



**MEMORANDUM OF UNDERSTANDING ON
RESEARCH COOPERATION FOR THE
PROTECTION AND SUSTAINABLE
UTILIZATION OF MARINE RESOURCES
BETWEEN**

**GUANGXI ACADEMY OF OCEANOGRAPHY
AND
NHA TRANG UNIVERSITY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MoU”) is made as of the 9th day of September, 2025.

BETWEEN

GUANGXI ACADEMY OF OCEANOGRAPHY (GAO), a Marine research institution under the Guangxi Zhuang Autonomous Region Marine Bureau, established in 2012 and located in Nanning, Guangxi Zhuang Autonomous Region, China, of the one part;

AND

NHA TRANG UNIVERSITY (NTU), a public university in Vietnam, established in 1959 and located in Khanh Hoa Province, Vietnam, of the other part.

GAO and NTU shall hereinafter refer to singularly as “the Party” and collectively as “the Parties”.

WHEREAS:

- A.** GAO is a marine research institution with distinctive characteristics in Guangxi Zhuang Autonomous Region, China, dedicated to conducting fundamental Marine research and research on the application of Marine technologies. It serves as an important technical support institution for the development of Guangxi's marine undertakings, functioning as a marine think tank for Guangxi, and providing an innovative platform for high-level academic exchange and cooperation.
- B.** NTU is a renowned higher education institution in Vietnam. It is a large, comprehensive university with strong overall capabilities, boasting excellent research and teaching teams. It has entered into numerous partnerships with other parties to enhance its research capabilities.
- C.** The Parties hereby agree to enter into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

The parties have reached an understanding as follows:

ARTICLE 1

OBJECTIVE

Subject to the terms of this MoU and the laws, regulations, and policies in force in their respective countries, the Parties shall endeavor to strengthen, promote, and develop academic and research cooperation on the basis of equality and mutual benefit.

ARTICLE 2

AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and policies from time to time in force in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas:
 - (a) knowledge sharing and joint talent cultivation, including scientific research exchanges between the two parties, academic personnel learning exchanges and visits, and joint publication of academic articles in publications, etc.;
 - (b) collaborate on joint research projects in the following areas: coastal zone resource and ecological environment survey and monitoring technology, sea area management technology and island management technology, coastal zone ecological protection and restoration technology, and other marine-related projects;
 - (c) organizing and collaborating in the undertaking of other activities and programmes; meetings, discussion, conferences, seminars, forums, workshops, and trainings on the relevant topics beneficial to the Parties.
 - (d) exchange of publications, reports, scientific information and other academic materials and information;
 - (e) any other areas of co-operation to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

ARTICLE 3

FINANCIAL ARRANGEMENTS

1. This MoU will not give rise to any financial obligation by one Party to other. Each Party will be its own cost and expenses in relation to this MoU.
2. Any other activities that involve cost and financial implication will be discussed further by the Parties.

ARTICLE 4

EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 5

ENTRY INTO EFFECT AND DURATION

1. This MoU will come into effect on the date of signing and will remain in effect for a period of **FIVE (5) YEARS** unless terminated by either Party by giving six (6) months notice in writing.
2. This MoU may be extended for next 5 years subject to mutual agreement in writing by the Parties.
3. The termination of this MoU will not affect the implementation, where practicable, of on-going activities/programs, which have been agreed upon prior to the date of termination of this MoU.

ARTICLE 6

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence. This agreement does not involve state secrets.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

ARTICLE 7

INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The ownership of the intellectual property rights in respect of any technological development and any products and services development carried out jointly by the Parties shall be discussed, determined and agreed upon by the Parties.
3. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.

ARTICLE 8

REVISION, MODIFICATION AND AMENDMENT

The Parties may revise, amend or modify all or any part of this MoU by way of a supplementary MoU in writing. Such revision, amendment or modification, if mutually agreed upon, shall come into operation on such date as may be determined by the Parties. Any revision, amendment or modification shall be done without prejudice to the rights and obligations arising from or based on this MoU prior or up to the date of such revision, amendment or modification.

ARTICLE 9

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE 10

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party or tribunal.

ARTICLE 11

NOTICES

Any communication under this MoU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of GAO or UNTV, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

(a) **If to GAO:**

Address: No. 74 Minzu Avenue, Nanning , Guangxi, 530022, China

Telephone no.: +86-771-5780337

Facsimile no.: +86-771-5780370

Contact person: Dr. Cao Qingxian

Email address: gxhyjyyj@hyj.gxzf.gov.cn

(b) **If to NTU:**

Address: No. 02 Nguyen Dinh Chieu Street, Bac Nha Trang ward, Khanh Hoa, Vietnam

Telephone no.: +84 258 2471303

Facsimile no.:

Contact person: Mr. Luong Dinh Duy

Email address: duyld@ntu.edu.vn

[next page is execution page]

IN WITNESS WHEREOF the Parties hereto have executed this MoU in two (2) identical copies to one and same effect on the day and year first above written.

For and on behalf of

GUANGXI ACADEMY OF
OCEANOGRAPHY



2025.9.9

LI YAN
President

For and on behalf of

NHA TRANG UNIVERSITY, VIETNAM



TRƯỜNG
ĐẠI HỌC
NHA TRANG

PHAM QUOC HUNG
Vice-Rector

In the presence of:



CAO QINGXIAN
Vice President

In the presence of:



LUONG DINH DUY
Vice – Director