



LETTER OF COLLABORATION (“LOC”)

Between

Universiti Teknologi Malaysia, an institution of higher learning established under the Universities and University Colleges Act 1971 (Act 30) whose address is at Universiti Teknologi Malaysia, 81310 Johor Bahru, Johor Darul Ta’zim, Malaysia (hereinafter referred to as “UTM”) of the first part;

And

Nha Trang University, an institution of higher learning founded on August 01, 1959 as the Fisheries Faculty of Hanoi Institute of Agriculture and Forestry and carried its current name "Nha Trang University" since July 25, 2006 according to Decision No. 172/2006/QĐ-TTg of the Prime Minister whose address is at 2 Nguyen Dinh Chieu, Nha Trang, Khanh Hoa, Vietnam and shall include its lawful representatives and permitted assigns (hereinafter referred to as “NTU”) of the second part.

UTM and NTU hereto shall be referred to individually as a “Party” and collectively as “Parties”.

1.0 Field of collaboration

- 1.1 Collaboration between the parties will include the research collaboration and promotion of academic in the areas of disciplines offered at the two institutions.

2.0 Areas of Collaboration and Support

- 2.1 The parties agree and acknowledge that collaboration may develop may develop in the following, but not limited to:
- a) Exchanges of information, knowledge and material;
 - b) Research student exchanges;
 - c) Staff exchanges;
 - d) Joint research;
 - e) Joint supervision;
 - f) Joint research training;
 - g) Joint service activity;
 - h) Development of educational services, community profiles and international activities.)
- 2.2 For the purpose of implementing the collaboration in respect of any areas stated in paragraph 2.1, where any activities may give rise to rights and obligations between the parties, a separate legally binding agreement shall be entered into for each activity, subject to the approval of both parties.

3.0 Duration and Termination

- a) This LOC shall enter into force at the day of signature by the signatory of each party and shall remain in force for three (3) years unless terminated by one of the parties giving three (3) months written notice to the other.
- b) This LOC may be extended for a further period as maybe agreed in writing by the parties.

- c) Where such termination occurs, the provision of the collaborative programs shall continue to apply to on-going activities until their completion.

4.0 Confidentiality

Each party shall only use the other party's confidential information which is communicated to it in connection with this LOC for the purpose for which it was communicated or with the permission of the communicating party.

5.0 Intellectual property

- 5.1 Nothing in this LOC alters or affects the ownership of any intellectual property which is communicated by one party to another.

- 5.2 In order to preserve intellectual property rights, any research findings and inventions arising from the joint activities under this LOC shall be the intellectual property rights of both parties. Final disposition of the said intellectual property rights will be subjected to mutual agreement between both parties. Neither party will have any claim on previously existing intellectual property owned by that respective party.

6.0 Cost and Expenses

Any cost and expenses incurred in performing any activity pursuant to the collaborative programs shall be negotiated to the mutual acceptance of both parties.

7.0 General

- 7.1 Each party will assign a person to be in charge of the implementation and maintenance including negotiation and management of this LOC.

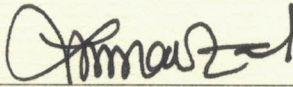
UTM	Name	: Assoc. Prof. Dr. Mohd Ariffin Abu Hassan
	Designation	: Director UTM International
	Address	: UTM International, Block S19, Universiti Teknologi Malaysia, 81310, Johor Bahru, Johor, Malaysia
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NTU	Name	: Dr. Nguyen Thi Ngan
	Designation	: Vice Director – Dept. of External Cooperation
	Address	: 2 Nguyen Dinh Chieu. Nha Trang, Khanh Hoa, Vietnam
	Website	: http://ntu.edu.vn
	Email	: dea@ntu.edu.vn
	Tel	: +84 0258 2471303

- 7.2 Except stated in paragraph 4.0 and 5.0 above, this LOC is not intended to establish a binding contractual relationship between the parties, it will facilitate the establishment of a working relationship between parties based on the principles of equality and reciprocity, fairness and voluntariness, as well as honesty and faithfulness, and to abide by the laws and regulations of the Parties, leading to the conduct of one or more collaborative activities.

- 7.3 This LOC may only be amended upon consent in writing signed by duly authorized representatives of the Parties.

Signed for and on behalf of
UNIVERSITI TEKNOLOGI MALAYSIA



Prof. Datuk. Ir. Ts. Dr. Ahmad Fauzi bin Ismail
Vice-Chancellor

Date: 28 MAY 2023

Signed for and on behalf of
NHA TRANG UNIVERSITY



Assoc. Prof. Dr. Trang Si Trung
Rector

Date: 07 July 2023