of Applied Biological Sciences, Gifu University in Japan ("the parties") agree to the following terms and conditions with the intention of deepening the longstanding friendly relations between the two parties and mutually striving to promote scientific and cultural exchange activities:

I. DEFINITIONS

In this Agreement:

1. "Home Institution" shall mean the institution at which researchers are currently enrolled.
2. "Host Institution" shall mean the institution that has agreed to receive researchers from the Home Institution.
3. "Researcher" shall mean a researcher from the home or host institution subject to the conditions laid down in this Agreement.

II. GENERAL PROVISIONS

1. Researchers participating under the terms of the Agreement shall be subject to institution rules and national and local regulations of the host country including immigration laws, foreign exchange laws, and foreign trade laws.
2. This Agreement shall not be construed as any transfer, assignment or infringement of any intellectual property rights between the two institutions.

3. Both institutions shall collect, process, use, disclose and otherwise manage personal information only for the purposes of fulfilling their obligations under this Agreement.
4. Neither party shall disclose the information identified as confidential to any other person or organization without the prior written consent of the other.
5. The host institution shall provide researchers with both the necessary information about visas and the relevant documents and all other assistance for visa applications as may be required by the immigration laws and regulations of the host country. However, it shall be the sole responsibility of the researchers to complete the procedures.
6. The host institution shall make all relevant facilities including laboratories available to researchers.
7. Details and implementation of individual programs shall be approved by the parties and be specified in a separate agreement.
8. The parties agree that neither party shall be liable for the death or injury of any person or damage to any property arising from the conduct of any projects and/or programs pursuant to this Agreement.
9. Neither party shall be liable for any failure or delay to perform its part of this Agreement when such failure is due to Act of God, war, armed conflict, civil disturbance, legal restrictions, riots, insurrections, strikes, earthquake, flood, fire, pandemic disease or any cause beyond the control of the parties; provided that a written notice of the commencement and cession of the circumstances excusing performance shall be as quick as possible.
10. The existence, validity, construction, operation and effect of this Agreement shall be determined in accordance with and governed under the laws of Vietnam and Japan.

III. FACULTY EXCHANGES

1. The parties shall actively promote faculty exchanges during the mutually-agreed periods.
2. Faculty exchanges and collaborations may assume various forms, such as individual short and long-term visits to the institutions, joint research and development projects and co-authorship of publications. The parties shall promote such activities, all of

which are subject to applicable copyright and other laws of the respective countries as well as the rules and regulations of each institution.

3. The parties agree to discuss holding special courses, conferences, seminars, symposiums, and lectures, and to permit occasional visits by staff members to attend such meetings.
4. The parties shall seek external funding sources to facilitate the exchanges. The parties acknowledge that in the absence of external funding, all expenses incidental to the exchanges including travel costs, room and board, etc., shall be borne by the researchers and the home institution.
5. The researchers shall arrange liability and personal accident insurance against injuries, deaths and damage to property depending on their period of study at the host institution.
6. Joint research and development projects and co-author publications implemented under this Agreement shall be forwarded through collaboration between the two parties in accordance with the Convention on Biological Diversity (CBD). The ownership of any intellectual property rights acquired through such joint research and development projects and co-author publications shall be determined through consultation by both parties, and the ownership shall be specified in a separate agreement.

IV. EXCHANGE OF INFORMATION

Information shall be actively exchanged between the parties. "Information" refers to academic materials, research results, techniques related to research and teaching, data regarding students and faculty members, and research and publication materials.

V. TERMS OF IMPLEMENTATION, RENEWAL, REVISIONS, TERMINATION AND NOTICES

1. This Agreement comes into effect at the date of its last signature and remains effective for a period of five (5) years.
2. The Agreement shall be revised if necessary, based on the mutual agreement of the parties at any time during the five (5) years.

3. This Agreement may be renewed after five (5) years upon the mutual consent of the parties. Each party may terminate this Agreement by notifying the other party of its intent in writing at least six (6) months prior to the expiration date. Notification of termination shall not affect the status of faculty staff who have already been accepted for programs initiated prior to the termination of this Agreement. Any projects and/or programs in progress at the time of termination shall remain in force and all the provisions stipulated in this Agreement shall remain applicable to the faculty staff.
4. For the terms and conditions not specifically set forth at this Agreement, both parties agree to consult and negotiate to reach mutually acceptable decisions.
5. To facilitate the smooth execution of this Agreement, each party shall designate an office to administer its exchange program:

Department of Sciences and International Cooperation	General Affairs Section
Hue University of Agriculture and Forestry, Vietnam	Faculty of Applied Biological Sciences,
102 Phung Hung, Hue City, Vietnam	Gifu University, Japan
Phone:	1-1Yanagido, Gifu City, Gifu 501- 1193 JAPAN
Fax:	Phone: +81 58 293 2834
Email: phamhuuty@huaf.edu.vn	Fax: +81 58 293 2840
	Email: gjab00007@jim.gifu-u.ac.jp

6. This Agreement is drawn up and executed in duplicate in English with both documents having equal effect. Each party to the Agreement shall retain one (1) copy. Any translation of this Agreement in another language shall be for reference only and shall not bind the parties.
7. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the day and year noted below.

Signatures

For and on behalf of the
Hue University of Agriculture and
Forestry



Assoc. Prof. Le Van An PhD.

Rector

Date:

4 / 27 / 2018
Month Day Year

For and on behalf of the
Faculty of Applied Biological Sciences
Gifu University, Japan

Prof. Makoto SUGIYAMA, PhD.

Dean

Handwritten signature in blue ink

Date:

4 / 12 / 2018
Month Day Year