

**AGREEMENT ON THE ESTABLISHMENT OF THE POLISH-VIETNAMESE
TROPICAL RESEARCH CENTRE IN HA NOI, VIET NAM**

BETWEEN

UNIVERSITY OF WARSAW, REPUBLIC OF POLAND

AND

**VIET NAM INSTITUTE OF GEOSCIENCES AND MINERAL RESOURCES,
MINISTRY OF NATURAL RESOURCES AND ENVIRONMENT,
THE SOCIALIST REPUBLIC OF VIET NAM**

This Agreement (hereinafter referred to as the “**Agreement**”) is entered into between:

Viet Nam Institute of Geosciences and Mineral Resources, headquartered at 67 Chien Thang Street, Van Quan Ward, Ha Dong, Ha Noi, the Socialist Republic of Viet Nam, hereinafter referred to as “**VIGMR**”, represented by Dr. Trinh Hai Son - Director

and

University of Warsaw, headquartered at Krakowskie Przedmieście 26/28, 00-927 Warsaw, Republic of Poland, hereinafter referred to as “**UW**”, represented by Prof. Alojzy Z. Nowak - Rector.

Respecting the rules and regulations of each country, VIGMR and UW (hereinafter individually also referred to as the “**Party**” and collectively referred to as the “**Parties**”) enter into this Agreement to establish the Polish-Vietnamese Tropical Research Centre based at the Institute of Geosciences and Mineral Resources, 67 Chien Thang Street, Van Quan Ward, Ha Dong, Ha Noi, Viet Nam (hereinafter referred to as the “**P-V TRC**”), on the basis of the Memorandum of Understanding signed by VIGMR on 29 June 2023 and countersigned by UW on 11 July 2023 (hereinafter referred to as the “**MoU**”).

Article 1: Objectives of the establishment of the P-V TRC

The main objective of the establishment of the P-V TRC is to create opportunities for research and joint cooperation between Polish and Vietnamese scientists in the field of Earth Sciences, Natural Sciences, Social Sciences and Humanities, especially Geology, Environmental Studies, Biology, Archaeology and Protection of Cultural Heritage, etc. The basic objectives of the P-V TRC include:

- 1) Further strengthening the long-standing tradition of scientific cooperation between Poland and Viet Nam, especially in research related to the natural resources and environment of Viet Nam;
- 2) Providing a solid organizational basis for activities aimed at streamlining the use of natural resources and preventing unwanted environmental changes in fast-growing economies, with a particular focus on Viet Nam;
- 3) Serving as a training and research centre for the Polish and Vietnamese academic communities on natural resources and environment;
Providing opportunities to further enhance student and scientist exchanges.

Article 2: Main research areas of the P-V TRC

The main research areas of the P-V TRC are:

- 1) Documented climate change processes in the biological and geological environment;
- 2) Human responses to climate and environmental changes in the long-term vision;
- 3) Biological conservation with special attention to biodiversity and ecological research as well as environmental risk assessments both at biological and geological scales;
- 4) Sustainable development and use of coastal areas, paying special attention to the geological exploitation of the continental shelf and coastal and marine resources;
- 5) Palaeontology and geologic age determination of rock formations in Viet Nam based on fossils as well as improvement of inference methods of ancient sedimentary processes, geomorphological processes by studying their recent analogies;
- 6) Archaeological research focusing on Viet Nam's past cultures in the broad context of regional archaeology in Asia and the Pacific;
- 7) Preservation and protection of cultural heritage;
- 8) Plastic waste pollution;
- 9) Monitoring of marine biodiversity and environment (including periodic and automatic monitoring);
- 10) Exploration and research critical raw materials - rare earth elements.

In addition to the above-mentioned areas, it is possible to conduct research activities in other thematic areas.

Article 3: Headquarters and management of the P-V TRC

The headquarters of the P-V TRC will be located in the building of the VIGMR, located at 67 Chien Thang Street, Van Quan Ward, Ha Dong, Ha Noi. The management of the P-V TRC's scientific operations will be carried out by relevant VIGMR and UW units.

Article 4: Financial contributions of the Parties

VIGMR will provide the P-V TRC with office space (two rooms) that will be used for research, including laboratory work, scientific meetings and administrative activities. The maintenance

Article 8: Dispute settlement

Any dispute between the Parties arising in the interpretation and application of this Agreement shall be resolved through direct negotiation and consultation between the Parties.

Article 9: Validity, amendment and termination

This Agreement is concluded upon signature by the Parties and expires upon expiry of the MoU.

This Agreement may be amended upon a written consent of both Parties, in form of an annex.

This Agreement may be terminated at any time by either Party upon six (6) months' advance notice to the other Party.

In the event of termination or expiry of this Agreement, all ongoing programmes and/or projects will be implemented as planned unless otherwise agreed between the Parties.

Article 10: Personal data

The Parties declare that they are aware of the legal provisions on data protection, including in particular the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1, as amended), hereinafter referred to as "GDPR", and the Act of 10 May 2018 on the protection of personal data.

The Parties, as controllers within the meaning of Article 4(7) of the GDPR, share with each other the personal data (business data) of the Parties / the representatives of the Parties, and persons participating in the performance of the Agreement on the basis of concluded employment contracts or civil law contracts, the processing of which is necessary for the purposes of the legitimate interests of the controller, i.e. the conclusion and performance of the Agreement in question, pursuant to Article 6(1)(b) or (f) of the GDPR.

The Parties declare that they have communicated to the persons referred to above the information set out respectively in Articles 13 and 14 of the GDPR, therefore, on the basis of Articles 13(4) and 14(5)(a) of the RODO, release each other from their information obligations towards these persons.

Furthermore, UW informs that the electronic version of the information concerning the processing of personal data by UW, and provided to VIGMR, is also available at the following webpage: <https://odo.uw.edu.pl/obowiazek-informacyjny/>

of the rooms (including electricity, water, internet costs, etc.) will be covered by VIGMR. UW will provide basic office equipment depending on the possibilities and availability of funds. Other equipment, including dedicated lab equipment, will be provided by UW based on relevant grants. The annual maintenance cost of the equipment provided by UW will be covered by UW.

Article 5: Procedures for individual projects

Individual research projects undertaken within the P-V TRC shall be organised based on individual project or programme arrangement between the Parties.

The project or program arrangement made pursuant to this Agreement, including, if necessary, details of financial arrangements, allocation and protection of intellectual property rights, and general terms and conditions, shall be confirmed in writing and established between the Parties prior to the commencement of the project or programme.

The project or program arrangement will include specific work plans related to staffing requirements, cost estimates, funding sources, and other commitments, obligations or conditions not contained in this Agreement.

If there is any conflict between this Agreement and project or program arrangement, the terms of the latter shall prevail.

Article 6: Right to information, data and innovation

All scientific, technical and development information and data used or derived from work carried out in the scientific activities of the P-V TRC or any project or program arrangement hereunder shall be freely exchanged between the Parties except for information and data that the Parties determine to be protected under law and domestic regulations of their respective countries, or sensitive information or data being of a proprietary nature.

Either Party may, after consultation with the other Party, at its discretion and in accordance with its national law, determine information and data to be exchanged. Each Party shall respect and acknowledge the other Party's copyright in information and data.

Article 7: Evaluation of activities

Except for specific projects or programmes excluded by mutual Agreement, each Party has the right to review activities undertaken under this Agreement. Each Party agrees to notify the other of the results of any assessment of its activities.

Any intention by that Party to substantially modify or discontinue a project or programme shall be subject to consultation with the other Party.

IN WITNESS WHEREOF, this Agreement has been duly signed in two copies in English (one copy for each Party).

On behalf of VIGMR 



Name : Dr. Trinh Hai Son

Title : Director

Place : Ha Noi, Viet Nam

Date: 7th August 2024

On behalf of UW



Name : Prof. Alojzy Nowak 

Title : Rector

Place : Warsaw, Poland

Date: 26/8/24



