



MEMORANDUM OF UNDERSTANDING

(Hereinafter called 'MOU')

on Academic Cooperation

between

UNIVERSITY OF ANDALAS
and

UNIVERSITY OF THE PHILIPPINES MANILA

The **UNIVERSITY OF ANDALAS**, having its principal office at Kampus Limau Manis, Padang (Hereinafter referred to as 'University').

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 of the Philippines Manila, with office address at 8th Floor, Philippine General Hospital, Manila (Hereinafter referred to as 'University')

(Hereinafter collectively referred to as 'the Universities').

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:

Two handwritten signatures are present at the bottom right of the page. The first signature appears to be "JG" and the second is a more stylized signature.

Article 1 OBJECTIVE

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 II SCOPE OF ACTIVITIES

The scope of activities of the cooperation shall include:

A. EDUCATION

In accordance with the aim of the Universities to develop and offer higher education of the highest quality that adequately addresses human resources needs in society, which will be achieved by applying innovative student-centred outcome-based learning methodologies, the Universities intend to share knowledge, experiences and educational research results and to support each other in further educational development especially in Clinical Medicine-Family and Community Medicine. Among other things this mutual support may relate to curriculum development, the development and application of innovative methodological approaches, student assessment, educational quality assurance, programme contents development, internationalization of the curriculum, student support service, and management of education.

B. ACADEMIC STAFF

Visits by academic staff members will be encouraged for the mutual benefit of both Universities. Suitable arrangements will be made for the exchange of visiting scholars for collaboration in teaching and in research. In the absence of any specific agreement to the contrary, all expenses of salary, insurances, travel and living and allied costs will be the responsibility of the visiting scholar's home university.

The host university will provide the normal services for visiting scholars including library and other facilities.

The host university will assist, as far as possible, in arranging accommodation for the visiting scholar in matters of immigration, residence permits or authorizations for temporary stay, healthcare, language and local custom.

C. RESEARCH

The Universities will seek opportunities to cooperate in research especially on primary care and universal health care and other relevant issues. The details of specific proposals will be determined by the mutual agreement of relevant faculties of both Universities.

The form of cooperation may vary with the goal of each project. A clause concerning intellectual property is addressed in Article IV.

D. ACADEMIC AND CULTURAL INTERCHANGE

To facilitate academic and cultural interchange, the exchange of research materials, publications and information will be encouraged.

The Universities will invite each other, when appropriate, to participate in conferences, symposia and short visits. Setting up joint educational programmes and developing joint curricula are encouraged as well.

E. STUDENT PROGRAMME

The Universities will seek possibilities to facilitate student programmes. The details of specific proposals will be determined by mutual agreement of the relevant faculties of both Universities on a case-by-case basis. A student programme may include student exchange, joint supervision of postgraduate students, and the provision of library access and academic assistance for doctoral research students.

**Article III
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 IV
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 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 V
SETTLEMENTS OF DIFFERENCES

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

Article VI
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 VII
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.

Article VIII
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 IX
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.

Signed

At.....

Date.....

For

University of Andalas

Dr. Werry Darta Taifur, SE.,MA
Rector

At.....

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For

University of Philippines Manila


Carmencita D. Padilla, MD

Chancellor