



AGREEMENT FOR EDUCATIONAL, SCIENTIFIC, RESEARCH  
AND SCHOLARLY EXCHANGES

This Agreement is executed between:

The **UNIVERSITY OF THE PHILIPPINES**, the national university of the Philippines founded and operating under Act No. 1870 and Republic Act No. 9500, represented herein by **DR. CARMENCITA D. PADILLA**, Chancellor of its constituent university, **University of the Philippines Manila**, with office address at the 8th floor RCB Building, Philippine General Hospital, Taft Avenue, Manila," hereinafter referred to as the, "**UP**";

and

The **University of Pennsylvania Perelman School of Medicine** is an educational institution organized and existing under the laws of the **United States of America** with the office of the Center for Global Health located at 240 John Morgan Building, 3620 Hamilton Walk, Philadelphia, Pennsylvania represented herein by its Vice Dean and Director, **DR. GLEN N. GAULTON** hereinafter referred to as "**Penn Medicine**".

WITNESSETH:

WHEREAS, the Universities, wishing to enhance the existing cooperative relations among them, join in the following Agreement on educational, scientific and scholarly exchanges.

WHEREAS, the Universities will encourage contact and cooperation among their faculty members, students, departments and research institutions under the provisions of this Agreement.

WHEREFORE, the Universities enter into this Agreement under the following terms and conditions:

1. **Forms of cooperation** - within fields that are mutually acceptable and subject to the requirements of each university's own policies, academic programs, research activities and other academic undertakings, the following forms of cooperation may be pursued:
  - 1.1. Exchanges of faculty and students
  - 1.2. Exchange of information, including, but not limited to research publications
  - 1.3. Joint research activities
  - 1.4. Participation in seminars, conferences, lectures and academic meetings
  - 1.5. Consultancy services
  - 1.6. Other similar academic and scholarly undertakings.

*Handwritten initials/signature*

2. Specific projects

- 2.1. UP and Penn Medicine may identify specific academic, research, scientific and scholarly projects that they may decide to undertake collaboratively within the period of effectivity of this Agreement.
- 2.2. The details and other implementing guidelines of such specific projects shall be agreed upon in writing by the parties through a Memorandum of Agreement or similar document.

3. Intellectual property rights

- 3.1. Each university shall retain all rights to its intellectual properties.
- 3.2. The protection and exploitation of any intellectual property arising out of the Agreement will be addressed in each individual project agreement.
- 3.3. The Universities shall enter into an agreement for such projects outputs and intellectual properties generated which shall include among others: the propriety of patent registration prior to publication, the party responsible for registration, exploitation, commercialization of the intellectual property; and, the economic sharing scheme in proportion to each university's contribution. In the absence of such agreement, the intellectual property income and interests shall be jointly owned by the Universities.
- 3.4. Any publications and reports arising from the activities undertaken pursuant to this Agreement and subsequent agreements shall clearly indicate the names of the Universities as collaborators and likewise indicating therein the names of the authors and researchers involved in the project.

4. Financial arrangements

- 4.1. No financial commitment is enforceable under this Memorandum. Collaboration on specific projects, research or other undertakings shall be embodied in a separate written agreement where each university shall bear its own expenses in relation to their faculties, students, researchers and administrators unless otherwise agreed upon in writing.
- 4.2. Financial commitments shall be subject to the financial policies of each university.
5. **Participants** - All administrators, faculty, researchers, students who take part in any activity under this Agreement must be currently employed or enrolled in good standing in the home university at the time of participation in the activity.
6. **Effectivity** - this Agreement shall be effective on the date of signing of both Universities and shall remain in effect for 5 years and may be renewed by mutual consent in writing by the parties.
7. **Termination** - this Agreement may be terminated by the parties by issuing a written notice of termination. Ongoing projects will continue until completion, but no new projects will be started.

 JMD


8. IN WITNESS WHEREOF, the parties hereunto set their hands on the date and place first above written.

UNIVERSITY OF PHILIPPINES

UNIVERSITY OF PENNSYLVANIA PERELMAN  
SCHOOL OF MEDICINE

By:

By:

  
\_\_\_\_\_  
**CARMENCITA D. PADILLA, MD, MAHPS**  
*Professor & Chancellor*

  
\_\_\_\_\_  
**GLEN N. GAULTON, PhD**  
*Vice Dean & Director*

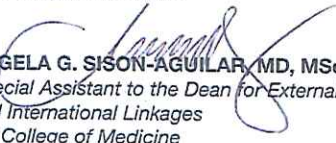
Date signed: \_\_\_\_\_

Date signed: Feb 21, 2020

Signed in the presence of:

  
\_\_\_\_\_  
**CHARLOTTE M. CHIONG, MD, PhD**  
*Professor & Dean*  
*UP College of Medicine*

\_\_\_\_\_  
*Dean*  
*University*

  
\_\_\_\_\_  
**ANGELA G. SISON-AGUILAR, MD, MSc, MBA**  
*Special Assistant to the Dean for External*  
*and International Linkages*  
*UP College of Medicine*

\_\_\_\_\_  
**PROF.**  
*Executive Officer(OIC)*  
*International Exchange*

NOTE: No need for notarization if the other university is based abroad.

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNIVERSITY OF THE PHILIPPINES AND  
THE UNIVERSITY OF PENNSYLVANIA**

This Addendum to the Memorandum of Understanding between University of the Philippines and the University of Pennsylvania Perelman School of Medicine (Penn Medicine) is dated October 15, 2019 and will become effective immediately.

The parties for good consideration hereby agree as follows:

1. In areas of mutual interest and hosting capacity, the following collaborations may be undertaken:
  - Receiving applications for potential enrollment of up to 2 visiting students per year for clinical electives for periods of 1 month, or research electives for periods of 2-6 months
  - Appointments of postdoctoral researchers for periods of 1-3 years
  - Short visits of faculty members for periods of 1 week to several months
2. In all instances, visitors must conform to the rules and regulations of the host institution.
3. Financial arrangements for the exchanges will be made on a case-by-case basis; nonetheless, it is the responsibility of the home institution and/or the exchange visitor to bear all related costs associated with the proposed activity.

NOTE: Placement in an elective is made jointly between the Penn Medicine Office of the Registrar and the course director in the department in which the elective takes place; thus, submission of an application is not a guarantee. Availability of an elective cannot be determined until the student's completed application is received. Students should finalize accommodation and airfare only after receiving their invitation letter and elective assignment confirmation.

Signatures of authorized administrative officials of each institution:

Date:



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Glen N. Gaulton, PhD  
Vice Dean & Director *NG*  
Center for Global Health  
Perelman School of Medicine  
University of Pennsylvania

Date:



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Carmencita D. Padilla, MD, MAHPS  
Professor & Chancellor  
University of Manila *CP*