

MEMORANDUM OF UNDERSTANDING

BETWEEN

VIETNAM ACADEMY FOR WATER RESOURCES

AND

DELTAIRES INSTITUTE

ON

**INTEGRATED WATER RESOURCE MANAGEMENT, WATER QUALITY,
and NATURE BASED FLOOD DEFENSE**



This Memorandum of Understanding (MOU) is made on 1st October, 2015

by and between

1. **Vietnam Academy for Water Resources**, Vietnam's leading research institutions established by the Prime Minister in accordance with decision 594/QD-TTg's dated May 10th 2007, regarding water resource science and technology of Vietnam and having registered office at No 171 - Tay Son Str, Dong Da Dist. Hanoi, Vietnam (herein after called as "VAWR"), represented by **Asso., Prof., Dr. Nguyen Tung Phong**, in the person of the Deputy Director General, and
2. **Stichting Deltares**, is an independent institute for applied research in the field of water and environment (hereinafter referred to as "Deltares") represented by **Dr. Toon Segezen**, unit director Subsurface and Groundwater.

Parties above are hereinafter referred severally as "Party" and collectively as "Parties" or "Both Parties".

Whereas the purpose of this MOU is to establish the relationship of stable cooperation between the Parties in order to enhance the capacity of each party and to develop research projects, training activities on water resources and environment.

Now it is hereby agreed as follows:

1. Both Parties agree to cooperate for research and technological development on the fields of **integrated water resource management, water quality, and nature based flood defense** and regularly exchange information about technology, experience and products for research projects in Vietnam and other countries in so far as each Party do not infringe any rights of third parties and do not violate its confidentiality obligation to third parties.
2. Both parties agree to cooperate in seeking financial support to implement activities related to fields mentioned above.
3. Both Parties agree to carry out experts exchange and joint research in the mentioned fields.
4. Deltares will have the right to use the name and background of VAWR as a partner in the presentation materials when necessary and vice versa (VAWR will have the right to use the name and background of as a partner in the presentation materials when necessary).
5. VAWR agrees to collaborate and support Deltares to study and develop the opportunities in Vietnam and Deltares agrees to collaborate and support VAWR to find and develop opportunities in the international cooperation with other countries, focusing on, but not limited to, the South and East Asian market.
6. This MoU shall remain in force for a period of three (03) years from the day of signature by the duly authorized representatives of the Parties, and shall be renewable thereafter.

7. Any Party may, for valid reason, terminate this MoU, in whole or in part, with thirty (30) days notice to the others. In the event of any termination, any mission in progress by experts provided by any of the Parties shall be completed in an orderly manner in accordance with this MoU.
8. This MoU may be modified by mutual consent of all the Parties, in accordance with their respective rules and regulations. Such amendments shall enter into force one month following notifications of consent by the Parties, and may automatically apply to individual project implementation agreements ongoing at the time of execution of the amendment, if agreed upon between the parties, or if the terms of the amendment(s) are required by law.
9. Both Parties hereby agree that they will not indulge in any acts or deeds which may harm or damage the Brand Equity or reputation of the Parties under this MOU.
10. Both Parties hereby agree that they will not indulge in any acts or deeds which may violate intellectual property rights of the Parties under this MOU.
11. Both Parties shall bear their own costs in relation to the activities stemming from this MoU, unless otherwise agreed.
12. The contact persons responsible for coordinating activities arising from this MoU are Mr. To Viet Thang on behalf of VAWR and Dr. Marcel Marchand on behalf of Deltares.
13. Each party shall understand and respect confidentiality with respect to the other party's data, information or documents. In no case shall either Party disclose/disseminate or publish data, information or documents of the other party without prior written consent with such other Party.
14. All commitments, obligations and expenditures related to programmes and projects stemming from this MoU shall be administered in accordance with each Party's normal practices and policies and the specific terms and conditions of the client(s).
15. No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless the Party has received the prior agreement of the other Party in writing.
16. Addresses for Correspondence:

1) Vietnam Academy for Water Resources

No 171 - Tay Son Str, Dong Da Dist, Hanoi, Vietnam
Tel: +84 4 3564 3123
Fax: +84 4 3563 2827

2) Deltares, the Netherlands

185, Rotterdamseweg, 2629 HD Delft, the Netherlands
Tel: +31 (0)88 335 8273
Fax: +31 (0)88 335 8582

This MOU shall be made into **two** copies in English, and executed by the duly authorized representative of each Party.

1) Signed for and on behalf of **Vietnam Academy for Water Resources** by:

Asso. Prof, Dr. Nguyen Tung Phong, Deputy Director General



2) Signed for and on behalf of **Deltares, The Netherlands**

Dr. Toon Segeren, Unit Director Subsurface and Groundwater


