

DATED THE TWENTY SIXTH DAY OF OCTOBER 2009

Between

**The University of Da Nang**

and

**The Vietnam Education Foundation Fellows Association**

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**MEMORANDUM OF UNDERSTANDING**

in relation to the proposed establishment of  
a engineering and science library for higher education in Vietnam

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THIS MEMORANDUM OF UNDERSTANDING is made on 26 October 2009:

**BETWEEN:**

- (1) The University of Da Nang ("**UD**"), having its office at 41 Le Duan Street, Da Nang;
  - (2) The Vietnam Education Foundation Fellows Association, a fellow entity of the Vietnam Education Foundation, an independent federal agency created in the United States of America and having its registered office at 2111 Wilson Boulevard Suite 700 Arlington, VA 22201] ("**VEFFA**")
- (collectively, the "**Participants**" and each, a "**Participant**")

**Whereas:**

- (A) VEFFA is desirous of and commitment to establishing and developing a successful engineering and science library (the "**Library**") for higher education in Vietnam, and UD affirms its intention to cooperate with VEFFA to develop and manage the Library.
- (B) The Participants wish to set out in this Memorandum of Understanding (the "**MOU**") the broad in-principle understanding among them to cooperate with each other for the purpose as stated in Recital (A) above.

**The following reflects the understanding between the Participants:**

1. **Effective Date:**

This MOU shall come into effect upon the date of signing and shall be valid until the execution of a formal collaboration agreement between the Participants in relation to the Project (as defined in Clause 2.1 below).
2. **The Proposed Establishment of the Library:**
  - 2.1 Subject to the approval of all relevant governmental and regulatory authorities, and subject to the availability of funds, the Participants propose to establish a library at UD (the "**Project**");
  - 2.2 Within 30 days after the date of signing of this MOU, the Participants intend to consult and devise a timetable for action. The Participants desire to establish the Library by 2010;
  - 2.3 The library shall be named UD-VEFFA Library; located in graduate section of the Main Library of UD.
  - 2.4 The UD-VEFFA Library is also a member of the Network of VEFFA Libraries
  - 2.5 The collection of the UD-VEFFA Library will serve all communities in the following order of priority:

- (a) UD students, lecturers, and researchers;
  - (b) VEF fellows; and
  - (c) general public from other universities, institutions (after having registered at UD Main Library).
- 2.6 For the purpose of resource management, UD-VEFFA Library is supervised by UD Main Library. The Main Library carries out annual survey on effectiveness of resources usage, condition of books and other materials to report to UD and VEFFA.
- 2.7 The ownership of the books in collection is in one of two types:
- (a) UD ownership for books that are purchased and donated by VEFFA; and
  - (b) Fellow ownership for books that are shared by VEF fellows. This is a service provided by UD-VEFFA Library for those books which VEF fellows want to share but do not want to donate.

3. **Role of Each Participant:**

- 3.1 VEFFA and UD shall be the co-founders of UD-VEFFA Library;
- 3.2 Both participants shall work closely together to make the Project a success; and
- 3.3 UD Main Library is responsible for book management, exploitation, ensuring the efficiency and common regulations for all communities as mentioned in clause 2.4.

4. **Responsibilities of Each Participant:**

4.1 **Responsibilities of VEFFA:** VEFFA shall:

- (a) obtain books through donations and/or purchase outside Vietnam and deliver the books to the Library;
- (b) develop and promote Library in collaboration with UD.


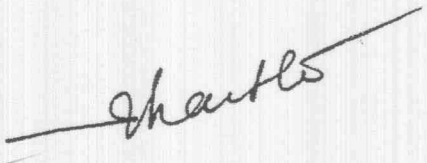
4.2 **Responsibilities of UD:** UD shall work to:

- (a) establish a project team ("**Project Team**") within UD to lead the Project. The names, titles and organizations of Project Team members are intended to become available within 30 days after the signing of this MOU;
- (b) prepare proper infrastructure and human resource for the setting up and operation of the Library;
- (c) pay all costs arising in connection with the importation into and transportation of books inside the United States of America, from the United States of America to Vietnam and within Vietnam (including but not limited to tax and censorship fees if applicable), as well as the operation and maintenance of the Library at UD.

5. **Non-Binding**

The Participants agree that this MOU merely summarizes the broad in-principle understanding between the Participants and it shall not be construed as a legally binding agreement.

In witness whereof the Participants have set their hands on the day and year.

<p><b>Signed by</b> _____ for and on behalf of The University of Da Nang</p>  <p>Name: Dr. Ga V. Bui Title: President of The University of Danang</p>	<p><b>Signed by</b> _____ for and on behalf of the Vietnamese Education Foundation Fellows Association</p>  <p>Name: Dr. Ha T. Nguyen Title: President of VEFFA</p>
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