

DATED THE 24 DAY OF OCTOBER 2023



MEMORANDUM OF UNDERSTANDING

BETWEEN

**VIETNAM – KOREA COLLEGE OF TECHNOLOGY IN
BAC GIANG**

AND

GUANGDONG POLYTECHNIC OF SCIENCE & TRADE

THIS **MEMORANDUM OF UNDERSTANDING (“MOU”)** is made on October 24th , 2023.

Vietnam – Korea College of Technology in Bac Giang (hereinafter referred to as “VKTECH”), an institution of Bac Giang Provincial People committee and having its address premises at Dinh tri ward, Bac Giang city, Vietnam and shall include its lawful representatives and permitted assigns, of the first part;

AND

GUANGDONG POLYTECHNIC OF SCIENCE & TRADE (hereinafter referred to as “**GPST**”), a established in 1985 as a government-run college under the administration of the Ministry of Education, People’s Republic of China. Its three campuses covers an area of over 670,000 m² in Guangzhou, the third biggest city in China. The main campus address is at No.388 Shiqing Road, Baiyun District, Guangzhou, China. for the purpose of this MoU is represented by Faculty of Computer Science and Information Technology, and shall include its lawful representatives and permitted assigns of the other part;

Hereinafter referred to singularly as “the Party” and collectively as “the Parties”,

WHEREAS

- A. VKTECH has entered into various collaborative arrangements with other parties to enhance research, consultancy and academia.
- B. **GPST** is one of the national high-quality colleges with lots of awards and high recognition in China. GPST tries to cultivate international and applied talents in its 51 majors by providing students with excellent facilities for living, learning and practical training.

The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I
OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II
AREAS OF CO-OPERATION

2.1 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in herein, endeavour to take necessary steps to encourage and promote co-operation in the following areas:

- (a) Collaborative research, including reciprocal visits by faculty members;
- (b) Student project and internship;
- (c) Student competitions and workshops;
- (d) Collaborative development of curriculum and syllabus;
- (e) Participation in seminars and academic meetings;
- (f) Short term academic programs/study visits for students/participants/faculty members;
- (g) Any other areas of co-operation to be mutually agreed upon by the Parties.

ARTICLE III
FINANCIAL ARRANGEMENTS

3.1 This MoU will not give rise to any financial obligation by one Party to other.

3.2 Each Party will bear its own cost and expenses in relation to this MoU.

ARTICLE IV
EFFECT OF MoU

This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE V
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE VI
ENTRY INTO EFFECT AND DURATION

6.1. This MoU will come into effect on the date of signing and will remain in effect for a period of **five (5)** years or until termination by either party with **three (3)** months written notice.

6.2 This MoU may be extended for a further period as may be agreed in writing by the Parties by issuance to the other Party of a written notice signifying its intention to renew or further the period not less than **three (3)** months prior to the Expiry Date.

ARTICLE VII
NOTICES

Any communication under this Memorandum of Understanding will be writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **VKTECH** or **GPST**, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To : VIETNAM – KOREA COLLEGE OF TECHNOLOGY IN BAC GIANG
Address : Dinh tri ward, Bac Giang city, Vietnam
Attn to : MA Nguyen Nhat Hong
Tel no. : |+84 02043686539
Fax no. : |+84 02043686998
E-mail : caodangviethan@gmail.com; hongnguyen.vhan@gmail.com

To : **GUANGDONG POLYTECHNIC OF SCIENCE & TRADE**
Address : School of International Exchange, Guangdong Polytechnic of
Science & Trade, 510660, Guangzhou, China
Attn to : Associate Professor Zhao Hui
Tel no. : +86 02022014412
Fax no. : +86 02022014412
E-mail : 524850884@qq.com

ARTICLE VIII

REVISION, VARIATION AND AMENDMENT

- 8.1 Either Party may request in writing a revision, variation or amendment of this MoU.
- 8.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 8.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 8.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

ARTICLE IX

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

BẢO HỘ QUYỀN SỞ HỮU TRÍ TUỆ

- 9.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of Parties and with other international agreements signed by both Parties.

- 9.2 The use and/or reference of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 9.3 Notwithstanding anything in paragraph 9.1 above, the intellectual property rights in respect of any technological development, and any products or services development, carried out.
- (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE X

CONFIDENTIALITY

- 10.1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- 10.2 For purposes of paragraph 10.1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
- 10.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding termination of this MoU.

ARTICLE XI
SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE XII
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

The foregoing record represent the understandings reached between the **VIETNAM – KOREA COLLEGE OF TECHNOLOGY IN BACGIANG** and **GUANGDONG POLYTECHNIC OF SCIENCE & TRADE** upon the matters referred to therein.

Signed in duplicate at **GUANGDONG POLYTECHNIC OF SCIENCE & TRADE** onthe date of , 2023. In 3 original texts, each in the English; Chinese, Vietnamese language, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

Signed by

MA. Nguyen Cong Thong]
President]
For and on behalf of]
VIETNAM – KOREA COLLEGE OF]
TECHNOLOGY IN BAC GIANG]



Signed by

Prof. Dr. Wang Hailin]
President]
For and on behalf of]
GUANGDONG POLYTECHNIC OF SCIENCE]
& TRADE]



In the presence of

Prof. Dr. QianYingjun]
Dean, School of Information,]
GUANGDONG POLYTECHNIC OF SCIENCE]
& TRADE]

