

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**INSTITUTE OF MATHEMATICS, VIETNAM ACADEMY OF SCIENCE AND TECHNOLOGY**  
**and**  
**NATIONAL RESEARCH UNIVERSITY HIGHER SCHOOL OF ECONOMICS**

On the basis of functions, duties and competences of each Party; in accordance with respective national laws of the two Countries and in compliance with international treaties/agreements to which Vietnam or Russia is a party, this Memorandum of Understanding (hereinafter the «Memorandum») establishes relations between Institute of Mathematics, Vietnam Academy of Science and Technology, Socialist Republic of Vietnam (hereinafter “Institute of Mathematics, VAST”), represented by Director Doan Thai Son, acting on the basis of Decision on the appointment of director of the Institute of Mathematics No. 1234/QD-VHL, dated 26.06.2023, and National Research University Higher School of Economics, Russian Federation (hereinafter “HSE University”), represented by Vice Rector Victoria Panova, acting on the basis of Power of Attorney No. 6.13-08.1/211022-1, dated 21.10.2022, collectively referred to as the “Parties”, and individually as a “Party”.

### **1. SUBJECT OF THE MEMORANDUM**

The Parties have entered into this Memorandum with the aim of establishing and developing academic cooperation there between.

### **2. TERMS AND DEFINITIONS FOR THE PURPOSES OF ACADEMIC COOPERATION**

2.1. **Intellectual property** refers to works of science, literature and art, software, databases, inventions, utility models, industrial designs, production secrets (know-how), tradenames, commercial designations, and trademarks, as well as other items recognized as intellectual property as per the respective national legislation of the Parties.

2.2. **Intellectual property rights** refer to the rights allowing their owners to use the intellectual property rights at their own discretion.

2.3. **Confidential Information** includes any information, for which confidentiality has been directly indicated by one of the Parties (the owner) in writing as “Confidential”.

Confidential information does not include information that was universally available at the time of its disclosure or receipt, or becomes universally available during the period of its execution.

2.4. **A third party or third parties** refer to any individuals or legal entities, organizations, public authorities or state bodies, local self-government bodies, and international organizations that are not Parties to this Memorandum.

2.5. **Joint research projects** refer to academic research carried out with the financial support provided hereunder by one and/or both Parties as part of academic cooperation in areas of mutual interest.

2.6. **Research publications** refer to peer-reviewed and non-peer-reviewed research publications, including journal articles, conference reports, articles (chapters) in collections (books), monographs, and preprints, as well as other academic works.

### **3. AREAS OF ACADEMIC COOPERATION**

3.1. The Parties may cooperate in the following areas:

- joint research projects;
- sharing scientific research information and publications;
- joint research projects in identified fields of mutual interest;
- exchange of experience among researchers, academic staff and PhD students, e.g., through mobility;
- organizing joint research events (e.g., conferences, symposia, workshops, etc.), as well as meetings and research seminars, etc.;
- writing up and releasing joint publications, based on the results of academic research projects and events;
- setting up commissions/committees, groups and other teams of experts;
- developing and promoting joint research strategies, policies and programmes.



This list is not exclusive and may include other areas of academic collaboration, which may appear in the future.

3.2. Any specific partnership project, event or programme under any specific area of academic cooperation is subject to the availability of funds and the mutual consent of the Parties. The timeframe for such academic cooperation will be discussed and agreed upon in writing by both Parties via signing of respective contracts and/or memoranda prior to the start date of any particular project, event or programme.

3.3. The Parties to this Memorandum will strive to secure financial support from relevant organizations in both countries, including public authorities, entities of any legal form, or individuals for relevant cooperative actions within respective areas of collaboration, while also assisting each other as deemed appropriate when drawing up applications for project funding.

3.4. Third parties may be involved by the Parties in the activities hereunder after consultations with the other Party.

3.5. The Parties may grant access to information considered necessary for implementing the provisions of this Memorandum.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

4.1. An exclusive right to intellectual property created by a Party prior to the conclusion of this Memorandum, or during the validity of this Memorandum, but without the involvement of the other Party, will be vested with the Party whose activities generated said property. Each Party may acquire the rights to use intellectual property, which is owned by the other Party, as per separate memoranda and contracts.

4.2. An exclusive right to intellectual property created jointly by the Parties during the activities listed in clause 3.1 hereof will be vested with both Parties. In turn, the Parties will exercise exclusive rights to the intellectual property as per separate memoranda, including the individual terms and conditions thereof, if such intellectual property rights are jointly owned by the Parties.

4.3. Should either Party lose interest in maintaining legal protection, it will notify the other Party and take the necessary steps to transfer its exclusive right to the other Party, in full and free of charge.

4.4. Intellectual property, the exclusive right owned by both Parties jointly, may be used by either Party at their own discretion.

4.5. If a Party involves third parties in the activities listed in clause 3.1 hereof, this Party will directly settle with such third parties any matters regarding the exclusive right to protectable intellectual property created by third parties.

4.6. Each Party may use the name and trademarks (logos) of the other Party solely to signal their cooperation hereunder.

#### **5. CONFIDENTIALITY**

5.1. The Parties must maintain information confidentiality. The obligations pertaining to the confidentiality of information will remain binding for a period of 5 (five) years after this Memorandum comes into effect.

5.2. Each Party will take reasonable steps to protect confidential information, treating it with the same due care as it would with its own confidential information.

5.3. Each Party may grant access to, transfer or disclose confidential information only with the prior consent of the other Party, unless such information is being accessed and disclosed for this Memorandum's purposes.

5.4. Confidential information may be disclosed to third parties pursuant to the local legislation applicable to the Parties or following the request of respective official authorities.

#### **6. PERSONAL DATA**

6.1. Both Parties hereby guarantee that they will request and process personal data (hereinafter "PD"), including PD transmitted verbally, only to the extent considered necessary for properly exercising the provisions of this Memorandum and as per applicable laws. The Parties hereby agree that any failure to provide necessary PD can make it partially or completely impossible to fulfil the terms and conditions under this Memorandum.

Only data that has undergone anonymization can be processed for statistical purposes and consequently disclosed to the public authorities and individuals in those cases as established by relevant laws. Anonymization implies the modification of personal data whereby the details of personal or factual

circumstances can no longer be assigned to a specific or identifiable natural person, or only with the expenditure of time, costs and work force disproportionate to the results.

6.2. The Parties will inform each other about contact persons in regards to processing of personal data, e.g., telephone numbers and e-mail addresses of such persons. The terms for PD processing are specified in the Annex hereto.

## 7. FINAL PROVISIONS

7.1. The Parties will consider this Memorandum to be a declaration of intent, rather than a legally or financially binding document on joint activities. They also proceed from the fact that nothing herein, therefore, can diminish the full authority and rights of either Party. In all cases, this Memorandum is only applicable whereby it does not contradict the respective national legislation of either Party.

7.2. This Memorandum will come in effect after the most recent date of signing by authorized representatives of the Parties and remain in force for a period of three (3) years as of its latest signing.

7.3. The Memorandum can be renewed for a new term after its expiration date by signing a new written memorandum. Amendments to the cooperation programme should be implemented through written addendums, agreed upon by both Parties.

7.4. Either Party may terminate this Memorandum by giving a written notice to the other Party at least 6 (six) months prior to the termination date. Furthermore, this Memorandum may only be amended through the written consent of both Parties.

7.5. This Memorandum has been drawn up in English language in two (2) copies of equal legal power, with one (1) copy for each Party.

### Signatures of the Parties


**INSTITUTE OF MATHEMATICS,  
VIETNAM ACADEMY OF SCIENCE AND  
TECHNOLOGY**

Registered address:  
A5 Building, 18, Hoang Quoc Viet, 10072 Hanoi,  
Viet Nam

  
Doan Thai Son, Director  
Date 19/6/2024

**NATIONAL RESEARCH UNIVERSITY  
HIGHER SCHOOL OF ECONOMICS**

Registered address:  
20 Myasnitskaya Ulitsa, 101000 Moscow,  
Russian Federation

  
Victoria Panova, Vice Rector  
Date 19/6/2024



**ANNEX:  
PERSONAL DATA PROCESSING**

1. Pursuant to clause. 6.2 of the Memorandum, the Parties have hereby established the terms for the processing of personal data (hereafter “PD”).
2. Each Party undertakes the following measures:
  - Assess PD security threats and undertake appropriate protection measures at the organization’s level. Such measures include the establishment of procedures for the provision of access to PD (i.e., access will be granted only to persons who require it for exercising their employment duties) and a security system on the premises where the PD processing information systems are located. This security system will prevent any unauthorized persons from uncontrolled entry or presence on the respective premises.
  - Utilize information security tools that have been duly approved as per the procedures established by the national legislation.
  - Terminate the processing of PD after achieving its purposes or upon the withdrawal of consent of the PD subject, if the necessity for further PD processing does not arise from the Memorandum or the requirements of the national legislation.
3. The PD policy of Institute of Mathematics, Vietnam Academy of Science and Technology is governed by the legislation of the Vietnam as specified in paragraph 4 of this Annex. HSE University’s policy with respect to PD processing (i.e., Regulations on Personal Data Processing at HSE University) is available on HSE University’s website (portal) at: <https://www.hse.ru/docs/206426922.html>.
4. The legal regulation of PD protection in the territory of the Vietnam is carried out in accordance with Decree No. 13/2023/ND on the Protection of Personal Data, dated 17.04.2023. The Ministry of Public Security's Department of Cybersecurity and High-Tech Crime Prevention and Control is responsible for PD protection in the territory of Vietnam.  
The legal regulation of PD protection in the Russian Federation is carried out in accordance with Federal Law No. 152-FZ “On Personal Data”, dated July 27, 2006. The Federal Service for Supervision of Communications, Information Technology and Mass Media (Roskomnadzor) is the official authority responsible for the protection of PD in the Russian.

**Signatures of the Parties**

**INSTITUTE OF MATHEMATICS,  
VIETNAM ACADEMY OF SCIENCE AND  
TECHNOLOGY**

Registered address:  
A5 Building, 18 Hoang Quoc Viet, 10072 Hanoi,  
Viet Nam

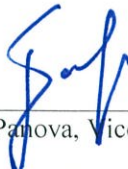


Doan Thai Son, Director

Date 19/6/2024

**NATIONAL RESEARCH UNIVERSITY  
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Registered address:  
20 Myasnitskaya Ulitsa, 101000 Moscow,  
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Victoria Panova, Vice Rector

Date 19/6/2024