

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. DEPARTMENT OF INTERIOR
OF THE
UNITED STATES OF AMERICA
AND
THE MINISTRY OF NATURAL RESOURCES AND ENVIRONMENT
OF THE
SOCIALIST REPUBLIC OF VIETNAM
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION IN EARTH SCIENCES
AND EFFECTIVE MANAGEMENT OF NATURAL RESOURCES
IN THE CONTEXT OF CLIMATE CHANGE

The U.S. Department of Interior of the United States of America (hereinafter “DOI”), represented by Dr. Anne J. Castle, Assistant Secretary for Water and Science,

And

The Ministry of Natural Resources and Environment of Socialist Republic of Vietnam (hereinafter “MONRE”), represented by Dr. Nguyen Thai Lai, Deputy Minister,

Hereinafter referred to as “the Parties”,

Pursuant to the Agreement on Scientific and Technological Cooperation between the Government of the Socialist Republic of Vietnam and the Government of the United States of America (hereinafter referred to as “S&T Agreement”) signed November 17, 2000,

Desiring to pursue scientific and technical cooperation in the Earth sciences and effective management of natural resources in the context of climate change,

Have agreed as follows:

ARTICLE I. OBJECTIVES

The purpose of this Memorandum of Understanding (hereinafter referred to as “Memorandum”) is to provide a framework for the exchange of scientific and technical knowledge between the Parties with respect to the earth sciences and effective management of natural resources.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Memorandum may consist of exchanges of technical information; visits; participation in training courses, conferences, and symposia; the exchange of scientists in areas of mutual interest; and any other cooperative research consistent with programs of the Parties; identification and elaboration of common projects to be financed by the national development assistance programs of the Parties, private sources and international funds.

2. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

- A. Earth-science investigations, including hazards and environment;
- B. Effective management of water resources, land and other natural resources in the context of climate change
- C. Biology, biological investigations, and technical developments;
- D. Geographic and geospatial analysis and investigations;
- E. Climate change adaptation and mitigation;
- F. Water resources and other hydrologic investigations;
- G. Information systems;
- H. Marine and coastal geology and hydrogeology.

3. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations, and procedures of the two countries.

4. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation among government agencies, universities, research centers, institutions, private sector companies, and other entities of the two Parties.

5. Each Party may, with the consent of the other Party and to the extent permitted by the laws and policies of each Party's Government, invite other government entities or agencies of the United States of America and of the Socialist Republic of Vietnam, and other entities, including scientists, technical experts, governmental agencies and institutions of third countries or international organizations, to participate in activities undertaken pursuant to this Memorandum, subject to such terms and conditions as the Parties may specify.

ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Memorandum shall be subject to the availability of personnel, resources, and funds. This Memorandum shall not be construed to obligate any particular expenditure or commitment of resources or personnel.

ARTICLE IV. FEE AND TAX EXEMPTION

In accordance with its laws and regulations, each Party shall work toward obtaining, on behalf of the other Party, relief from taxes, fees, customs duties, and other charges (excluding fees for specific services rendered) levied with respect to:

A. All transfer, ownership, construction, renovation, or maintenance of facilities or property by or on behalf of the other Party to implement this Memorandum.

B. The import, purchase, ownership, use, or disposition (including export) of goods and services by or on behalf of the other party in support of activities under this Memorandum.

C. Personal property of personnel of the other Party or entities of that Party implementing provisions of this Memorandum.

ARTICLE V. INTELLECTUAL PROPERTY

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum shall be governed by the provisions of Annex A and B of the S&T Agreement, which forms an integral part of this Memorandum.

ARTICLE VI. SECURITY OBLIGATION

The protection of classified information and unclassified export-controlled information and equipment shall be governed by Annex B of the S&T Agreement.

ARTICLE VII. DISCLAIMER

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third party.

ARTICLE VIII. PLANNING AND REVIEW OF ACTIVITIES

Each Party shall designate a principal representative who, at such times as the Parties shall mutually agree, shall meet to review the activities under this Memorandum and develop proposals for future activities, as appropriate.

ARTICLE IX. PROJECT ANNEXES

Any activity carried out under this Memorandum shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals are planned, such activity shall be described in an agreed Project Annex to this Memorandum, which shall set forth, in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In the case of any inconsistency between the terms of this Memorandum and the terms of a Project Annex, the terms of this Memorandum shall control.

ARTICLE XI. ENTRY INTO FORCE, TERMINATION, and AMENDMENT


1. This Memorandum shall enter into force upon signature and shall remain in force for ten (10) years and shall be automatically extended thereafter for successive periods of five (5) years unless either Party notifies the other in writing of its intention to terminate this Agreement at least ninety (90) days before it is due to expire.

2. Either Party may terminate this Memorandum by providing ninety (90) days' prior written notice to the other Party. Unless otherwise agreed, the termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum that have been initiated prior to such termination and this Memorandum shall continue to apply to such projects until they are discontinued.

3. This Memorandum may be amended by mutual written agreement of the Parties.

Signed at Hanoi and _____, in duplicate, in the English and Vietnamese languages, both being equally authentic.

FOR THE DEPARTMENT OF INTERIOR
OF THE UNITED STATES OF AMERICA




Anne J. Castle
Assistant Secretary for Water and Science

10-December-2010

Date

FOR THE MINISTRY OF NATURAL
RESOURCES AND ENVIRONMENT OF
THE SOCIALIST REPUBLIC OF VIETNAM



Nguyen Thai Lai
Deputy Minister

10-December-2010

Date