

KATHOLIEKE UNIVERSITEIT
LEUVEN



Memorandum of Understanding

Between

Vietnam Forestry University

And

KU Leuven, Begium

Memorandum of Understanding

THE PARTIES:

Vietnam Forestry University, a training institution under the Ministry of Agriculture and Rural Development, established following the Decision No.127/CP dated August 19, 1964 by the Government of Vietnam, with address at Xuan Mai, Hanoi, Vietnam, represented by Prof. Dr. Tran Van Chu, Rector, hereinafter referred to as VFU.

And

Plant Conservation and Population Biology, a laboratory at the Department of Biology of the KU Leuven including the staff and assets of the former Laboratory of Plant Systematics, KU Leuven, with address Institute of Botany and Microbiology, Kasteelpark Arenberg 31 box 2435, BE-3001 Leuven, Belgium, represented by Prof. Dr. E.F. Smets, and hereinafter referred to as LEUVEN.

VFU and LEUVEN to this MOU shall be hereafter collectively referred to as "Both Parties".

WHEREAS:

- A. Both Parties are institutions with interest in research and education.
- B. Both Parties agree that the said cooperation shall be mutually beneficial.
- C. LEUVEN closely cooperates with the Botanic Garden Meise, the national institute of Belgium in botanical research and collection management.

THE FOLLOWING TOPICS ARE AGREED:

1. Area of cooperation

- 1.1 Both Parties shall encourage cooperation in Plant Taxonomy, Plant Biodiversity & Ecology, management of Herbarium collections, database management and related applied science disciplines.
- 1.2 With respect to the activities contemplated under clause 1.1 above, both Parties shall seek to promote:
 - a. Exchange information, and literature that are of mutual interest.
 - b. Exchange staff and students of two Parties for research and study.
 - c. Collaborative projects in areas of mutual interest;
 - d. Organisation of conferences, seminars and symposia of mutual interest to the institutions.
 - e. Joint publications in international scientific journals
 - f. Other forms of cooperation which the two institutions jointly arrange.

1.3 Both Parties shall decide through consultation the specific areas and details of cooperation within the framework of this MOU.

2. Commitment of Both Parties

2.1 VFU agrees to:

- a. Arrange the necessary permits and access and benefit sharing agreements with local authorities and state organizations for joint VFU and LEUVEN field work in Vietnam, in line with laws and regulations of the Socialist Republic of Viet Nam.
- b. Provide professional and technical staff to collaborate with LEUVEN in the collaborative works of the two Parties.
- c. Ensure that all equipment, supplies, and items required for the project are exempt from all taxes, duties, and other form of payments, taking into account the laws and regulations of the Socialist Republic of Viet Nam.

2.2 LEUVEN agrees to:

- a. Provide professional and technical staff for the collaborative activities of the two Parties.
- b. Seek educational opportunities and create favorite conditions for VFU staff, lecturers and students to access to, learn and exchange experience as well as cooperate with staff of LEUVEN and associated partners in education and scientific research.
- c. Seek external funding and other forms of support to promote the agreed cooperation activities.
- d. Arrange for the procurement of necessary supplies and equipment if and when the required funding has become available.
- e. Accept and train scientists from VFU on project implementation if and when the required funding has become available.
- f. Assist in strengthening capacity of Biodiversity Centre within Vietnam Forestry University.
- g. Where necessary seek the assistance of the Botanic Garden Meise in performing the activities enumerated under 2.2 a through f.

2.3 VFU and LEUVEN agree that:

- a. Personnel from both institutes must comply with all laws and legislation within each country during the course of project activities.
- b. Any disputes arising out of the interpretations or implementation of this arrangement will be settled amicably by consultation or negotiations between VFU and LEUVEN.

3. Liaison

- 3.1 VFU and LEUVEN will each designate a department/ unit and a representative who is to be responsible for the management of this MOU. Both Parties agree to notify the other if the department/unit or representative changes in the course of the agreement, and to in turn inform their respective international and/ or administrative units.

4. Commencements and Duration

- 5.1 This MOU shall operate and take effect for a period of five (5) years from the date of signature or until it is terminal in accordance to Clause 6.1 of the MOU. This MOU may be extended for a further period upon written agreement by both parties.
- 5.2 Notwithstanding Clause 5.1 above, any project or activity that has been approved and/or implemented at the time of termination of this MOU shall be allowed to proceed until its scheduled completion, unless otherwise agreed by both Parties.

5. Terminations and Revision

- 6.1 This MOU may be terminated at the request of either party at any time subject to notice in writing to be received by the relevant Party not less than three (3) months from the proposed date of this termination.
- 6.2 This MOU will be reviewed if necessary on a date to be agreed between the Parties.

6. General Provisions

- 7.1 This MOU shall only be understood to be a statement of intention to establish collaboration in research and education and further cooperation between both Parties for mutual benefit. Nothing in this MOU shall be interpreted as creating any legal, financial, commercial, and administrative or any other kind of liability or responsibility whatever for the Parties involved, as any of the aforementioned activities shall be executed by means of specific agreements.

In confirmation of their mutual aspirations, the undersigned have hereby signed this Memorandum of Understanding.


Signed on behalf of
KU Leuven



Prof. Dr. Erik Smets
On behalf of **Prof. Dr. Olivier Honnay**
Plant Conservation and Population
Biology, KU Leuven

Date 15-11-2014

Signed on behalf of
Vietnam Forestry University



Prof. Tran Van Chu
Rector of
Vietnam Forestry University

Date 15-11-2014