

MEMORANDUM OF UNDERSTANDING  
ON GENERAL COOPERATION

Between

THE NATIONAL FOUNDATION FOR SCIENCE AND TECHNOLOGY  
DEVELOPMENT OF S.R VIETNAM

And

THE RESEARCH COUNCILS OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND

This Memorandum of Understanding is made between the following parties:

1. The National Foundation for Science and Technology Development of S.R Vietnam (the 'NAFOSTED')

AND

2. The Arts and Humanities Research Council ('the AHRC')
3. The Biotechnology and Biological Sciences Research Council ('the BBSRC')
4. The Economic and Social Research Council ('the ESRC')
5. The Engineering and Physical Sciences Research Council ('the EPSRC')
6. The Medical Research Council ('the MRC')
7. The Natural Environment Research Council ('NERC')
8. The Science and Technology Facilities Council ('the STFC')

with these seven UK Parties being collectively referred to herein as 'the RCUK',

(Collectively referred as 'the Parties')

**Whereas**

- A. The NAFOSTED and the RCUK are all charged with fostering and supporting academic research within their own communities in their respective countries. The Parties also recognise that the very best research in all countries may be delivered by working with the best researchers internationally.
- B. Vietnam is one of five Southeast Asian partner countries of the Newton Fund which aims to develop science and innovation partnerships that promote the economic development and welfare of developing countries.
- C. To this end the Parties welcome, encourage and support applications that may cut across their national boundaries and involve international, both bilateral and multilateral collaborative teams. The Parties also welcome both single-disciplinary and cross-disciplinary applications.

**The Parties Hereby Agree as Follows:**

**GRANTS**

1. In the first joint call, the Parties shall jointly support agreed joint projects for up to three (3) years, with each Party providing financial support for its own researchers, according to its internal policies.
2. It is envisaged that in the first joint call, the RCUK shall provide up to GBP 2,000,000 while the NAFOSTED shall provide up to GBP 550,000 (equivalent to approximately VND 17,600,000,000) in total to support up to 8 joint projects selected through a joint assessment process for the call. Budget for each call from future calls shall be negotiated and decided prior to the respective call by the Parties.
3. The NAFOSTED and the RCUK shall manage the grant monies, in accordance with the individual agency's policies and guidelines.
4. These joint projects may be situated in any scientific domain covered by both NAFOSTED and RCUK and acceptable under the framework of the Newton Fund Vietnam.

**EXECUTION OF JOINT CALLS FOR PROPOSALS**

5. The opening and closing dates of the call(s) for proposals will be jointly determined by NAFOSTED and RCUK and other funding agencies if any.
6. The call text will be made available through the websites of NAFOSTED and the RCUK.
7. Eligibility of the proposals:

The broad framework for the collaborative mechanism (to be supplemented by more detailed guidance to applicants) will be as follows:

- a) Bilateral applications must consist of Principal Investigators from both the UK and Vietnam. Each application should be identified clearly as a collaborative proposal under the UK - Vietnam Research MoU, in accordance with specific guidance from NAFOSTED and the RCUK.
- b) Applicants from Vietnam and from the UK must satisfy the eligibility criteria of the relevant NAFOSTED and RCUK respectively.
- c) Applications must be submitted in English directly to RCUK by the UK-based applicants on behalf of the bilateral or multilateral research team.
- d) Applications should be submitted on the official application material of RCUK according to the applicable rules and closing dates.

RCUK will share the applications with NAFOSTED. NAFOSTED will provide RCUK with any appropriate and additional forms needed for their funding.

- e) Applications shall clearly differentiate the costs to be incurred by teams based in the UK and in Vietnam.
  - f) Costs to be incurred by applicants based in the UK and costs to be incurred in Vietnam must be compatible with existing financial practices pertinent to the NAFOSTED and the RCUK respectively.
  - g) Award holders from the UK and from Vietnam will be subject respectively to the Terms and Conditions of the NAFOSTED and the RCUK. In this regard, each Vietnamese award holder must additionally submit a hard-copy of the application documents in the Vietnamese language to NAFOSTED.
  - h) In the event of a multilateral joint call, the eligibility of a joint proposal is subject additionally to the partner funding agencies in the third countries.
8. A guidance to applicants, including on issues such as Intellectual Property, will be developed by NAFOSTED and the RCUK.

#### **ASSESSMENTS: PEER REVIEW AND JOINT PANEL**

9. After the deadline, the NAFOSTED and the RCUK will share information to check whether the proposals have been submitted correctly according to guidelines of the call for researchers in the UK and Vietnam, and meet eligibility requirements of the respective funders. If a proposal is submitted after the deadline, it is de facto ineligible. For the purposes of implementing this MOU, the Parties shall establish a Joint Panel comprising of scientific experts with every effort made to have equal representation of all countries involved and chosen by the Parties. Members of the Joint Panel must be working in relevant research fields and will be selected according to regulations of the Parties.
10. Each Party will select up a minimum of two peer reviewers for each project proposal. The NAFOSTED will recommend the reviewers to the RCUK while the RCUK will be responsible for coordinating and contacting all reviewers including at least one reviewer suggested by NAFOSTED for each proposal. The reviews in English language must be sent to the RCUK before the date of the Panel meeting. At the meeting, the Panel members will discuss and evaluate the project proposals, taking into account the evaluation of selected peer reviewers.
11. The Joint Panel shall meet in Vietnam or in the UK or in a third country to hold discussions relating to the assessment and the recommendation of proposals for funding at a date jointly agreed by Parties. Wherever possible, meetings should be conducted via teleconference or video-conference. Each Party shall bear its own costs incurred in attending or hosting the meetings.
12. The Parties shall establish its own procedures for its meetings and decision making, compatible with the Parties' respective rules and regulations.

It is intended that the outcome of the Panel meeting is a ranked list of proposals divided into three groups:

- Group A: Proposals to be funded with the highest priority, to the extent that the budget allows for it;
- Group B: Proposals to be funded if the budget is available ("reserve list");
- Group C: Proposals not to be funded deemed to be of insufficient quality or not corresponding to the objectives of the bilateral/multilateral scientific cooperation mechanism; not to be funded.

In each group, the proposals will be ranked in decreasing order of priority.

### **FINAL DECISIONS**

13. The NAFOSTED and the RCUK managers will discuss and decide on the final list of funded projects based on the ranked list of proposals and budget availability.
14. Following the Commissioning Panel, RCUK will take the lead in notifying the UK-based applicants of decisions, in consultation with the NAFOSTED. Agreement will be sought between the funders regarding whether feedback from the panel and peer reviewers will be sent back to applicants for information.
15. The funders will then proceed to fund their components of successful applications, in accordance with their normal funding procedures. The funders will discuss timescales for these processes to agree a realistic timetable, as well as start dates for the successful grants.

### **TERMS AND NATURE OF MOU**

16. This MOU is not a funding document and all funding is subject to the availability of appropriated funds.
17. This MOU shall come into effect on the date first above written, and shall carry on in force till the end of 2020 (unless renewed by agreement between the parties).
18. This MOU may thereafter be extended or modified on terms and conditions to be discussed and agreed in writing and signed by each Party's duly authorised representative.
19. This MOU may be terminated by any Party giving six months in advance written notice.
20. The termination of this MOU shall not affect the continuation of research projects initiated under it and not fully executed at the time of the termination of this MOU. Both Parties will provide, in their budgets, funds for the full completion of the projects not totally concluded.
21. Cooperation under this MOU shall at all times be subject to the applicable national laws and regulations of the Parties, the regulations of international organisations that the Parties are members of, as well as to the availability of personnel and appropriate financial resources.

22. Nothing in this MOU shall affect the rights and obligations of the Parties arising from their other bilateral and multilateral agreements.
23. Each party is responsible for their own personnel's wages, salaries and other entitlements and must comply with all statutory and employment requirements
24. This MOU is a non-binding statement of intent only and is neither intended to be nor should it be construed as a legally binding arrangement. However, the Parties agree to enter into this MOU in good faith and with the intention of fulfilling all the obligations set out in it.
25. The Parties agree to seek opportunities to undertake staff capacity building for the NAFOSTED and two-way exchange activities aimed at enhancing mutual understanding and benefits.
26. Any differences or disputes concerning the interpretation or application of this MOU shall be settled by consultation and amicable discussion between the Parties, failing which such difference or dispute shall be referred to the Executive Director of the NAFOSTED and the Chair of Executive Group of RCUK.

Date .....

Signed

17/6/2016

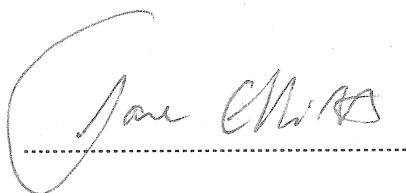
7/6/2016



Dr Do Tien Dzung

Director

For the National Foundation for Science and  
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Professor Jane Elliott

Chair, Research Councils UK Executive Group  
and Chief Executive of the Economic & Social  
Research Council

For and on behalf of:

The Arts & Humanities Research Council  
The Biotechnology & Biological Sciences  
Research Council  
The Engineering & Physical Sciences Research  
Council  
The Economic & Social Research Council  
The Medical Research Council  
The Natural Environment Research Council  
The Science & Technology Facilities Council

## **Annex 1: Cost division between funding agencies**

The bilateral projects are funded by NAFOSTED and RCUK.

The Vietnamese budget should primarily be used for one or more of the following cost categories:

- scientific staff
- equipment
- to cover expenses for material and consumables
- other expenses (subject to NAFOSTED's funding regulation)

Vietnamese project budgets will be subject to standard NAFOSTED grant funding regulations.

The UK part of the project budget can only be used for one or more of the following cost categories:

- scientific staff
- equipment (subject to rules of the scheme, to be outlined in the call guidance).
- to cover production costs of joint publications;
- to cover expenses for material and consumables.

UK project budgets will be subject to standard RCUK grant funding regulations.

With regard travel and subsistence, the overall principle is that the country sending a researcher will pay for the airfare and insurance while the country hosting will pay for accommodation, meals, subsistence and local travel. This is open to the applicants to propose a clear explanation should they wish to apply a different cost sharing model.