

ASRI MULYATI, ST., MT
Vice-Rector for Internationalization and
External Affairs



MEMORANDUM OF UNDERSTANDING



Between

**PALEMBANG UNIVERSITY,
INDONESIA**

and

**EASTERN VISAYAS STATE UNIVERSITY,
PHILIPPINES**

This Memorandum of Understanding ("MoU") is made and entered into by and between:

Palembang University, an institution of higher education in Indonesia, whose address is at Dharmapala street No. 1 A Bukit Besar, Palembang 30139, South Sumatera, Indonesia and represented herein by its Rector, **Dr. Ali Dahwir, SH., MH.** For brevity and purposes of this Agreement, English Education Study Program, Faculty of Economy, Palembang University shall hereinafter be referred to as "**UNPAL**";

AND

Eastern Visayas State University, Philippines, a higher education institution organized under the laws of the Philippines, with its principal office located at Arch. Lino R. Gonzaga Avenue, Tacloban City, and represented herein by its President, **Dr. Dennis C. De Paz**. For brevity and for purposes of this Agreement, Eastern Visayas State University shall hereinafter be referred to as "**EVSU**."

EVSU and UNPAL shall hereinafter be referred to singularly as "the Party" and collectively as "the Parties",

DR. ALY DAHWIR, SH., MH
Rector, Palembang University

DR. DENNIS C. DE PAZ
EVSU University President

DR. DANILO B. PULMA
EVSU VP for Internationalization
and External Affairs

DR. BENEDICTO MILITANTE JR.
EVSU VP for Administration and Finance

DR. ANALYN C. ESPAÑO
EVSU VP for Research Development and
Extension Service

DR. YVONNE M. MORANTE
EVSU VP for Academic Affairs

PROF. FAUSTITO A. AURE
EVSU Director for Internationalization for
Higher Education

WHEREAS:

A. **UNPAL** is a non-profit private higher education institution accredited by the Ministry of Education and Culture, Indonesia which offers undergraduate and postgraduate courses in several areas of study.

B. **EVSU** is an established university which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to complement its educational excellence. **EVSU** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.

C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as set forth herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I

OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to establish, promote and develop on a basis of direct cooperation and collaboration in the field of research, education and in training programs of mutual interest.

ARTICLE II

AREAS OF COOPERATION

1. Each Party will, subject to the laws, rules, regulation and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote cooperation in the following areas:
 - a. the exchange of academic staff;
 - b. the exchange of students;
 - c. the collaborative academic publications and researches;
 - d. a collaboration in organizing seminars, conferences, symposiums, lectures and other intellectual discourses;
 - e. the collaborative projects for community and extension services and entrepreneurship programs;

- f. collaboration in empowering society activities and programmes and
g. any other areas of cooperation to be mutually agreed upon between the parties.

2. For the purpose of implementing the cooperation in respect of any area stated in paragraph 1 above, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of dispute" as contained in Annexure A of this MoU.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. This MoU shall not give rise to any financial obligation by one Party to the other.
2. Each Party shall bear its own cost and expenses in the implementation of this MoU.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU 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 or create any legally binding or enforceable obligations, express or implied.

ARTICLE V

NO AGENCY

Nothing contained herein is to be constituted 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 MoU will come into effect on the date of signing and will remain in force for

a period of **five (5)** years or until terminated by either party with NINETY (90) DAYS prior written notice.

2. The termination of the MoU shall not affect the implementation of on-going activities programmes.
3. This MoU may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

REVISION

The Parties must convene with each other should they wish to revise vary or amend this MoU before the end of the period of this MoU and such revision, variation, or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.

ARTICLE VIII

NOTICES

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

To: **EVSU**

Vice President for Internationalization and External Affairs, Eastern Visayas State University
Arch. Lino R. Gonzaga Avenue, Tacloban City,
Leyte, Philippines
Attn: Dr. Danilo B. Pulma
Email: danilo.pulma@evsu.edu.ph

To: **UNPAL**

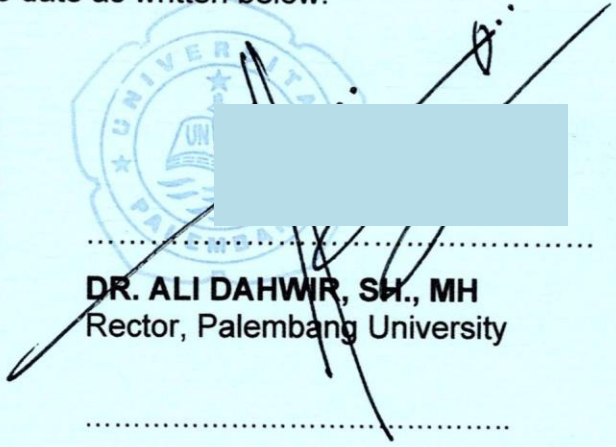
Vice of Rector for Cooperation
Palembang University
Dharmapala street No. 1 A Bukit Besar, Palembang
30139, South Sumatera, Indonesia

Attn: Asri Mulyadi, ST., MT
Email: asri_anang@yahoo.co.id
Tel: 0711-440650/ 08127826892
Fax: 0711-442318

The foregoing record represents the understandings reached between **EASTERN VISAYAS STATE UNIVERSITY (EVSU) AND PALEMBANG UNIVERSITY (UNPAL)** upon the matters referred to therein.

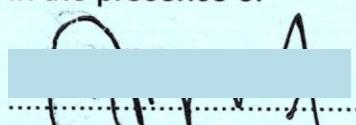
IN WITNESS WHEREOF, the undersigned being duly authorised by their respective organisations, sign this MoU on the date as written below.

Signed by
For and on behalf of
PALEMBANG UNIVERSITY,
Indonesia


.....
DR. ALI DAHWIR, SH., MH
Rector, Palembang University

.....
Date

In the presence of


.....
ASRI MULYADI, ST., MT
Vice-Rector for Internationalization and
External Affairs

Signed by
For and on behalf of
EASTERN VISAYAS STATE
UNIVERSITY, Philippines


.....
DENNIS C. DE PAZ, PhD
President, Eastern Visayas State University 

.....
Date

In the presence of

[Redacted Signature]

DANILO B. PULMA, D.M.

Vice-President for Internationalization and
External Affairs

ANALYN C. ESPAÑO, D.A.

Vice-President for Research, Development and
Extension Services

LYDIA M. MORANTE, D.A.

Vice-President for Academic Affairs

BENEDICTO T. MILITANTE, JR., PhD

Vice-President for Administration and Finance

FAUSTITO A. AURE, MRD

Director, Internationalization for Higher Education

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, on the date and at the place first above written, personally appeared the following:

Name of Contracting Parties	Government Issued I.D. No.	Place Issued	Date Issued
Dr. Ali Dahwir	ID No: 16710405027400 06	Palembang, Indonesia	
Dr. Dennis C. de Paz	Passport ID ID No: p- P4161812B	DFA Tacloban City, Philippines	Dec. 09, 2019

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Understanding consisting of seven (7) pages including this page, on which the acknowledgment is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the organizations, agencies, or instrumentalities herein represented.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date above written.

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Page No.

Book No.

ANNEXURE A

[which shall be read and construed as the important part of this Memorandum of Understanding]

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
 - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the

Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Understanding, involving technical, business,

marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

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.

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.

ASPI MUJAVADI, ST. MT
Vice-Rector for Internationalization and External Affairs

DR. ALPDAHMAN, SA. MA
Rector, Palembang University

DR. DENNIS C. DE PAZ
EVSU University President

DR. DANILO B. PULMA
EVSU VP for Internationalization and External Affairs

DR. BENEDICTO T. MONTANTE JR.
EVSU VP for Administration and Finance

DR. ANALYN C. ESPAÑO
EVSU VP for Research Development and Extension Service

DR. LYDIA M. MORANTE
EVSU VP for Academic Affairs

PROF. ROSHYSA, AURE
EVSU Director for Internationalization for Higher Education