



## MEMORANDUM OF AGREEMENT

Between

Nha Trang University, Vietnam

and

International Center for Living Aquatic Resources Management  
(ICLARM)  
also known as  
WorldFish  
Los Baños, Philippines

	DATE
1. First Meeting	01 January 2015
2. Second Meeting	01 April 2015
3. Third Meeting	01 July 2015
4. Fourth Meeting	01 October 2015
5. Fifth Meeting	01 January 2016

This MEMORANDUM OF AGREEMENT (MOA) is made on **01 October 2014** between:

- (1) **International Centre for Living Aquatic Resource Management (ICLARM)**, also known as and hereinafter referred to as **"WorldFish"**, and
- (2) **Nha Trang University**, hereinafter referred to as the **"Partner"**

WorldFish and Nha Trang University are hereinafter collectively referred to as the **"Parties"** and may be individually referred to as the **"Party"**.

#### **PREAMBLE**

WorldFish, through its Economy and Environment Program for Southeast Asia (EEPSEA), has approved a grant to enable the undertaking of the research project **"Ecotourism: Good for Biodiversity Conservation and Community Economic Well-being? An analysis of Nha Trang Bay Marine Protected Area in Viet Nam"** which is to identify if there is any linkage between ecotourism and biodiversity and economic well-being of the community.

This MOA is supplementary to any Memorandum of Understanding (MOU) that may exist between the Parties and Articles I to III of the MOU also apply to this MOA.

#### **ARTICLE I – OBJECTIVES**

The purpose of this MOA is to achieve the following objectives:

- To assess if there is a linkage between ecotourism and biodiversity in Nha Trang Bay MPA;
- To assess if there is a linkage between ecotourism and economic well-being of the community in Nha Trang Bay MPA; and
- To assess if there are other angles impact biodiversity in Nha Trang Bay MPA .

#### **ARTICLE II -- TERMS OF REFERENCE**

As per agreement between WorldFish and the Partner, the Partner will provide the following deliverables:

	<b>MILESTONE</b>	<b>DUE DATE</b>
1	First Interim Progress Report	01 January 2015
2	Second Interim Progress Report	01 April 2015
3	Third Interim Progress Report	01 July 2015
3	Draft Research Papers and Draft Final Financial Report	01 September 2015
4	Final Research Papers and Final Financial Report	01 October 2015

① The **first interim progress report** must contain sufficient information detailing on secondary data collection from various possible sources and the result from pre-testing the questionnaire.

② The **second interim report** must contain sufficient information detailing on field survey.

③ The **third interim report** must contain sufficient information detailing on data analysis and findings.

④ Several **research papers** could be produced from the project. At the minimum, WorldFish expects two papers:

- a) **Policy paper**, a summary paper of 20-30 single-spaced pages that addresses the environmental issue and/or policy question as indicated in the research proposal. It should discuss the issue, research question, methodology, findings, and policy recommendations.
- b) **Journal paper**, a scholarly article of 20-25 single-spaced pages based on the research project and intended for publication in a scientific journal. The article should address an important methodological issue(s) or contribute to the field of environmental economics. The format of the article should follow the recommended format of the journal wherein the Partner plans to submit it to.

If additional data need to be collected/analyzed, this must be reflected in the portion where those data/analyses will be presented.

⑤ The **draft final financial report** accounting for the expenses to date shall be prepared in a form similar to that of the Project Budget (Annex B), including details of expenses per line item. To secure the remaining 20% of the Project budget, all remaining projected expenses (e.g., salaries) must be included in the report.

⑥ The **final research report** must include a draft final report that integrates all the necessary comments into consideration (if any). It is a requirement also to submit the data and code used for empirical analysis.

⑦ The **final financial report** shall be duly signed by the Partner and certified by the financial officer/external auditor. The report will include:

- a) A certification, in the working currency of the Partner, of the amount of WorldFish grant funds expended and accrued on the Project to the report date;
- b) A certification of the amount received in the working currency after the actual bank conversion of the WorldFish payment;
- c) A certification of the amount of interest earned while grant funds are in deposit at the Partner's bank, whether in a separate Project account, or in a general account, which shall be fully credited by the Partner to the Project and reported as earnings on the Project financial report, in the working currency; and
- d) Other amounts received and against which the WorldFish grant is conditional as per Annex B.

All reports and papers are to be prepared by the Partner as deemed acceptable by Dr. Herminia Francisco, EEPSEA Program Director and Dr. Pham Khanh Nam, EEPSEA Deputy Director for Research. The amount of the final payment indicated here is based upon the forecast of the initial grant budget. The actual amount will be such that the net grant amount administered by the Partner will not be exceeded – this is determined on

the basis of the total amount awarded to the Partner in Article 4, less the amount administered by WorldFish as per Annex B of this Agreement.

### ARTICLE III – DURATION

The project duration is **12 months** starting **01 October 2014 to 01 October 2015** unless otherwise revised under common agreement between WorldFish and the Partner.

### ARTICLE IV – CONTRACTUAL SUM

WorldFish, subject to funds received from the donors and upon liquidation from Partners, will pay the Partner a total of no more than **USD 28,000.00** as contractual sum for the activities listed in Article II. No other fees, reimbursements, allowances or benefits will be paid under this agreement other than those specified herein. Payments will be made subject to the following:

MILESTONE	DUE DATE	Payment Amount
Commencement date	01 October 2014	80% of grant amount
First Interim Progress Report	01 January 2015	No Payment
Second Interim Progress Report	01 April 2015	No Payment
Third Interim Progress Report	01 July 2015	No Payment
Draft Research Papers and Draft Final Financial Report	01 September 2015	No Payment
Final Research Papers and Final Financial Report	01 October 2015	20% of grant amount

Any unspent amount of the contractual sum held by the Partner at the completion or sooner termination of the project shall be returned to WorldFish within 30 days after the completion or sooner termination of the project irrespective of a formal demand from WorldFish.

According to the schedule above, all payments by WorldFish-EEPSEA shall be made to the following account:

Account Name:	Nha Trang University
Account no.:	0061000921373
Bank Name:	Joint stock commercial bank for foreign trade of Viet Nam
Bank Branch Address:	No.17 Quang Trung street, Nha Trang City, Khanh Hoa Province, Vietnam
SWIFT Code:	BFTV VNVX

#### **ARTICLE V – INDEMNITY AND LIABILITY**

WorldFish will not assume responsibility for any liability arising from or incidental to the Partner's work specified in Article II herein. The Partner will arrange for his/her own group medical, life, AD&D and professional liability insurance and shall be responsible for any damage, loss, suit, claim and demand whatsoever that may arise from and related to this project. The Partner shall indemnify and keep indemnified at all times WorldFish against such damage, loss, suit, claim and demand. This indemnity shall continue even after the termination of this agreement or after the completion of the project.

#### **ARTICLE VI – POLICIES, PROCEDURES AND GUIDELINES**

The Partner agrees to abide by the Policies and Procedures of the WorldFish that apply to all WorldFish Research Programs.

#### **ARTICLE VII – INTELLECTUAL PROPERTY**

All information, findings, data, results and benefits arising from the project/collaboration shall be treated as, whether or not registered, intellectual property. Intellectual property created in the course of this contract is governed by the attached Annex A and is subject to the Consultative Group of International Agricultural Research (CGIAR) Policy on the Management of Intellectual Assets.

#### **ARTICLE VIII – TIME**

Every effort should be made to ensure that the time-frame laid out herein in Article II is adhered to. Gross disregard of this shall render this Agreement voidable.

#### **ARTICLE IX – AMENDMENTS AND MODIFICATIONS**

This MOA may not be assigned, amended or modified unless mutually agreed upon in writing by the Parties, and the changes shall then form part of this MOA.

#### **ARTICLE X – TERMINATION**

Either party may terminate this MOA by giving 30 days notice in writing to the other party stating the reasons for such termination, after a reasonable effort to salvage it has failed. Upon the expiry of the notice, this MOA shall be terminated and become null and void. However, the affected party is eligible to claim for payment due and payable until and before the date of the termination. The Parties are obliged to submit to WorldFish all reports, data and manuscripts that are relevant to this Agreement before the termination of the MOA.

**ARTICLE XI – CHOICE OF LAW**

Before recourse to legal action, all attempts must be made to settle the dispute amicably by negotiations between the Parties.

The laws of the Philippines shall apply and the Parties herein agree to be bound by the court of competent jurisdiction of the Philippines.


Signed:

**WorldFish**

**The Partner**

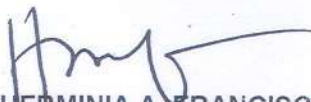


**DR. MARIPAZO PEREZ**  
Regional Director for Asia  
WorldFish



**DR. VU VAN XUNG**  
Rector  
Nha Trang University

Signed in the presence of:



**DR. HERMINIA A. FRANCISCO**  
EEPSEA Program Director



**DR. PHAM THI THANH THUY**  
Nha Trang University

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
Laguna )s.s

BEFORE ME, a Notary Public for and in Los Baños, Laguna, appeared:

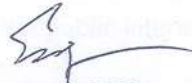
<u>Name</u>	<u>Passport No./CTC No.</u>	<u>Date issued</u>	<u>Place issued</u>
Maripaz Perez	30736402	28 January 2013	Los Baños, Laguna
Vu Van Xung	S1080421	14 September 2010	Ho Chi Minh, Vietnam

both known to me to be the same persons who executed and signed all the pages of the foregoing instrument together with their witnesses. This agreement consists of seven (7) pages including this page where the Acknowledgement is written, and the parties thereto acknowledged to me that the same is their own free and voluntary act and deed and that of the entities, which they respectively represent.

**OCT 21 2014** WITNESS WHEREOF, I have hereto set my hand and seal on this day of \_\_\_\_\_, 2014 at Los Baños, Laguna, Philippines.

**NOTARY PUBLIC:**

Doc. No. 388  
Page No. 19  
Book No. 223  
Series of 2014

  
**ATTY. ELENO O. PERALTA**  
Notary Public Until December 31, 2014  
Nambata City, Los Baños, Bay, Calauan, Laguna  
No. 0132557/01-02-14, Rail No. 33880/May 16, 2014  
JP No. 941576, A.L. No. 02, Not. Reg. No. 04-2011

## Annex A: Intellectual Property

1. "Intellectual property" means information, ideas, inventions, new fish varieties, innovations, art work, designs, literary text and any other matter or thing whatsoever that adds a creation of human intervention, that may be capable of legal protection or the subject of legal rights as granted by national laws: and may include the following items
- patents;
  - information which is of a kind and which has been communicated in such a way as to give rise to a duty of confidentiality (a trade secret or 'know how' are examples of this type of IP);
  - copyright vesting in literary works (including computer programs), dramatic works, musical works, artistic works, films, sound recordings, multimedia works, broadcast, published editions and certain types of performance;
  - registered trademarks;
  - unregistered trademarks used or intended for use in business, plant breeders rights or equivalent;
  - registered designs and designs capable of being registered;
  - new fish varieties and the rights of breeders of such varieties;
  - layout designs of integrated circuits;
  - databases; and other rights resulting from intellectual activity in the industrial, commercial, scientific, literary and artistic fields.

## 2. Intellectual Property Rights

All intellectual property rights arising from the partnership must be treated in the following manner:

- a) If all or a substantive majority of the cost of the collaborative project are borne by WorldFish, then WorldFish reserves the right to own all intellectual property rights resulting from the project but WorldFish may permit the partner to use the information, and vice versa;
- b) If the partner contributes approximately 50% of the cost, the intellectual property rights shall be jointly owned by both Parties. As such, they shall remain publicly accessible and shall be available to the partners of WorldFish and the Partner and to end-users.
- c) Results of the collaborative research will be jointly published in the public interest as mutually agreed upon.

## 3. Intellectual Property Rights Protection

Partners who believe that intellectual property rights protection should be sought by WorldFish in relation to aspects of the collaborative work must discuss this with their WorldFish counterpart.

AGREE:



**PHAM THI THANH THUY**

03/10/2014

Date



## Annex B: Project Budget

Item	Description	Amount in USD
<i>1. Remuneration</i>		10,000.00
	1a. Payment for writing 5 reports: (1) Nha Trang Bay MPA: understanding the context; (2) Literature review on linkages between ecotourism and biodiversity conservation and community economic well-being; (3) Impacts of ecotourism to community economic well-being in Nha Trang Bay MPA: propensity score matching technique; (4) Impacts of ecotourism to biodiversity conservation in Nha Trang Bay MPA: statistical method; (5) How to both safeguard biodiversity and sustain community economic well-being through ecotourism: policy implications;	10,000.00
<i>1. Data Collection and Analysis</i>		8,000.00
	1a. Investigating the study site	1,000.00
	1b. Designing 2 survey forms	500.00
	1c. Questionare interview	3,000.00
	1d. Perdiem for interviewers (covered accomodation/transportation, meals and sundry expenses)	1,000.00
	1e. Collecting second data about study site	500.00
	1f. Import data and do analysis	2,000.00
<i>2. Seminars/ Workshops</i>		4,000.00
	2a. Seminars to receive feedback and advice (invite specialists, researchers, organizations, representatives of the communities...)	4,000.00
<i>3. Dissemination Expenses</i>		3,000.00
	3a. Attend conference(s) to report findings	3,000.00
<i>1. Administrative cost</i>		3,000.00
<b>Total Cost</b>		<b>28,000.00</b>