

# MEMORANDUM OF UNDERSTANDING

**BETWEEN**



**THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM**

**AND**

**THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN OF BRUNEI DARUSSALAM**

**ON EDUCATION CO-OPERATION**

**THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM** and **THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN OF BRUNEI DARUSSALAM** (hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

**Recognizing** the importance of education and training in national development; and

**Desiring** to strengthen and broaden cooperation in the field of education and training on the principle of equality and mutual benefit,

**HAVE REACHED the following understanding:**

## ARTICLE I
## GENERAL OBJECTIVES

1. The objective of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to provide a framework for and further promote the exchanges in the field of education and related trainings, and to consolidate and strengthen the educational exchanges and cooperation between the two countries on the basis of reciprocity and mutual benefit.

2. Cooperation activities under this MOU will be subject to the domestic laws, rules, regulations and national policies in force their respective countries.

## ARTICLE II
## AREAS OF COOPERATION

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

a) links and exchanges between educational institutions at all levels, through exchanges between educational leaders, high officials, researches, teachers, administrators and students;

b) exchange of all forms of education-related materials, publications, literature, teaching aids and information as well as the organization of relevant exhibitions and seminars;

c) interaction through meetings, workshops, exhibitions, conferences, seminars, student visits, competitions, camps, training, collaborative study programme, joint researches on Mathematics and Science Education, Language Education, Information and Communication, Physical Education and Sports;

d) cooperation between universities, polytechnics, technical and vocational education schools;

e) support the exchange of ideas and experiences in educational policy between advisers, officials and legislators; and

f) any other areas of educational cooperation as may be jointly decided by the Parties.

## ARTICLE III
## DESIGNATED AUTHORITY

The designated authority responsible for the implementation of this Memorandum of Understanding on behalf of the Government of the Socialist Republic of Viet Nam shall be the Ministry of Education and Training of Viet Nam and, on behalf of the Government of His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam shall be the Ministry of Education of Brunei Darussalam.

## ARTICLE IV
## IMPLEMENTATION

1. The Parties will establish a Joint Working Group to implement this MOU.

2. The Joint Working Group will be co-chaired, on behalf of the Government of the Socialist Republic of Viet Nam, by a Deputy Minister of the Ministry of Education and Training of the Socialist Republic of Viet Nam and, on behalf of the Government of Brunei Darussalam, by the Deputy Minister of the Ministry of Education of Brunei Darussalam with the participation of other relevant agencies of both Parties as appropriate.

3. The Joint Working Group will meet once every two (2) years at the request of either Party, alternately in Brunei Darussalam and Viet Nam. The Joint Working Group may also hold additional meetings whenever it considers necessary.

4. The Joint Working Group will hold its meeting at such venues and times as jointly decided by the Parties.

5. The decisions and other conclusions of the Joint Working Group will be taken by consensus and will be reflected in the Agreed Minutes of the Meeting and both Parties will take appropriate steps to implement these decisions and conclusions.

6. The functions of the Joint Working Group will be :
   i. To promote, coordinate and monitor the cooperative activities under this MOU;
   ii. To consider the addition of other areas of priority to both countries; and
   iii. To monitor the effective functioning and execution of this MOU.

7. Expenses for organising the meetings of the Joint Working Group will be borne by the Party hosting the meeting. The Parties will bear their own expenses in attending these meetings.

## ARTICLE V
## FINANCIAL ARRANGEMENT

1. Each Party will bear their own costs related to the implementation of this MOU subject to the national legislation of each Party and the availability of funds and resources, unless it is jointly decided otherwise by the Parties.

2. The Parties may jointly decide alternative financial arrangements in relation to specific cooperation activities under this MOU.

## ARTICLE VI
## PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements to which both Parties are party.

2. The use of the name, logo and/or official emblem of either Party on any publication, document and/or paper is prohibited without the prior written approval of that Party concerned.

3. Notwithstanding anything in Section 6.1 above, the intellectual property rights in respect of any technological development and any product and services development, carried out:

    i. jointly by the Parties or research results obtained through the joint activity effort of the Parties, will 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 VII
## CONFIDENTIALITY

1. Each Party shall 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.

2. Both Parties agree that the provisions of this Section shall continue to be binding between the Parties notwithstanding the expiration or termination of this MOU.

## ARTICLE VIII
## SETTLEMENT OF DISPUTES

Any disputes or difference arising from the interpretation, implementation or application of this MOU will be settled amicably by consultations and negotiations between the Parties.

## ARTICLE IX
## REVISION, AMENDMENTS AND MODIFICATIONS

1. Any of the Parties may request in writing a revision, modification or amendment of all or part of this MOU.

2. Any revision, modification or amendment agreed to by the Parties will form an integral part of this MOU.

3. Such revision, modification or amendment will be made in writing and come into effect on such date as may be determined by the Parties.

4. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this MOU before or up to the date of such revision, modification or amendment.

## ARTICLE X
## EFFECT OF MEMORANDUM OF UNDERSTANDING

This MOU serves only as a record of the Parties intention 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, expressed or implied.

## ARTICLE XI
## SUSPENSION

Each Party will be permitted 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 in which suspension will take effect immediately after notification has been given to the other Parties.

## ARTICLE XII
## EFFECTIVE DATE, DURATION AND TERMINATION

1. This MOU shall enter into force on the date of signature and remain in force for a period of three (03) years, and will be automatically extended for successive periods of one (01) year unless either Party notifies the other in writing its intention to terminate this MOU, through diplomatic channels, at least six (06) months before its expiration.

2. The expiration or termination of this MOU will not affect the implementation of ongoing activities of programmes which have been agreed upon by the Parties prior to the date of the expiration or termination of this MOU, unless the Parties decide otherwise.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto by their respective Governments, have signed this Memorandum of Understanding.

**SIGNED in Bandar Seri Begawan, Brunei Darussalam** on **9 April** in the year **2014** in duplicate in the English Language.

| **FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM** | **FOR THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DIPERTUAN OF BRUNEI DARUSSALAM** |
|---|---|
| **Pham Vu Luan**<br>***Minister of Education and Training*** | **Pehin Abu Bakar Apong**<br>***Minister of Education*** |

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