



## MEMORANDUM OF UNDERSTANDING

BETWEEN

### THE NHA TRANG UNIVERSITY

herein referred as “**NTU**”, an educational institution of higher learning organized and existing under the laws of The Socialist Republic of Vietnam, with its head office located at 02 Nguyen Dinh Chieu street, Vinh Tho ward, Nha Trang city, Khanh Hoa province, Vietnam  
represented herein by its  
**Vice Rector, Prof. Dr. Pham Quoc Hung**

AND

### MINISTRY OF EDUCATION & TRAINING, VANUATU

herein referred as “**MOET**”, for and on behalf of the Government of the Republic of Vanuatu situated at PMB 9028, Port Vila, Vanuatu, represented herein by its  
**Director General of the Ministry of Education and Training, Mr. Bergmans Iati**

with NTU and MOET, hereinafter separately referred to as a “**Party**” or mutually referred to as the “**Parties**”.

### PREAMBLE

The Parties will cooperate and work together for the purpose of promoting mutual understanding, leading to the strengthening of both institutions through identified development activities. The Parties agree to promote, strengthen and enhance cooperation in the area of research, education and faculty development.

### IT IS HEREBY AGREED AS FOLLOWS:

#### ARTICLE 1 – OBJECTIVE

The objective of this MOU is to bind together both signatories to establish a partnership, based on friendship and cooperation, for the purpose of promoting mutual understanding, leading to the strengthening of both institutions through identified development activities. It recognises the intention of NTU and MOET to cooperate in a broad range of areas and to work together for their mutual benefit.

## ARTICLE 2 – SCOPE OF CO-OPERATION

Under this Memorandum of Understanding (MoU), the MOET and the NTU hereby establish a framework for cooperation to enhance academic and educational outcomes through various initiatives, as outlined below:

### a) Student and Scholar Exchange:

- To facilitate the exchange of students and visiting research scholars, including postgraduate students, thereby enhancing cross-cultural academic experiences and fostering collaborative research across both institutions.

### b) Research Collaboration:

- To undertake joint research projects in mutually beneficial areas, actively involving postgraduate students, thus promoting a rich exchange of ideas and fostering a collaborative research culture.

### c) Professional Development and Capacity Building:

- To provide support for the development of MOET through the delivery of NTU courses and programs, training of trainers, and the establishment of articulation pathways for Ni-Vanuatu graduates into HMU programs.

### d) Academic and Information Exchange:

- To exchange academic materials, resources, and information to mutually enrich the learning and teaching environments of both NTU and MOET.

### e) Specific Collaboration in TVET Training:

In recognising the critical role of TVET in workforce development and economic growth, both MOET and NTU commit to a strategic collaboration that leverages each institution's strengths to improve the quality and reach of TVET programs. This partnership will focus on:

- **Curriculum Development:** Sharing best practices and resources for curriculum enhancement to ensure alignment with current industry standards and emerging market needs.
- **Faculty Development:** Offering professional development opportunities for MOET faculty to enhance pedagogical skills and technical knowledge through workshops, training programs, and faculty exchange initiatives.
- **Quality Assurance:** Assisting in establishing robust quality assurance processes for continuous improvement of TVET programs at MOET, including program assessment and accreditation.
- **Student Exchange Programs:** Organising student exchanges to the extent possible to provide exposure to diverse training environments and best practices in TVET.



j) Collaboration in NTU's National Training and Productivity Center:

This partnership will extend to collaborative activities within NTU's National Training and Productivity Center, focusing on:

- **Joint Training Initiatives:** Developing and delivering joint training programs that address specific skills gaps, combining the expertise and resources of both institutions and also mention in the Vanuatu National Human Resource Development Plan
- **Research and Development:** Engaging in research projects aimed at enhancing productivity and innovation across various sectors.
- **Industry Engagement:** Strengthening connections with industry partners to ensure TVET programs are responsive to labour market needs and students have opportunities for practical training.
- **Technology Transfer:** Sharing knowledge and technologies related to new and emerging fields to enhance the relevance and applicability of TVET training.
- **Capacity Building Workshops:** Organising workshops on productivity improvement, leadership, and management for the benefit of staff and students from both institutions.

#### ARTICLE 3 – DURATION

This MOU is valid for a period of **Five (5) years** and will enter into effect on the date of signing by the Parties. Both parties shall review the status of the agreement at the end of each five-year period to determine any modifications that might be necessary. The operation of this MOU may be extended by mutual consent for such period(s) may be considered desirable by the parties, which period shall be set out in writing in letters of exchange signed by both Parties.

#### ARTICLE 4 – FINANCIAL ARRANGEMENTS

The parties agree that any specific project that arises from this MOU will need to be incorporated into a specific Memorandum of Agreement (MOA) and financial arrangements will have to be negotiated and agreed upon. Specific details for the implementation of activities will be developed mutually for each activity or project.

#### ARTICLE 5 – LEGAL EFFECT

The parties acknowledge that this MOU is not legally enforceable, but that it does not diminish the intention of the parties to comply with the terms, conditions, responsibilities and undertakings stipulated in this MOU.

#### ARTICLE 6 – TERMINATION

Either Party may terminate this MOU upon giving to the other party 6 (six) months' notice in writing of its intention to do so. In the event of termination, both Parties agree to protect the interests of staff and students currently participating in collaborative programmes or initiatives and to provide all the support necessary to enable them to conclude those initiatives successfully.

#### **ARTICLE 7 - SETTLEMENT OF DISPUTES**

Any dispute arising out of the interpretation and/or implementation of this MOU shall be settled amicably in good faith through consultation or negotiation between the parties without reference to any third party or any international tribunal.

#### **ARTICLE 8 - CONFIDENTIALITY & INTELLECTUAL PROPERTY**

The parties shall not disclose or distribute any confidential information, documents, data received or supplied to the other in the course of the implementation of this MOU to any third party except as authorized in writing to do so by the requesting party. The parties further agree to recognize each other's intellectual property rights in relation to the performance of the responsibilities of each party under this MOU.

#### **ARTICLE 9 - FORCE MAJEURE**

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this MOU due to exigency of one or more of the force majeure events such as, but not limited to, act of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the Party affected thereby shall give a notice in writing to the other Party within 1(one) month of such occurrence or cessation.

#### **ARTICLE 10 - MODIFICATIONS AND AMENDMENTS**

This MOU may be varied and/or amended by the mutual agreement of the Parties and any such variation shall be set out in writing and signed by the Parties.

#### **ARTICLE 11 - PRINCIPLES OF EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

It is understood that both NTU and MOET subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, ethnicity, religion, or national origin. Both NTU and MOET shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of nondiscrimination.





**ARTICLE 12 - DESIGNATION OF OFFICE**

Each party shall designate an office to serve as liaison for implementing this Memorandum.

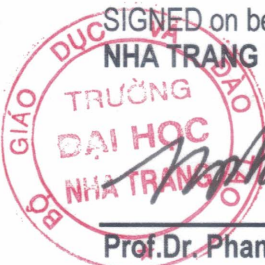

**For NTU:**

**Prof. Dr. Pham Quoc Hung**  
Vice Rector of Nha Trang University  
Email: [hungpq@ntu.edu.vn](mailto:hungpq@ntu.edu.vn)

**For MOET:**

**Bergmans lati**  
Director General of the Ministry of Education and Training  
Vanuatu  
Email: [ibergmans@vanuatu.gov.vu](mailto:ibergmans@vanuatu.gov.vu)

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures:

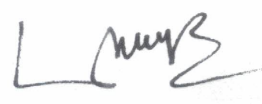
SIGNED on behalf of  
**NHA TRANG UNIVERSITY** by  
  


**Prof. Dr. Pham Quoc Hung**  
Vice Rector of Nha Trang University

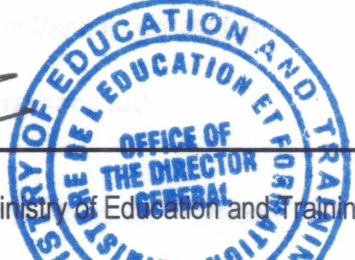

Date: Jan 22, 2025



**Witness**

**Name:** Luong Dinh Duy  
  
**Designation:** Vice-Director of Department of International Cooperation  
Date: 22/01/25


SIGNED on behalf of  
**MINISTRY OF EDUCATION & TRAINING, VANUATU** by

  
  
**Bergmans lati**  
Director General of the Ministry of Education and Training  
Vanuatu

Date: 22/01/25



**Witness**

**Name:** Julia Whippy  
  
**Designation:** PEO Finance  
Date: 22/01/25