



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS PENDIDIKAN INDONESIA
AND
UNIVERSITY OF NORTHERN PHILIPPINES**



KNOW ALL MEN BY THESE PRESENTS

This **MEMORANDUM OF UNDERSTANDING** is made on the 13th day of December, 2013, in the City of Bandung, West-Java, the Republic of Indonesia by and between:

UNIVERSITAS PENDIDIKAN INDONESIA, a state-chartered university with its office address at Bandung, West-Java, the Republic of Indonesia, represented by its Rector, **Prof. Dr. Sunaryo Kartadinata, M.Pd** and hereinafter referred to as “**UPI**”;

and

UNIVERSITY OF NORTHERN PHILIPPINES, a state university, with its address at Vigan City, Ilocos Sur, Republic of the Philippines represented by its President, **Dr. Gilbert R. Arce** and hereinafter referred to as “**UNP**”;

WITNESSETH: THAT

WHEREAS, the parties desire to enhance the relations between the two institutions through the development of cooperation in the field of education;

WHEREAS, UPI and UNP agree to cooperate on exchange programs based on reciprocity, which shall promote mutual understanding between the respective faculty, students, and scholars of the Parties;

WHEREAS, the parties believe that their cooperation would benefit both institutions;

WHEREAS, pursuant to the prevailing laws and regulations in their respective countries as well as the procedures and policies on higher education cooperation, the parties hereto hereby enter into this Memorandum of Understanding, as follows:

Article 1 OBJECTIVES

The objective of **this Memorandum of Understanding (MoU)** is to promote mutual cooperation in education and training on a reciprocal basis, for the advancement of knowledge and intellectual development.

Article 2 SCOPE OF COOPERATION

The present **MoU**, without detriment to the arrangements made by either party with other educational institutions, hereby adopts the following scope of cooperation:

1. Facilitate the exchange of:
 - a. Faculty, researchers, academic personnel, students;
 - b. Exchange of educational literature, research findings, publications, periodicals and other related publications, subject to standard provisions of national laws and international conventions on intellectual property ownership;
2. Encourage reciprocal participation in educational congresses, conferences, workshops, symposiums, training courses and exhibits in areas of mutual interest;
3. Establish cooperation in terms of capacity-building;
4. Facilitate Joint/Double degree program.

Article 3 IMPLEMENTATION

The Parties shall implement the **MoU** through specific arrangements, program or projects subject to the available funds of the Parties, the details of which shall be agreed upon in an agreement to be signed by the Parties.

Article 4 FUNDING

The cost of the cooperative activities under this **MoU** shall be funded in terms to be mutually determined by the Parties and shall be subject to the availability of funds.

Article 5 SUSPENSION

Each Party reserves the right for reasons of security, public order or public health, to suspend temporarily, either in whole or in part, the implementation of this **MoU** which shall be effective sixty (60) days after notification has been given to the other party, through government institutions.

Article 6
CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

1. The Parties shall ensure that the educational data, information, and intellectual property rights mutually provided and developed which are carried out under this Memorandum of Understanding, shall not be transferred or supplied to a Third Party without prior written consent of the other Party.
2. In case of specific arrangement, program or project that may result in intellectual property rights, the Parties shall enter into a separate agreement in accordance with their respective laws and regulations.

Article 7
SETTLEMENT OF DISPUTES

Any dispute arising from the implementation of the provisions of this MoU shall be settled amicably by consultations or negotiation, through government institutions.

Article 8
AMENDMENT

This **MoU** may be reviewed and amended at anytime, by mutual written consent of the Parties.

Article 9
DURATION AND TERMINATION

1. This **MoU** shall be effective for a period of 5 (five) years and may be extended for the same period by mutual consent of the Parties through government institutions.
2. The termination of this **MoU** shall not affect the validity and duration of any arrangements, programs, activities or projects made under this MoU until the completion of such arrangements, programs, activities or projects, unless otherwise agreed upon by the Parties.


IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective schools, have signed this Memorandum of Understanding on this 13th day of December 2013.

University of Northern Philippines

Universitas Pendidikan Indonesia



Dr. Gilbert R. Arce
President


Date: 13 DEC 2013


Prof. Dr. Sunaryo Kartadinata, M.Pd
Rector

Date: 13 DEC 2013

SIGNED IN THE PRESENCE OF:


Dr. Mario P. Obrero
VP for External Affairs and
Students Development


Prof. Furqon, MA, Ph.D
Vice Rector for Academic and
International Affairs



DR. IR. PARISTYANI NURWARDANI, MP
Education Attaché
Embassy of the Republic of Indonesia
Manila, Republic of the Philippines