



MEMORANDUM OF UNDERSTANDING
BETWEEN
HUE UNIVERSITY OF AGRICULTURE AND FORESTRY
Hue city, Thừa Thiên Huế province
Vietnam
and
KOBE UNIVERSITY
Kobe-city, Hyogo prefecture
Japan

This MEMORANDUM OF UNDERSTANDING (MOU), is executed by and between:

HUE UNIVERSITY OF AGRICULTURE AND FORESTRY, founded in 1967 by virtue of the Decision No. 124 / CP of the Government Council, as re-organized by virtue of the Decision 213 / CP in 1983 and further re-organized by virtue of the Decree No. 30/1994 / ND - CP in 1994 with office address at 102 Phung Hung St., Hue, Vietnam, represented herein by its Rector, **LE VAN AN**, hereinafter referred to as "HUAF"

and

KOBE UNIVERSITY, founded in 1949 by virtue of the National School Establishment Act and operating since 2004 by virtue of the National University Corporation Act, with office address at 1-1 Rokkodai-cho, Nada-ku, Kobe-shi, Japan, represented herein by its President, **HIROSHI TAKEDA**, and hereinafter referred to as "KU".

HUAF and **KU** recognizing the benefits to their respective universities from the establishment of institutional links, conclude this agreement.

1. The purpose of this agreement is to develop academic and educational cooperation and promote mutual understanding between the two universities.
2. Both universities agree to develop the following collaborative activities in the academic areas of interest, on the basis of equality and reciprocity;
 - a) Exchange of faculty and researchers
 - b) Exchange of students
 - c) Collaborative research projects;
 - d) Lectures and symposia;
 - e) Exchange of academic information and materials; and
 - f) Other academic cooperation as mutually agreed.
3. The development and implementation of specific activities based on this agreement will be separately negotiated and agreed upon between the faculties, schools or institutes which carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.
4. It is understood that the implementation of any of the types of cooperation stated in article 2 may be restricted depending upon the availability of resources and financial support at the universities concerned.
5. Both parties shall agree on the following regulations on the protection of intellectual and technical property rights.
 - a) Ownership of any intellectual property developed or created in a joint research program during the course of this agreement shall be vested in both parties to this agreement.
 - b) Any publication regarding such intellectual property shall only be possible with the prior written consent of both parties, with the understanding that such consent should not be unreasonably withheld.
 - c) Nothing in this agreement grants any party any additional rights, either expressed or implied, to the other's patents, trademarks, copyrights, know-how, or other intellectual property.



6. Nothing shall diminish the full autonomy of either institution, nor will any constraints be imposed by either upon the other in carrying out the agreement.
7. This agreement may be amended or modified by a written agreement signed by the representatives of both universities.
8. Within 30 days from the effectivity of this agreement, each party shall inform the other party in writing the name of its staff/office who/which will serve as its liaison officer/office with the other party under this agreement.
9. This agreement takes effect when it is signed by both parties. The agreement is to remain in effect for five (5) years from the later date it is signed. The agreement is automatically renewed for another five years unless either institution indicates its desire, with twelve (12) months prior notice, to terminate this agreement.
10. This agreement may, at any time during its period of validity, be terminated by one of the universities, upon prior notice to the other in writing no later than twelve (12) months before the termination date, without prejudice to the completion of ongoing activities.
11. In the event of any unforeseen incident during collaborative activities in either country, both universities agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated to the specific agreements stated in article 3.
12. This agreement shall be executed in duplicate in English.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, signed this agreement at the date and place indicated below their signatures.



HUAF

LE VAN AN
Rector

Date:

03 Jan 2018

WITNESS:

PHAM HUU TY
Head, Department of Science-technology and International
Cooperation.

Date:

KU

HIROSHI TAKEDA
President

Date:

15 Dec 2017

WITNESS:

CHEN KUANG-HUI
Dean, Graduate School
of International Cooperation Studies

Date:

15 Dec 2017

TOSHINORI KAWABATA
Dean, Graduate School
of Agricultural Science

Date:

15 Dec 2017