# MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF PITTSBURGH AND THE UNIVERSITY OF THE PHILIPPINES MANILA

This Agreement is made and entered into by and between the University of Pittsburgh - Of the Commonwealth System of Higher Education, (hereafter "University of Pittsburgh"), Pittsburgh, Pennsylvania, USA, and the University of the Philippines Manila (hereafter "University of the Philippines Manila"), Manila, Philippines, including its National Institutes of Health establishing a basis for their further cooperation in accordance with the following:

WHEREAS; the University of Pittsburgh and the University of the Philippines Manila have explored areas of mutual academic interest and wish to further their common objectives in research and education in the fields of infectious diseases, tropical medicine, neglected tropical diseases, virus discovery, and other fields to be determined;

NOW, THEREFORE, the parties hereby agree upon the following terms and conditions:

#### 1. Exchange of Students

Both parties shall make reasonable efforts to support development of an exchange of medical and graduate students for short-term study and formal degree programs. Exchange students shall be subject to the admissions criteria and requirements of the host institution. The details of institutional and student rights and responsibilities for such exchanges shall be set forth in writing and agreed upon by both parties before a particular exchange is initiated.

#### 2. Exchange of Scientific, Educational, and Scholarly Materials

Both parties shall seek agreement upon an exchange list of their nonconfidential, publicly available scientific, educational, and scholarly materials and fundamental research projects of mutual interest. To the extent practicable, the University of Pittsburgh and the University of the Philippines Manila shall set forth in writing their mutually agreed upon protocols and guidelines governing this exchange and distribution of information. The parties share a strong institutional policy favoring publication and/or public presentation of research results as an essential means of intellectual exchange. Each party agrees that faculty and students participating in the exchange shall be free to publish the results of their research.

# 3. Exchange of Academic Personnel

Both parties shall make reasonable efforts to facilitate visits of their researchers or faculty to one another's campuses for periods of time for fundamental research and teaching in accordance with the objectives of this agreement. The details of institutional and individual responsibilities involved in such researcher or faculty exchanges shall be set forth in writing and agreed upon by both parties before a particular visit is initiated.

## 4. Special Projects

The parties shall make reasonable efforts to collaborate from time to time in the development of special projects aimed at furthering their academic objectives. The details of institutional and individual responsibilities necessary for accomplishment of these special projects shall be set forth in writing and agreed upon by both parties before a particular project is initiated.

# 5. Precondition of Adequate Funding

Implementation of the activities contemplated by this Agreement is dependent upon the ability of the parties to secure adequate funding to support such activities. In the event a party is unable to secure adequate funding to support the activities contemplated by this Agreement, that party shall not be considered to be in breach of this Agreement.

#### 6. Effective Date

This Agreement becomes effective upon its execution by both parties and shall remain in effect for two (2) years from said date of execution, at which time the parties may negotiate to extend the agreement a further term. This Agreement may be terminated by either party upon sixty (60) days written notice.

2

# 7. Compliance with Immigration Laws and Regulations

The exchange of students, researchers, and/or professors outlined in this agreement shall be subject to all applicable immigration laws and regulations of the Philippines and the United States of America and any limitations and/or restrictions related thereto, as determined by the University of Pittsburgh's Office of International Services and the University of the Philippines Manila's Legal Office.

## 8. Modification/Amendment

Any modification or amendment to this agreement shall be in writing and signed by binding authorities of the parties.

### 9. Nondiscrimination

In performing this agreement, the parties agree not to discriminate based on race, color, religion, national origin, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity and expression, genetic information, and veteran status. To the extent it is internationally practicable, the parties also agree to reasonably accommodate individuals with disabilities.

#### Letter of Renewal

Given the successful relationship between the University of the Philippines Manila, Manila, Philippines, and the University of Pittsburgh - of the Commonwealth System of Higher Education through its School of Medicine, Pittsburgh, Pennsylvania, USA, and with the hope of continued mutually beneficial collaboration, this letter serves to renew our Memorandum of Understanding signed the 10th of September 2012, for an additional five years. The renewal of

the agreement will be effective July 1, 2014, and end June 30, 2019. University of Philippines Manila University of Pittsburgh - of the Commonwealth System of Higher Education 1 kg G. nadenberg Manuel B. Agulto Mark A. Nordenberg Chancellor > Chancellor

rthur S. Levine Senior Vice Chancellor for the Health Sciences and

Marie Josephine M. de Luna Vice Chancellor for Academic Affairs Petersen Dean of Medicine

Peter Meldkamp Associate Dean for Global Health Education, School of Medicine

Date: \_\_

Generoso T. Abes Vice Chancellor for Research and Executive Director, NIH

Carmencita D. Padilla **Executive Director** Philippine Genome Center

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