



IAEA

Atoms For Peace

الوكالة الدولية للطاقة الذرية

国际原子能机构

International Atomic Energy Agency

Agence internationale de l'énergie atomique

Международное агентство по атомной энергии

Organismo Internacional de Energía Atómica

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IAEA Research Contract No: 22929

Research Contract

This Research Contract is entered into between the International Atomic Energy Agency (hereinafter referred to as the "IAEA"), an intergovernmental organization established by its Statute, whose address is Vienna International Centre, P.O. Box 100, 1400 Vienna, Austria; and the University of Ho Chi Minh City (hereinafter referred to as the "Contractor") whose address is:

University of Ho Chi Minh City
268 Ly Thuong Kiet
District 10
700000 Ho Chi Minh City
Viet Nam.

Hereinafter, the IAEA and the Contractor will also be referred to individually as a "Party" and collectively as the "Parties"

Whereas, the IAEA is authorized under its Statute and the decisions of its competent organs to accelerate and enlarge the contribution of atomic energy to peace, health and prosperity throughout the world, and this mandate includes the encouragement and assistance to research on, and the development of, practical applications of atomic energy for peaceful purposes throughout the world by, inter alia, entering into contracts for research and development;

Whereas the IAEA Coordinated Research Project F33024, entitled 'Isotope Techniques for the Evaluation of Water Sources for Domestic Supply in Urban Areas' has been approved from 12 April 2018 to 11 April 2022;

Whereas the IAEA has approved the Contractor's carrying out the Research Project entitled 'Groundwater Contributions to the Sai Gon River and Implications for the Degradation of Drinking Water Supplies for Ho Chi Minh City, Vietnam' (hereinafter referred to as the "Research Project"), which forms part of the above-mentioned IAEA Coordinated Research Project; and

Whereas, the Contractor is able and willing to carry out the Research Project in cooperation with the IAEA under this Research Contract (hereinafter referred to as the "Contract").

Now, therefore, the Parties hereby agree as follows:

Article 1

Scope of the Research Project

1. The Contractor undertakes to perform the Research Project entitled "Groundwater Contributions to the Sai Gon River and Implications for the Degradation of Drinking Water Supplies for Ho Chi Minh City, Vietnam" which forms a part of the IAEA Coordinated Research Project "F33024", entitled

“Isotope Techniques for the Evaluation of Water Sources for Domestic Supply in Urban Areas” in accordance with the terms and conditions of this Contract.

2. The Chief Scientific Investigator (CSI) shall be Mr Dan Nguyen Phuoc.

3. The programme of work to be performed under this Research Project shall be:

1. Establish sampling sites and routinary monitoring of various water sources.
2. Isotope analyses of water samples from rainfall, river water and groundwater samples at a fortnightly interval.
3. Evaluation and interpretation of collated data. Including data modeling at monthly, seasonal and inter-annual scales. Results will be presented during RCMs and published in international scientific journals.
4. Prepare guidelines on integrating environmental isotopes to assist water managers in the planning, designing and management of freshwater resources for domestic supply in urban environments.

4. The programme of work may be further detailed by exchange of letters between the Parties.

Article 2 Implementation Period

The Contractor shall commence the Research Project on the date of entry into force of this Contract in accordance with Article 19 (“Entry into Force and Duration”) below and shall finalize the Research Project not later than 11 April 2022.

Article 3 Reporting

1. The Contractor shall implement the Research Project in accordance with the quality standards and criteria normally required for carrying out such a research.

2. The Contractor shall provide the IAEA with the following reports concerning the implementation of the Research Project:

a) Progress reports: The Contractor shall send annual progress reports to the IAEA. The first progress report shall be sent to the IAEA not later than twelve (12) months after entry into force of this Contract pursuant to Article 19 (“Entry into Force and Duration”). Any subsequent annual progress reports shall be sent not later than 12 months after the submission of the first progress report; and

b) Final report: The final report shall be sent to the IAEA thirty (30) days after completion of the Research Project, or by the date agreed by the Parties.

3. Any report submitted pursuant to paragraph 2 of this Article shall be submitted in the English language and shall be prepared on the basis of the relevant template as provided in Annex A (“Annual Progress Report and Final Report Templates”).

4. Each Party shall alert other Party in the event that any risks or major problems are encountered with the Research Project, whatever the cause. Such problems may include but are not limited to those affecting the implementation of the Research Project, its finances, and any technical issues that could have an impact on the implementation of the Research Project.

5. Notwithstanding paragraph 2 of this Article, the IAEA may, at any time, request further information pertaining to the implementation of the Research Project including the use of the funds provided by the IAEA, and/or additional progress reports.

Article 4 Intellectual Property Rights

1. The reports to be submitted by the Contractor to the IAEA pursuant to this Contract shall be the exclusive property of the IAEA. The Contractor hereby assigns to the IAEA all intellectual property rights to such reports and any results emanating from the Research Project.

2. The Contractor and its staff may publish any results of the Research Project, provided that any such publication shall include an appropriate acknowledgement of the contribution of the IAEA. The Contractor shall not publish any unpublished information received from the IAEA.

3. All results of the Research Project, including any inventions or discoveries arising therefrom, shall be made available widely for the development and practical application of atomic energy for peaceful purposes throughout the world. To accomplish this purpose, the Parties shall cooperate through prompt and extensive publication and by other appropriate means to prevent any restriction of the free use of such results.

4. The Contractor undertakes to take necessary steps to ensure that every person who participates in the Research Project shall be fully informed of the obligations contained in this Article and agrees to be bound by them.

**Article 5
IAEA Contribution**

Subject to availability of funds, the IAEA shall contribute a sum not exceeding € 20 000 (Twenty Thousand) (hereinafter referred to as the “IAEA Contribution”) to this Research Project.

**Article 6
IAEA's Financial Obligations**

1. The “IAEA Contribution” shall be paid to the Contractor via wire transfer according to the information provided in Annex B (“Bank Account Information Form”) in installments as follows:

Year	Payment Schedule	Amount in Euro
1	An initial installment to be paid within thirty (30) days from the entry into force of this Contract	€ 5 000 (Five Thousand)
2	Installment to be paid upon the certification by the appropriate officer of the IAEA for the Research Project that the progress report required under Article 3 (“Implementation of the Research Project and Reporting”) of this Contract has been received in due time and accepted by the IAEA	€ 5 000 (Five Thousand)
3	Installment to be paid upon the certification by the appropriate officer of the IAEA for the Research Project that the progress report required under Article 3 (“Implementation of the Research Project and Reporting”) of this Contract has been received in due time and accepted by the IAEA	€ 5 000 (Five Thousand)
4a	Installment to be paid upon the certification by the appropriate officer of the IAEA for the Research Project that the progress report required under Article 3 (“Implementation of the Research Project and Reporting”) of this Contract has been received in due time and accepted by the IAEA	€ 2 500 (Two Thousand Five Hundred)
4b	A final installment to be paid upon the completion of the Research Project and on the certification by the appropriate officer of the IAEA for the Research Project that the final report required under Article 3 (“Implementation of the Research Project and Reporting”) of this Contract has been received in due time and accepted by the IAEA.	€ 2 500 (Two Thousand Five Hundred)

2. In exceptional cases, the Contractor may request payment by the IAEA to a third party (e.g. CSI, a foundation, etc.). If, under this Contract, the Contractor requests payment by the IAEA to a third party, this shall be specified in Annex B (“Bank Account Information Form”), which shall be signed by the

duly authorized representative of the Contractor and by the third party receiving payment on behalf of the Contractor.

3. Any payment to a third party named as Payee in Annex B (“Bank Account Information Form”) shall constitute a settlement of the financial obligations of the IAEA to the Contractor under this Contract.

4. The Parties may provide through an exchange of letters made pursuant to this Contract that a part or parts of the payment to be made by the IAEA under this Contract shall be used for a particular purpose that is not included in the programme of work specified in Article 1 (“Scope of the Research Project”). In that case, the part or parts of the payment shall be used only for the prescribed purpose.

5. The Parties may agree that a part of the “IAEA Contribution” shall be made into the IAEA-administered Research Institutes’ Trust Fund to the Contractor's credit for use in providing to the Contractor items of equipment or expendable supplies required for the execution of the Research Project as may be stated in the research proposal or through exchange of letters. The Trust Fund shall be administered by the IAEA in accordance with the Financial Regulations and Rules of the IAEA and the additional criteria set forth in the Annex C “Research Institutes’ Trust Fund (RITF)”.

Article 7

Other responsibilities of the Contractor

1. The Contractor agrees that the funds provided by the IAEA under this Contract shall be used solely for this Research Project.

2. The Contractor undertakes to promptly notify the IAEA of any change related to this Contract (e.g. status of the CSI in relation to this Research Project or to the Institute, bank account information or change of e-mail addresses).

3. The Contractor shall observe any applicable health and safety standards and any pertinent regulations that are communicated to the Contractor, except as otherwise agreed by exchange of letters.

4. The Contractor shall be responsible for the safety and maintenance of any equipment provided in relation to this Contract.

5. In case the Contractor does not perform its obligations set forth in this Contract to the satisfaction of the IAEA based on the IAEA’s technical evaluation of the report submitted by the Contractor in accordance with Article 3 (“Implementation of the Research Project and Reporting”), the Contractor shall return the unused funds, transfer the equipment purchased under Article 6 (“IAEA's Financial Obligations”) including title thereto, to the IAEA or the amount requested by the IAEA, which is not to exceed the IAEA contribution amount set forth in Article 5 (“IAEA Contribution”) above.

Article 8

Sub-contracting

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the IAEA for all sub-contractors. The approval of the IAEA of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

Article 9

Assignment

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims, liabilities or obligations under this Contract except with the prior written authorization of the IAEA.

Article 10

Indemnification

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, the IAEA, its officials, agents and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of: (i) acts or omissions of the Contractor or its

employees or sub-contractors in the performance of this Contract including claims and liability in the nature of workmen's compensation claims; and (ii) claims arising out of the unauthorized use of patented inventions or devices, copyrighted material or other intellectual property provided by the Contractor under this Contract.

Article 11
Use of Name, Emblem or Official Seal of the IAEA

Except as provided in paragraph 2 of Article 4 ("Intellectual Property Rights") above, the Contractor shall not advertise the fact that it is a Contractor with the IAEA. In addition, the Contractor shall, in no other manner whatsoever, use the name, emblem or official seal of the IAEA, or any abbreviation of the name of the IAEA, in connection with its business or otherwise.

Article 12
Officials Not to Benefit

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from this Contract to any official of the IAEA or other individuals contracted by the IAEA, e.g. consultants. The Contractor agrees that a breach of this provision is a breach of an essential term of this Contract.

Article 13
Status of Contractor

The Contractor shall have and maintain the legal status of an independent Contractor. The personnel of the Contractor and any of its sub-contractors shall not be entitled to act as agents of the IAEA.

Article 14
Force Majeure

1. Force majeure as used in this Article shall mean any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, industrial and/or civil disturbances, formal orders of local courts and authorities or any other act of a similar nature or force, provided that such acts arise from causes beyond the control of a Party and without the fault or negligence of that Party.

2. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the IAEA of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the IAEA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the IAEA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

3. If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the IAEA shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 22 ("Termination"), except that the period of notice shall be seven (7) days instead of thirty (30) days.

Article 15
Survival

The obligations set forth in Article 4 ("Rights to Reports and Intellectual Property"), Article 10 (Indemnification), Article 11 (Use of Name, Emblem or Official Seal of the IAEA), Article 16 ("Settlement of Disputes") and Article 17 ("Privileges and Immunities") of this Contract shall not cease upon termination of this Contract.

Article 16
Settlement of Disputes

All disputes arising out of or relating to interpretation or implementation of this Contract, which cannot be amicably settled by the Parties, shall be referred by either Party to arbitration for settlement in accordance with the UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria. The language of arbitration shall be English. The decisions of the arbitrator shall be final and binding on the Parties.

Article 17
Privileges and Immunities

Nothing in this Contract shall be construed as a waiver of the privileges and immunities accorded to the IAEA by its Member States.

Article 18
Entire Agreement

1. The following Annexes shall form an integral part of this Contract:
 - a. Annex A: Annual Progress Report and Final Report Templates;
 - b. Annex B: Bank Account Information Form; and
 - c. Annex C: Research Institutes' Trust Fund (RITF).
2. All terms and conditions of this Contract shall be interpreted as complementary to each other. Should any ambiguities, inconsistencies, conflicts or discrepancies arise, the following order of precedence shall apply:
 - a. this Contract; and
 - b. the Annexes, noting that precedence is given according to the alphabetical order.
3. Unless otherwise specified herein, this Contract constitutes the entire Contract between the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, understandings, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as expressly set forth herein.

Article 19
Entry into Force and Duration

This Contract shall enter into force on the date of the last signature by the duly authorized representatives of the Parties and shall remain in force until the Parties have discharged their obligations hereunder, unless terminated earlier pursuant to the terms of this Contract.

Article 20
Amendment

No modification of, or changes to, this Contract, or waiver, either express or implied, of its provisions shall be valid unless made in writing and approved by the duly authorized representatives of the Parties.

Article 21
Termination

1. Either Party may for valid cause terminate this Contract, in whole or in part, upon thirty (30) days' prior written notice to the other Party. Where notice of termination is given, the Contractor shall, in addition to obligations provided in paragraph 5 of Article 7 ("Other Responsibilities of the Contractor"), as appropriate, take immediate steps to bring the Research Project to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment.

2. On termination the IAEA shall pay the Contractor for work satisfactorily performed prior to termination and in conformity with the express terms of this Contract.

For the IAEA:



Mr Sasha DAMJANAC

Head, Research Contracts Administration Section
Dept. of Nuclear Sciences & Applications

Date: 20 April 2018

For the Contractor:

(duly authorized representative of the Contractor)

Name:

Position:

Date:



Annex A
Annual Progress Report and Final Report Templates

Annual Progress Report for Contracts under the Coordinated Research Activities

(Please use the template posted on <http://cra.iaea.org/cra/forms.html> and
send the progress report to research.contracts@iaea.org)

CRP code:	CRP title:
Contract Number:	Contract title:
Institute Name:	
CSI:	Alternate CSI:
Progress Report for year: (year 1, 2, 3...)	Period covered: (yyyy-mm-dd – yyyy-mm-dd)

- | | |
|----|--|
| 1. | Detailed programme of work, as planned at the beginning of the period, taking into account the recommendations given during Research Coordination Meetings (RCMs) and/or through communication with the Project Officer: |
| 2. | Results achieved in comparison with the planned programme of work, including quantitative data if applicable (<i>please attach appropriate technical documents if needed</i>): |
| 3. | Papers published and dissemination at national and international conferences on work performed under this Project (please enter a web-link or attach copies to this progress report): |
| 4. | Activities included in the programme of work which were planned, but were not implemented. Please state reason (i.e.: delays, issues encountered): |
| 5. | Detailed programme of work for the coming year, taking into account the recommendations given during RCMs and/or through communication with the Project Officer (to be used as reference for the next Progress Report): |

CSI Name and signature:

Date:

Final Report for Contracts under the Coordinated Research Activities
*(Please use the template posted on <http://cra.iaea.org/cra/forms.html> and
send the final report electronically to research.contracts@iaea.org)*

CRP code:	CRP title:
Contract Number:	Contract title:
Institute Name:	
CSI:	Alternate CSI:
Period covered: (yyyy-mm-dd – yyyy-mm-dd)	

6. Overall programme of work, as stated in the Contract, taking into account the recommendations given during Research Coordination Meetings (RCMs) and/or through communication with the Project Officer:
7. Summary which describes in brief form the experimental method, the results and conclusions drawn:
8. Detailed results achieved in comparison with the planned programme of work, including quantitative data if applicable (<i>please attach appropriate technical documents if needed</i>):
9. Papers published and dissemination at national and international conferences on the Project or parts thereof performed under this Contract (<i>please enter a web-link or attach copies to this final report</i>):
10. PhD and Masters' theses that include data from the Project under this contract: (c)
11. Activities included in the programme of work which were planned, but were not implemented. Please state reason (i.e.: delays, issues encountered):
12. Please provide a short financial overview on how the IAEA contribution to this Project was used and if other contributions, either from a technical cooperation project, or other sources of funding, were used for the implementation of the project:
13. Please describe the impact and relevance of this Project, as well as any recommended follow-up actions :

CSI Name and signature:

Date:



Instructions for entering details into the Bank Account Information Form

Please look at each section and complete where appropriate. Not every field needs to be entered for every type of bank account. If you are uncertain about how to complete this form please e-mail your IAEA contact for guidance.

⁰¹ **Account Name:** This field is mandatory. This is the name of the account as held by the bank, **not** the type of account.

⁰² **IBAN or Account Number:**

International Bank Account Number: This has different structures and number of characters depending on the national rules, but it always begins with two letters to represent the country and two additional numbers followed by the bank code and account number.

If your bank account does not have an IBAN you must enter your account number here.

(For example, CLABE - Clave Bancaria Estandarizada, which is a banking standard for the numbering of bank accounts in Mexico consists of 18 digits)

IBAN Locations:

Aland Islands, Albania, Andorra, Austria, Azerbaijan, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Dominican Republic, Estonia, Faroe Islands, Finland, France, French Guiana, Georgia, Germany, Gibraltar, Greece, Greenland, Guadeloupe, Guatemala, Hungary, Iceland, Ireland, Isle of Man, Israel, Italy, Jordan, Kazakhstan, Kuwait, Latvia, Lebanon, Liechtenstein, Lithuania, Luxembourg, The Former Yugoslav Republic of Macedonia, Malta, Martinique, Mauritania, Mauritius, Mayotte, Moldova, Monaco, Montenegro, Netherlands, Norway, Pakistan, State of Palestine, Poland, Portugal, Qatar, Reunion, Romania, Saint Pierre and Miquelon, San Marino, Saudi Arabia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, United Arab Emirates, United Kingdom and the British Virgin Islands. (Please refer to the definitive list of IBAN locations under http://www.swift.com/dsp/resources/documents/IBAN_Registry.pdf)

⁰³ **SWIFT:**

It has 11 alpha-numeric characters for the bank branch.

BIC: Similar to the SWIFT, it may contain 8 or 11 alpha-numeric characters. The final 3 characters of 11 character codes are branch indicators which are not mandatory. BIC can be usually found on a bank statement.

N.B.: For banks that do not have SWIFT/BIC, the national bank code, which is entered in field ⁰⁷ Bank Code is needed.

⁰⁴ **Non IBAN Reference:** For non IBAN locations there may be country specific branch identifiers, such as:

ABA - American Banking Association (USA)

ACH - Automated Clearing House (also called "Direct Deposit"), which has 9 digits and is unique for each bank branch which participates in the ACH. (USA)

BSB - Bank State Branch, which has 5 digits, is used in Australia and New Zealand.

Transit Number - which has 9 digits, is used in Canada.

IFSC - Indian Financial System Code, which has 11 alpha-numeric characters, is uniquely used in India to identify the bank branch. IFSC is a code used for various payment systems within the country.

⁰⁵ **Bank Name:**

Registered bank name as communicated to you by the bank.

⁰⁶ **Bank Code:**

In case of non-participants of SWIFT/BIC, the national bank code is needed. National bank codes have different formats and names used around the world.

⁰⁷ **Branch Address:**

The full postal address (Street, City and Country)

⁰⁸ **Payee Type:**

Please check the relevant box. Please note that **only one payee type** can be selected.

⁰⁹ **Organization Name:**

The full legal name of the Organization.

¹⁰ **Person Information:**

Enter the full details of the payee and note for the Person the Family Name is first.

¹¹ **Payee Address:**

The full address of the Payee (Street, City and Country).

¹² **Remittance email:**

The e-mail where information on payment will be sent.

Annex C
Research Institutes Trust Fund (RITF)

The operation of the trust fund will be governed by the IAEA's Financial Regulations and Rules as well as supplementary criteria as specified below.

1. A separate account will be maintained for investment purposes, to keep funds not immediately needed. This account will be kept under the title "Research Institutes Trust Fund (RITF)".
2. Transfers to the trust fund will be made in Euros. These moneys will be kept for the purchase of equipment and supplies upon request by the participating research institutes during the term of the contract. The IAEA will not purchase items which it determines as being not related to the research work in question.
3. Net interest income derived from the unused portion of the trust fund will be credited to the IAEA in lieu of an administrative charge to cover the cost of providing the service.
4. A reserve account will be established within the trust fund to take small overruns and underruns resulting from the purchase of equipment and supplies (current limit set at €150 or less), and to absorb other charges or credits not attributable to individual contracts.
5. Underruns or savings exceeding the limit mentioned in paragraph 4 will be transferred to the research institutes in question upon completion of the related research contract, submission of all reports and positive assessment of the reports by the IAEA project officer.
6. Upon request by the research institute concerned, a report on the financial status of the respective RITF will be prepared by Research Contracts Administrative Section of the IAEA.
7. The trust fund will be included in the IAEA's annual financial statements.
8. In case the Contractor does not perform its obligations set forth in this Contract to the satisfaction of the IAEA based on the IAEA's technical evaluation of the report submitted by the Contractor in accordance with Article 3 (Reporting), the IAEA shall be entitled to retain the remaining portion of the trust fund and transfer it to the IAEA own account.
9. In case of a liquidation of the trust fund, the remaining balance will be transferred to the research institute concerned, after settlement of all liabilities of the trust fund and provided the report(s) required under Article 3 ("Reporting") are received and accepted by the IAEA.