

DATED THE FOURTH DAY OF OCTOBER 2007

Between

The Graduate School at the Hanoi University of Technology

and

The Vietnam Education Foundation Fellows Association

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

THIS MEMORANDUM OF UNDERSTANDING is made on 04 October 2007

BETWEEN:

- (1) The Graduate School at the Hanoi University of Technology ("**HUT**"), the division responsible for graduate education and training at the HUT and having its office at [No. 1 Dai Co Viet Street, Hanoi, Vietnam] "**GS-HUT**";
- (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 GS-HUT 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 upon the execution of a formal collaboration agreement between the Participants in relation to the Project (as defined in Clause 2 below).

2. **The Proposed Establishment of the LIBRARY:**

- 2.1 Subject to the approval of all relevant governmental and regulatory, and subject to the availability of funds, the Participants propose to establish a library at GS-HUT (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 launch the Library by January 2, 2008;
- 2.3 The library shall be named HUT-VEFFA Library; located in graduate section of the Ta Quang Buu Library (part of Library and Information Network Center, HUT).

- 2.4 The collection of the HUT - VEFFA Library will serve all communities in the following order of priority:
- (a) HUT students, lectures, and researchers;
 - (b) VEF fellows; and
 - (c) general public from other universities, institutions (after having registered at Ta Quang Buu Library).
- 2.5 For the purpose of resource management, HUT-VEFFA Library is supervised by Ta Quang Buu Library. Ta Quang Buu Library carries out annual survey on effectiveness of resources usage, condition of books and other materials to report to GS-HUT and VEFFA.
- 2.6 The ownership of the books in collection is in one of two types:
- (a) HUT 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 HUT-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 GS-HUT shall be the co-founders of HUT-VEFFA Library;
- 3.2 Both participants shall work closely together to make the Project a success; and
- 3.2 Ta Quang Buu 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 GS-HUT: GS-HUT shall work with Ta Quang Buu Library to:
- (a) establish a project team ("**Project Team**") within HUT 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 for the setting up and operation of the Library;
 - (c) select and designate appropriate staff and facilities, including but not limited to librarians, library space and reading room, for the Project; and
 - (d) pay all costs arising in connection with the importation into and transportation of books within Vietnam (including but not limited to tax and censorship fees if applicable), as well as the operation and maintenance of the Library at HUT.

4.2 Responsibilities of VEFFA: VEFFA shall:

- (a) obtain books through donations and/or purchase outside Vietnam and deliver the books to the Library;
- (b) pay all expenses in connection with the obtaining of books, including costs of shipping the books to a convenient port in Vietnam or to the Ta Quang Buu Library directly (as the case may be); and
- (c) develop and promote Library in collaboration with GS-HUT.

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.

Sign by

for an on behalf of Graduate School
Hanoi University of Technology

Sign by

for and on behalf of the Vietnamese Education
Foundation Fellows Association



Name: Dr. Thuy T. Nguyen

Title: Dean of Graduate School



Name: Dr. Lam K. Huynh

Title: President of VEFFA