



THE UNIVERSITY
of ADELAIDE

MEMORANDUM OF UNDERSTANDING

Between

THE UNIVERSITY OF ADELAIDE,
AUSTRALIA
and
HUE UNIVERSITY OF AGRICULTURE AND FORESTRY,
VIETNAM

1. Collaboration

The University of Adelaide and Hue University of Agriculture and Forestry wish to collaborate in order to benefit their research and teaching activities, and to further the internationalisation of both parties.

2. Purpose

The purpose of this MOU is to establish a framework within which co-operation may develop between the two institutions. This will occur within the context of the regulations and policies of each party, and subject to the availability of resources.

3. Co-operation

Co-operation between the two parties may include such activities as:

- Exchanges of students and academic staff;
- Joint research activities, including projects, seminars, conferences and public lectures;
- Exchange of publications, academic materials and other information;
- Collaborative degree programs at the undergraduate and postgraduate levels;
- Participation in PhD and Masters by Research programs by staff of either party;
- Joint quality assurance and benchmarking;
- Such other projects for mutual benefit that are agreed upon by both parties.

4. Activities

Specific programs or activities will be undertaken under this MOU only after the written agreement of both parties. The terms and conditions of the program or activity, including any financial arrangements, shall be set out in a written Agreement signed by an authorised representative of each party.

5. Liaison

- a) Both parties shall designate a liaison office for this MOU and for any subordinate agreements under this MOU. For the University of Adelaide, the office shall be the Pro Vice-Chancellor (International). For Hue University of Agriculture and Forestry, the liaison office shall be the Office for international cooperation and science, technology (email: phamhuuty@huaf.edu.vn).
- b) Each party will endeavour to resolve any difficulties or disagreement in a spirit of co-operation and negotiation at an operational level.

6. Marketing and Publicity

- a) The parties agree to discuss and agree upon appropriate promotion of the activities undertaken collaboratively under this MOU.
- b) Neither party may, without prior approval from the other party or otherwise in accordance with a written agreement between the parties, imply any endorsement by the other party of its products or services.
- c) Any use by one party of the name or logo of the other must be in accordance with the other party's policies and approval processes or otherwise in accordance with a written agreement between the parties.

7 Confidential Information

- a) Each party agrees to treat as confidential all information designated as confidential or which by its nature is confidential or which is disclosed in circumstances importing an obligation of confidence that is obtained from the other party in connection with this MOU or activities undertaken pursuant to this MOU and not disclose such information except:
- i. to such of its personnel as have a legitimate interest in the confidential information to be disclosed to them;
 - ii. as may be required by applicable law (in which case, if permitted, prior to disclosure, the party must consult with the other party about the form and content of such disclosure); or
 - iii. as the parties may agree in writing.
- b) This clause 7 does not apply to information that is or becomes available in the public domain, is already lawfully known to the receiving party, or has been independently

developed by the receiving party, other than as a result of a breach by a party of their confidentiality obligations.

c) Nothing contained in this MOU or in any disclosures made under this MOU shall create or imply, or be construed as granting to the receiving party any license or other rights in or to the confidential information and/or any intellectual property rights or act as a waiver of any rights that the disclosing University may have to prevent infringement or misappropriation of any intellectual property rights owned or controlled by the disclosing University.

8 Term

This MOU comes into effect when the last signatory signs. It will remain in effect for a period of 5 years from that date. Not less than six months prior to its expiry, the two parties will review its operation and decide whether or not to renew it. Any such renewal shall be signed by an authorised representative of each party, and may include variations to this MOU.

9 Termination

This MOU may be terminated by the written mutual consent of both parties, or by either party giving 60 days written notice to the other party.

10. Status of MOU

This MOU places no financial or legal obligations on either of the parties, nor does it create any legal relationship between them. This MOU is not binding on the parties except for clause 6 Marketing and Publicity and clause 7 Confidential Information which are intended to be binding on the parties.

Signed on behalf of **Hue University of Agriculture and Forestry:**



Assoc. Professor Dr. Le Van An
Rector

date: July 23rd 2018

Signed on behalf of **The University of Adelaide:**

Professor Nancy Cromar
Pro Vice-Chancellor (International)

date: 17-8-18