



## **MEMORANDUM OF UNDERSTANDING**

(Hereinafter called 'MOU')

**UNIVERSITAS ISLAM INDONESIA**

and

**UNIVERSITY OF THE PHILIPPINES MANILA**

**on Scientific Cooperation between  
Universitas Islam Indonesia Faculty of Medicine  
(UII Yogyakarta)  
and**

**University of Philippines Manila College Medicine (UPM-CM)**

The **UNIVERSITAS ISLAM INDONESIA**, having its principal office Jln Kaliurang Km 14.5, Yogyakarta, Indonesia, represented herewith by **Dr. LINDA ROSITA**, Dean, Faculty of Medicine (Hereinafter referred to as 'UII')

**AND**

The **UNIVERSITY OF THE PHILIPPINES MANILA**, the national university of the Philippines, a public secular institution of higher learning, created by virtue of Act No. 1870, as amended and reorganized and operating by virtue of Republic Act No. 9500, through its constituent university, the University the Philippine Manila, with office address at 8<sup>th</sup> Floor, Philippine General Hospital, Manila, represented by **DR CARMENCITA D. PADILLA**, Chancellor (Hereinafter referred to as 'UPM')

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WHEREAS:

- The Universities recognize the value of international cooperation and have agreed to further explore possibilities for mutual cooperation in the area of education and research,
- The Universities agree to implement the MOU under the terms and conditions hereinafter set forth,
- The Universities agree that while currently the educational cooperation has been concentrated in the areas of education and research, in the future it may be extended to other content of disciplines by mutual agreement.

THEREFORE, the Universities agree as follows:

**Article1  
OBJECTIVE**

This Memorandum of Understanding (MoU) shall regulates the terms and conditions for the scientific cooperation specifically in Family Medicine program between the Universitas Islam Indonesia (UII Yogyakarta) Faculty of Medicine and University of Philippines Manila College Medicine

The objective of the cooperation is to make possible and to institute academic cooperation between both Universities based upon principles of mutual equality and the reciprocity of benefits.

**Article 2  
SCOPE OF ACTIVITIES**

The scope of activities of the cooperation shall include:

- a. Exchange of students, lecturers, scientists, and other staff, for further study, training and giving lectures;
- b. Collaborative research and joint academic courses and conference;
- c. Exchange of information, publications and materials for academic purposes;
- d. Friendly visits; and
- e. For specific purpose, UPCM would be guiding UII Yogyakarta to establish Family Medicine Residency Program
- f. Other activities as may be mutually agreed by the two parties to this Memorandum



**Article 3**  
**CONTRIBUTION BY THE UNIVERSITIES**

The Universities will, in accordance with the prevailing laws and regulations in their respective country, and subject to personnel and budget limitations:

1. Seek finance of joint activities from sources available to them;
2. Provide necessary funding to assist in the implementation of activities as jointly agreed upon;
3. Assign qualified experts and lecturers to assist in the implementation of activities under this MOU.

**Article 4**  
**Authorized Representatives**

Each university shall name the authorized representative:

- a. Universitas Islam Indonesia (UII Yogyakarta) Faculty of Medicine  
Jln Kaliurang Km 14.5, Yogyakarta, Indonesia  
Tel: +62 (274) 898 444 ext. 2096, 2101  
Fax: +62 (274) 898 444 ext. 2007  
Name: Linda Rosita, MD, M.Kes. Sp.PK  
Dean, Faculty of Medicine Universitas Islam Indonesia
- b. University of Philippine Manila College of Medicine  
547 Pedro Gil Street Ermita, Manila 1000, PO Box 593  
Name : Ester G. Penserga MD, FPCP, FPRA  
Assistant to The Dean for International Linkage

The Authorized Representatives are responsible for:

- a. The preparation and carrying out of working programs,
- b. Coordination with other faculties,
- c. Providing access to all university facilities that are required for the purposes of the visit; in particular to archives, libraries, and computer workstations,

**Article 5**  
**INTELLECTUAL PROPERTY RIGHTS, RESULTS AND PUBLICATIONS**

Intellectual property rights on any information which already exists prior to this cooperation or which is not the result of this joint collaboration remain the property of the University which

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provides the information, unless explicitly agreed otherwise in writing between the Universities.

An agreement on intellectual property rights shall be drawn up separately in accordance with the laws of the respective countries for all intellectual property rights, results and publications which are jointly generated as a result of the cooperation between the Universities.

#### **Article 6 SETTLEMENTS OF DIFFERENCES**

Any differing view points and interpretations of this MOU shall be settled by mutual consultation or negotiation.

#### **Article 7 SEVERANCE**

If any part of this MOU is or becomes void, voidable or otherwise invalid or unenforceable, whether due to the provisions of any statute or otherwise, that part:

1. Will be read, if possible, in a way so that it becomes valid and enforceable; or
2. Will be severed from this MOU to the extent that the remaining parts of this MOU will remain in full force and effect.

#### **Article 8 NO AGENCY AND NO ASSIGNMENT**

1. This Agreement shall not constitute either University as the legal representative or agent of the other, nor shall either University have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name, or on behalf of the other University.
2. This MOU shall not be assigned or transferred by either University without the prior written consent of the other University.

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**Article 9**  
**AMENDMENTS, DURATION AND TERMINATION**

1. Any amendments to this MOU can only be made in writing, after consultation and mutual consent of the Universities. Such amendments, once approved by the Universities, will become part of this MOU.
2. The MOU shall take effect on the date on which this MOU is signed by both the Universities.
3. The MOU shall remain in force for a period of 5 years from the date of commencement as mentioned in this article, subsection 2. The MOU may be extended by mutual consent of the Universities.
4. The MOU may be terminated by either University by written notice at least twelve months in advance to the other University. The event of termination will not affect participants already engaged in this cooperation from completing their activities at the host university.

**Article 10**  
**COMMUNICATION**

Any notice or request given or made by one University to the other under this MOU shall be in writing in the English language and shall be addressed by all means to the University's principal office as is designated in writing hereinafter.

Authorized representatives of the Universities shall sign two original Memorandum of Understanding documents. Each University shall hold one original signed MOU, with both documents being equally authentic.

IN WITNESS WHEREOF, the Universities here to have caused this MOU to be executed by their duly authorized representatives.

**Article 11.**  
**Concluding Terms**

 

This Agreement is made in two originals in the English language deposited one with each university.

Signed

At Faculty of Medicine

At College of Medicine

Date 30 December 2015

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For

For

Universitas Islam Indonesia

University of Philippines Manila



Dr. Linda Rosita MD, M.KES. SP.PK

Dean

of act-1  
DR. CARMENCITA D. PADILLA, MD, MAHPS

Chancellor

Witnessed by

  
Dr. Agnes D. Mejia, MD

Dean, College of Medicine UP

Dr. Syaefudin Ali Akhmad, MD, MSc

Vice Dean, Faculty of Medicine UII