

INTERNATIONAL MEMORANDUM OF UNDERSTANDING

between

OLD DOMINION UNIVERSITY
Norfolk, Commonwealth of Virginia
USA

and

NHA TRANG UNIVERSITY
Khanh Hoa Province
Vietnam

Old Dominion University (hereafter “ODU”), Norfolk, Virginia, USA, and Nha Trang University, Khanh Hoa Province, Vietnam (hereafter “NTU”), join in the following international memorandum of understanding on the promotion of educational and academic exchanges between the two institutions.

1. Framework for Collaboration: Both institutions will make every reasonable effort to encourage direct contact and research cooperation between their faculty members, departments, and research institutes, to the extent that they are able, under provisions of this agreement, and endeavor to cooperate in the fields with which both parties are concerned.

Both institutions agree to consider the following general forms of cooperation:

- Joint research projects and activities;
- Exchange of academic materials and academic publications;
- Exchange of faculty members for research, lectures, and discussions;
- Exchange of students for study and research;
- Promotion of educational opportunities for students of both countries.

Themes of joint activities and the conditions for using the results achieved and arrangements for specific visits, exchanges and other forms of cooperation will be agreed to by both parties on a case-by-case basis.

This Memorandum expresses only the intentions of the parties. The specific details of any activity will be negotiated and set forth in a supplemental agreement to this Memorandum.

The supplemental agreement shall be legally binding and shall set out any detailed responsibilities of each party in respect of:

- (a) the responsibilities of each institution;
- (b) admission and progression requirements;

- (c) academic quality control;
- (d) tuition fees and other financial considerations;
- (e) English language requirements;
- (f) intellectual property;
- (g) any other terms and conditions necessary for the achievement of the proposal.

2. Initial Priorities of Collaboration: The initial priorities for collaboration between the two institutions are listed below. It is anticipated that additional areas of collaboration will be added as the mutual interest of the two institutions dictates.

- Partnerships for Enhanced Engagement in Research (PEER) program collaborative, grant-sponsored research activities

3. Financial Considerations: Both institutions understand that all the financial arrangements should be agreed to by both parties on a case-by-case basis and will depend upon the availability of funds.

4. Intellectual Property:

a. Old Dominion University agrees to provide the students/researchers with access to necessary intellectual property and permits the use of this intellectual property only so long as the student/researcher is present at Old Dominion University. Further, the student/researcher may be required to sign an agreement regarding use and dissemination of intellectual property. While at Old Dominion University the students' rights to any intellectual policy will be governed by the laws of the United States, the Commonwealth of Virginia and the policies of Old Dominion University.

b. Nha Trang University agrees to provide the students/researchers with access to necessary intellectual property and permits the use of this intellectual property only so long as the student/researcher is present at Nha Trang University. Further, the student/researcher may be required to sign an agreement regarding use and dissemination of intellectual property. While at Nha Trang University the students' rights to any intellectual policy will be governed by the laws of Vietnam and the policies of Nha Trang University.

c. The Parties hereby acknowledge receipt of notice that some or all of the information, data, or other material provided or exchanged pursuant to this Agreement may be technical data within the meaning of the International Traffic in Arms (ITAR) regulations, 22 CFR sections 120 - 130, or the Export Administration Regulations (EAR), 15 CFR sections 768 - 819. Accordingly, the Parties shall not disclose, provide or export such information to any foreign person or entity, whether within the U.S. or abroad, without obtaining appropriate export authorization in

advance. The Parties acknowledge their awareness that intentional violation of such export requirements may constitute a crime.

5. Contact Offices: The following offices will serve as the contacts for the respective universities until notified of changes in writing.

For

Old Dominion University
Executive Director
Office of International Programs
Old Dominion University
Dragas Hall 2006
Norfolk, VA 23529-0236
+1 757.683.5195 (phone)
+1 757.683.5196 (fax)
oip@odu.edu

For

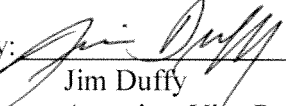
Nha Trang University
Khong Trung Thang
Vice Rector
Department of External Cooperation
Nha Trang University
02 Nguyen Dinh Chieu
Nha Trang, Vietnam
+84 58.383 1149 (phone)
+84 914070627
thangkt2000@gmail.com

6. Duration, Renewal and Termination of Agreement:

- a. This agreement shall be effective for three years from the date of signing, unless terminated beforehand.
- b. If this agreement remains dormant for three consecutive years it will be deemed to have lapsed.
- c. Where it continues to be active the two parties shall review the Memorandum six months prior to the expiration date. If the two parties are agreeable, then the Memorandum shall be extended in writing for an additional three years.
- d. This agreement shall be subject from time to time to revision or modification by mutual written agreement.
- e. This agreement may be terminated by either ODU or NTA with six months notice given to the other party in writing.
- f. If conflict arises out of this agreement, the sole remedy for either party shall be the termination of the agreement (see 8c above).

7. Approvals:

For Old Dominion University:

By: 
Jim Duffy
Associate Vice President
For Academic Affairs

Date: 11/28/11

For Nha Trang University:

By: _____
Vu Van Xung
Rector

Date: _____

Approved as to form:

By: 
Office of University Counsel