

THIS MEMORANDUM OF UNDERSTANDING is made this 9th day of August 2018.

BETWEEN

Universitas Banten Jaya, Banten (hereinafter referred to as "UNBAJA"), an institution of higher learning whose address is at 'Jl. Ciwaru II No. 73, Banten' and shall include its lawful representatives and permitted assigns;

AND

MARIKINA POLYTECHNIC COLLEGE, (hereinafter referred to as "MPC"), a state university created and organized under the laws of the Republic of the Philippines with office address at 252 Shoe Ave, Marikina, 1800 Metro Manila, and shall include its lawful representatives and permitted assigns.

UNBAJA and MPC hereinafter referred to collectively as the "Parties" and singularly as the "Party".

WHEREAS:

- A. UNBAJA is an established University which strives to enhance and strengthen its teaching, learning and research capabilities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance reputation.
- B. MPC is a state institution of higher learning of Philippines with principal office at 252 Shoe Ave, Marikina, 1800 Metro Manila.
- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows;

ARTICLE I
OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop academic disciplines and institutional linkage for education co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II
AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary step to encourage and promote co-operation in the following areas:
 - (a) Joint research collaboration on mutually-agreed upon areas of study.
 - (b) Creating a program of exchange of their respective faculty members and students for instructional research and cultural purposes. The agreement covers all disciplines offered by the respective institutions;

- (c) Explore the potential of co-sponsoring international conferences and academic exchanges in areas of joint interests, the arrangements of which shall be subjected to terms and conditions as may be mutually agreed upon by the parties.
 - (d) Exchange educational materials, research publications and instructional informational beneficial to both parties;
 - (e) Explore the possibility of offering dual or joint-degree programs subject to terms and conditions as may be mutually agreed by the parties.
- 2. The details of any specific joint activities arising as a result of further discussions pursuant to this Memorandum of Understanding will be set forth in an Agreement, the terms of which are to be agreed upon by the parties hereto and to be signed at the relevant time by the Parties.
 - 3. The Parties will each identify a person ("the **Coordinator**") who will be responsible for the implementation of the co-operative programme under this Memorandum of Understanding

ARTICLE III **FINANCIAL ARRANGEMENTS**

- 1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to another.
- 2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV **EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute any legally binding or enforceable obligations, express or implied.

ARTICLE V **NO AGENCY**

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE VI **ENTRY INTO EFFECT AND DURATION**

- 1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of five (5) years.
- 2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
- 3. This Memorandum of Understanding may be terminated prior to the expiry date by agreement between both Parties, subject to at least two (2) months prior written notice.

ARTICLE VII

3. This Memorandum of Understanding may be terminated prior to the expiry date by agreement between both Parties, subject to at least two (2) month's prior written notice.

ARTICLE VII **VARIATION AND AMENDMENTS**

The terms stipulated in this Memorandum of Understanding cannot be altered, change or otherwise modified unless mutually agreed to by the Parties in writing.

ARTICLE VIII **SUSPENSION**

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE IX **SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE X **NOTICES**

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address, as the case may be, shown below or to such other address or electronic mail address as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address which is duly acknowledged:

TO UNBAJA : Universitas Banten Jaya, Banten
Jl. Ciwaru II No. 73, Banten
Attention : Dr. Sudaryono, S.P., M.Pd.
Telephone No. : +6281385395131
Email address : dryono10@gmail.com

To SVCI : Director, Community Extension and Linkages
St. Vincent's College Incorporated
Padre Ramon Street, Estaka, Dipolog City,
Zamboanga del Norte, 7100
Attention : Assoc.Prof.Raymond Chris P.

Maribojoc,

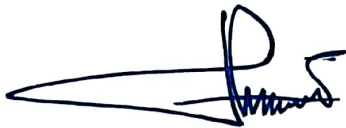
MPM, MBA, PHF, FRIM, AFBE
Telephone No : (065) 212 6292
Cell phone No : +639 771 863 969
Email address : cce1.svc@gmail.com

IN WITNESS WHEREOF THE UNDERSIGNED, being duly authorized by their respective organizations, sign this Memorandum of Understanding on the date as above written:

SIGNED BY

For and on behalf of

Universitas Banten Jaya, Banten

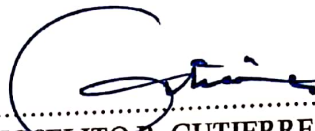


Dr. Sudaryono, S.P., M.Pd.
Rector

SIGNED BY


For and on behalf of

MARIKINA POLYTECHNIC
COLLEGE

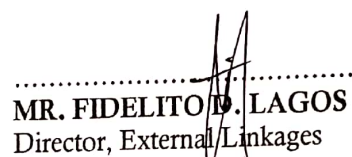


DR. JOSELITO B. GUTIERREZ
President

In the presence of:


DR. H. K. Prihartono AH, Drs., S. Sos,
Kom. M.M.
President of IAC

In the presence of:


MR. FIDELITO D. LAGOS
Director, External Linkages