

**UNIVERSITY OF HERTFORDSHIRE (1)
HIGHER EDUCATION CORPORATION**

And

**HANOI UNIVERSITY OF NATURAL (2)
RESOURCES AND ENVIRONMENT**

MEMORANDUM OF UNDERSTANDING

BETWEEN:

- (1) **UNIVERSITY OF HERTFORDSHIRE HIGHER EDUCATION CORPORATION** of College Lane, Hatfield, Hertfordshire, AL10 9AB ("**Hertfordshire**"), and
- (2) **HANOI UNIVERSITY OF NATURAL RESOURCES AND ENVIRONMENT** of 41 A Phu Dien Road, Phu Dien Precinct, North-Tu Liem District, Hanoi, Vietnam ("**HUNRE**")

WHEREAS

1 Preamble

- 1.1 This Memorandum of Understanding (**MOU**) is intended to promote co-operation, discussions and positive academic relations between Hertfordshire and HUNRE to their mutual benefit.
- 1.2 By way of example only, opportunities may be sought for the exchange of students and/or academic staff, and/or for collaboration on joint research projects or such other activities as mutually agreed from time to time.
- 1.3 Nothing in this MOU is intended to be legally binding or shall be construed as creating any legally enforceable rights or obligations between the Parties with the exception only of the provisions in clauses 4, 5, 6 and 7 which are legally binding. This MOU is therefore a statement of intent which sets forth the general basis upon which the Parties wish to proceed; no contract will arise as to the subject matter hereof (notwithstanding the four legally binding clauses referred to above) unless and until an agreement regarding each or any objective is negotiated, approved, executed and delivered by the Parties.
- 1.4 The purpose of this MOU is to enable Hertfordshire and HUNRE to pursue the Objectives by undertaking the Tasks, all as set out below.

The Parties agree as follows:

2 Objectives

- 2.1 The Parties agree to facilitate discussions in good faith in relation to:
 - 2.1.1 the development of a progression agreement and progression pathways in to Year 2 (i.e. 2+2) or Year 3 (i.e. 3+1) or Masters of Hertfordshire programmes from HUNRE's undergraduate degree programmes;
 - 2.1.2 Exploring and developing Franchise and Dual Award opportunities;
 - 2.1.3 Exploration of study abroad and exchange opportunities.

3 Tasks for each Party

- 3.1 Each Party agrees to:
 - 3.1.1 maintain regular and reasonable contact with the other Party, informing the other Party of any relevant changes or developments in relation to this MOU;



- 3.1.2 review this MOU on an annual basis, providing the other Party with relevant information and statistics in relation to the Objectives, and;
- 3.1.3 nominate a senior member of staff to be responsible for overseeing the implementation of this MOU.

4 Costs

- 4.1 The Parties agree that each shall bear its own costs in connection with, or for any work under, this MOU, save and except as agreed in writing between the Parties. For the avoidance of doubt, each Party shall (unless otherwise agreed) meet the travel, accommodation and subsistence costs of their own staff involved in visits to the other Party associated with this MOU.

5 Confidentiality

- 5.1 Each Party shall keep confidential and shall not, without the prior written permission of the other Party, disclose to any other institution or organisation or other third party any confidential information it acquires from the other Party in connection with this MOU, unless such information:
 - 5.1.1 is already in, or subsequently enters, the public domain (other than as a result of its disclosure by the receiving Party in breach of this clause 5), or
 - 5.1.2 is required to be disclosed by law or any legal or regulatory authority, or
 - 5.1.3 is already known to the receiving Party before the acquisition from the other Party (without being subject to any obligations of confidentiality to the other Party), or
 - 5.1.4 is obtained from a third party in circumstances where no obligation of confidentiality is owed to the other Party in respect of such information.
- 5.2 The obligations of the Parties under this clause 5 shall continue following the expiry or termination of this MOU.
- 5.3 HUNRE acknowledges that Hertfordshire is subject to the requirements of the Freedom of Information Act 2000 (as amended from time to time) (the “FOIA”) and HUNRE agrees it shall cooperate and provide all necessary assistance as may be reasonably requested by Hertfordshire (at its expense) to enable Hertfordshire to comply with its obligations under the FOIA, including but not limited to, providing Hertfordshire with such information in its possession or power as may be reasonably requested in order for Hertfordshire to comply with its obligations under the FOIA.
- 5.4 In the event the Parties exchange any personal data (where “personal data” means data provided under this MOU which relates to a living individual who can be identified either from that data, or from that data and other information which is in the possession of, or is likely to come into the possession of, the data controller) each Party agrees to ensure it acts in full compliance with the UK and local laws regarding the protection, storage and processing of personal data.

6 Intellectual Property

- 6.1 Any intellectual property rights owned by a Party before the Commencement Date (as defined in clause 9) and during the term of this MOU will remain the property of that



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Party. Nothing contained in this MOU will affect the absolute ownership rights of either Party in such Party's intellectual property rights. For the avoidance of doubt, no licences are granted under this MOU.

- 6.2 In the event that either Party wishes to use the name and/or logo of the other Party for any purposes, including without limitation for the purposes of marketing or recruitment, such Party shall obtain the written consent of the other Party in advance of such use and (if such consent is given, at the discretion of the other Party) shall comply strictly with all of the other Party's directions from time to time as to the manner of such use.
- 6.3 Neither of the Parties shall publish any marketing material relating to this MOU without the prior written consent of the other Party, and the Parties agree that the wording for any such marketing materials shall be agreed jointly between the Parties prior to its use.

7 General

- 7.1 No person who is not party to this MOU shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this MOU but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 7.2 Any notice required to be given under this MOU shall be sent to the respective address listed above for the attention of the Secretary and Registrar for Hertfordshire and Assoc. Prof. Dr. Nguyen Ngoc Thanh (President) for HUNRE or to such other address as is notified in writing from time to time by any Party to the other.
- 7.3 This MOU, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The Parties hereby submit to the non-exclusive jurisdiction of the English Courts.

8 The Understanding

- 8.1 Proposals under this MOU will be submitted through liaison officers designated by each Party to assure conformity with the Objectives. The liaison officer at Hertfordshire will be Gavin Tan (Regional Manager South East Asia and East Asia) and Assoc. Prof. Dr. Pham Quy Nhan (Vice President) for HUNRE.
- 8.2 The terms and scope of each proposal will be described in individual contracts, which will be prepared subsequent to this MOU and signed by both Parties and exchanged prior to commencement.

9 Commencement and Duration

- 9.1 This MOU commences 1 May 2018 ("**Commencement Date**"). Either Party may withdraw from this MOU or cease to pursue the Objectives at any time during the term of this MOU. In such circumstances of withdrawal, cessation or the expiry of this MOU this shall be without prejudice to clauses 4, 5, 6 and 7.
- 9.2 Subject to clause 9.1, this MOU shall be in effect for 3 years from the Commencement Date. This period may be extended by written consent of both Parties.

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Signed for and on behalf of UNIVERSITY OF HERTFORDSHIRE HIGHER EDUCATION CORPORATION

Name: Professor Q. McKellar

Signature:



Position: Vice Chancellor

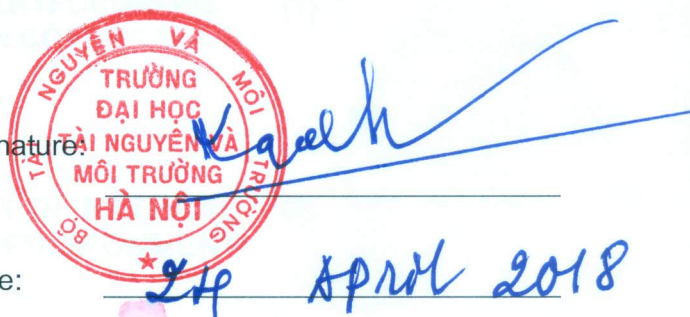
Date:

11 July 2018

Signed for and on behalf of HANOI UNIVERSITY OF NATURAL RESOURCES AND ENVIRONMENT

Name: Assoc. Prof. Dr. Nguyen Ngoc Thanh

Signature:



The stamp is circular and red, containing the text: NGUYỄN VÀ MÔI TRƯỜNG ĐẠI HỌC HÀ NỘI. The signature is written in blue ink over the stamp.

Position: President

Date:

24 April 2018



MÔI TRƯỜNG