

**IMRR**  
**INTEGRATED AND SUSTAINABLE WATER**  
**MANAGEMENT OF RED-THAI BINH RIVER SYSTEM IN A**  
**CHANGING CLIMATE**

## Agreement of Co-operation

Between

the Politecnico di Milano (Department of Electronics and Information of Politecnico di Milano) with legal domicile at piazza Leonardo da Vinci 32, 20133 Milano (Italy), and represented in this deed by Prof. Gianantonio Magnani.

on the one hand

and

the Institute of Water Resources Planning (IWRP) under the Ministry of Agriculture and Rural Development (MARD) of the Socialist Republic of Vietnam, represented by Director Dr. Bui Nam Sach

on the other hand,

collectively hereafter referred to as "the Parties";

### Preamble

#### Whereas:

- the project proposal concerning the “Integrated and Sustainable Water Management of Red-Thai Binh River System in a Changing Climate” (hereafter referred as “the Project”), submitted by Politecnico di Milano to the Italian Ministry of Foreign Affairs (hereafter referred as “the Ministry”);
- the approval of the Project from the Ministry;
- this agreement supersedes any other previous agreement between the parties on the subject.
- the Comitato Direzionale per la Cooperazione e lo Sviluppo approved the Project with their resolution n.142 of the 8<sup>th</sup> of November 2010, signed by acceptance by Politecnico di Milano on 21 of October 2011;
- the grant amount defined in the above mentioned resolution is comprehensive of the budget foreseen for both Parties;
- POLIMI agreed with IWRP that the starting date of the Project is the 1<sup>st</sup> of February 2012 and communicated this to the Ministry;
- within one month from the starting date of the Project, as requested by the resolution, POLIMI should provide the Ministry with the General Operational Plan (POG) of the Project, and with an agreement of cooperation signed by both parties (POLIMI and IWRP) regarding the Project management.

Now, therefore, it is hereby agreed as follows:

### Article 1 - Scope of the Agreement

- 1.1 This Collaboration Agreement (hereinafter referred to as “the Agreement”) establishes a framework of collaboration between the Parties for the development of the Project.

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- 1.2 The Parties shall carry out the activities in accordance with the General Operational Plan (POG), reported as Annex 1 of this Agreement.
- 1.3 To this aim, the Parties shall make available their laboratory facilities and appropriate manpower, with suitable qualification for the task.
- 1.4 This Agreement shall be performed in accordance with all its Annexes which shall form an integral part thereof.

## **Article 2 - Conditions of the Collaboration**

- 2.1 The Parties are responsible to cooperate for the Project fulfilment. In particular IWRP is responsible to provide in due time POLIMI with all the deliverables, the project reports, any technical and financial documents required, whose they are responsible for, as specified in the POG (Annex I); whereas POLIMI is responsible to provide the technical support as described in the POG.
- 2.2 Each Party is responsible for its own activities and is financially responsible in the limit of its own project share.

## **Article 3 – Staff exchange**

- 3.1 The exchange of academic staff, experts, research students and/or other personnel can take place upon an official letter of invitation from the Party interested.
- 3.2 Individuals participating in exchanges will undertake joint research and would be encouraged to contribute to know-how transfer and capacity building between the parties.

## **Article 4 - Deliverables and Time Schedule**

- 4.1 The deliverables of the work and the delivery dates are defined in the POG (Annex I).
- 4.2 The execution of the work will be supervised by the Project Board (PB) and the Project Steering Committee (PSC) as defined in the POG. They will ensure the accomplishment of the work at technical level.
- 4.3 The Coordinator of the Project is Prof. Rodolfo Soncini Sessa of Politecnico di Milano
- 4.4 Progress and final reports will be accepted, or rejected by written notification sent by the Coordinator. The Coordinator's acceptance does not imply the approval by the Ministry. In the case the Ministry does not accept some of the reports the parties will have to review the documents in order to fulfil the Ministry's requirements and overcome its criticisms.

## **Article 5 – Management of the Agreement**

- 5.1 Any alteration of the Agreement shall be agreed upon jointly by the two Parties and shall be expressed in writing in the form of an appendix.

#### **Article 6 - Financial Envelope**

- 6.1 The maximum budget allowed by the Project is € 1.592.250,00. The Italian Ministry funds € 1.114.575,00 , POLIMI co-funds within its activity for an amount of € 309.002,00 and IWRP for an amount of €168.673,00. The total budget for IWRP is € 541.000,00 and for POLIMI is € 1.051.250,00.
- 6.2 Three different Periodic Reports will be presented to the Ministry: each one will consist of 2 sections, one on technical matters and one on administrative/financial matters. All the reports need to compare the activities and cost really undertaken with the ones planned in POG (see Annex I). Any relevant change of POG needs to be justified and approved by the Ministry in order to proceed with the payment.
- 6.3 The payment from Ministry to POLIMI will be subdivided in four instalments. A first one (€ 465.003,00) in advance, a second and third ones (respectively of € 314.317,75 and € 223.742,75) at the end of the first and second years, and a final one (€ 111.457,50) at the end of the project. The payments of the second, third and fourth instalments will be undertaken only after the approval by the Ministry of the respective periodic report (see 6.2). The Ministry in order to proceed with the payments requires proving in the financial section of each report by receipts and appropriate documentations to have spent at least 80% of the previous payments, taking into account also of the co-funding of each Party.
- 6.4 The 33,4% of each instalment will be transmitted by POLIMI to IWRP without delay (in a specific bank account provided by IWRP), but (exception made for the first one) only if all documents provided by the IWRP will be judged appropriate and complete by Project Coordinator and will be accepted by Ministry. The payments won't be allowed if the parties do not fulfil all the requirements of the Project Coordinator and/or the Ministry. Starting from the second instalment the Ministry will deduce from each instalment all the expenses of the previous year that will be judged inappropriate or not correctly proved/justified. Accordingly the amount of IWRP expenses not approved by the Ministry will be deduced from the corresponding payment to IWRP. For the sake of completeness Annex II contains the agreement stipulated between the POLIMI and the Ministry (in Italian language).

#### **Article 7 - Intellectual property**

- 7.1 The term "intellectual property" (IP) shall mean all intellectual property including know-how in forms such as drawings, designs, inventions, software programs, reports, processes and protocols and protected by means such as secrecy, patents, copyrights and trademarks.
- 7.2 The disclosure of IP by POLIMI to IWRP shall not create any right for him in respect of that intellectual property, other than a license to use the intellectual property in so far as necessary for the performance of his obligations under the Agreement.

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- 7.3 The disclosure of IP by POLIMI to IWRP is without any warranty, express or implied, by POLIMI and POLIMI accepts no liability in relation thereto. The IWRP shall be solely liable for the use by him of any intellectual property disclosed by POLIMI.
- 7.4 The disclosure of IP by IWRP to POLIMI shall not create any right for him in respect of that intellectual property, other than a license to use the intellectual property in so far as necessary for the performance of his obligations under the Agreement.
- 7.5 The use of IP of IWRP by POLIMI, within the scope of the project is without any warranty, express or implied, by the Party and the Party accepts no liability in relation thereto. POLIMI shall be solely liable for the use by him of any intellectual property disclosed by the IWRP.
- 7.6 Any IP resulting from the execution of the Agreement (the “Results”) shall be owned jointly by the Parties. The Parties shall take measures to adequately protect the Results. Each Party will provide a non-exclusive royalty-free license to the other for the use of IP for internal purposes. In so far as the Results are in the form of software, the Parties endeavour to make them available under Open Source License conditions.
- 7.7 POLIMI and IWRP have the rights to publish jointly or independently all the research results in scientific journals and conferences provided the activities and the roles of the counterparty is recognised and the Direzione Generale per la Cooperazione allo Sviluppo (DGCS) of Italian Ministry of Foreign Affairs is mentioned as the funding source. Since a beforehand communication about each publication is due by POLIMI to the Italian Ministry, IWRP will accordingly send a beforehand communication to POLIMI. Data, documents, studies and results provided by IWRP, which are not bound to confidentiality/secretcy, can be used as materials for the development of PhD and master thesis and research even after the end of the project provided that the source of the information is explicitly quoted. POLIMI cannot be quoted in occasions different from technical-scientific ones and, in any case, with advertising aims.

## **Article 8 - Confidentiality**

- 8.1 Except as expressly authorised by, and subject to any obligations of this Agreement, each Party agrees to keep confidential and not to disclose to any third party any information, document or other material which is communicated to it as confidential or the disclosure of which may be clearly prejudicial to the other Party. Each Party shall limit the circle of recipients of confidential information on a need-to-know basis and shall ensure that the recipients are aware and comply with the obligations as defined in this confidentiality clause.
- 8.2 Notwithstanding the above, a Party is entitled to disclose confidential information which it is required by law to disclose or which, in a lawful manner, it has obtained from a third party without any obligation of confidentiality, or which it has developed independently

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of confidential information, or which has become public knowledge other than as a result of a breach by that Party of its obligations under this confidentiality clause.

#### **Article 9 - Liability**

- 9.1 Neither Party shall be liable, under any circumstances for indirect damages or consequential losses incurred by the other Party.

#### **Article 10 - Governing Law /Dispute Resolution**

- 10.1 In case of dispute this agreement will be governed by Italian Law.
- 10.2 All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

#### **Article 11 - Entry into force and validity**

- 11.1 This Agreement will come into force when it is signed by both Parties and will have a term at the end of the project (see POG in Annex I for further details).
- 11.2 The starting date of planned activities is the same of the starting date of the project: 1<sup>st</sup> of February 2012

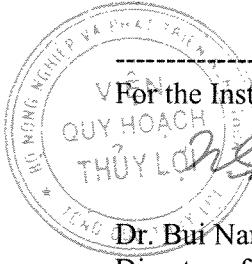
#### **Article 12 – Contact persons**

The persons responsible for the execution of this Agreement shall be:

For the Institute of Water Resources Planning: Dr. Bui Nam Sach

For the Dipartimento di Elettronica e Informazione del Politecnico di Milano: Prof. R. Soncini-Sessa

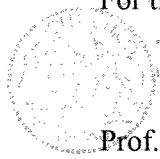
 



For the Institute of Water Resources Planning

Dr. Bui Nam Sach  
Director of IWRP

Hanoi, Date XX 2012, Feb 02



For the Dipartimento di Elettronica e Informazione del Politecnico di Milano

Prof. Gianantonio Magnani

Director of Dipartimento di Elettronica e Informazione, Politecnico di Milano  
Milano, Date XX 2011