



MEMORANDUM OF UNDERSTANDING

between

UNIVERSITAS ISLAM INDONESIA

and

EASTERN VISAYAS STATE UNIVERSITY

THIS MEMORANDUM OF UNDERSTANDING is made on _____
(hereinafter referred to as "MoU");

BETWEEN

UNIVERSITAS ISLAM INDONESIA, a private higher education institution which is established by national leaders of Indonesia and having its address at Jalan Kaliurang km. 14,5 Yogyakarta 55584, Indonesia (hereinafter referred to as "UII") as another part.

AND

EASTERN VISAYAS STATE UNIVERSITY, a public institution of higher education with office address at Archbishop Lino Gonzaga Avenue, Tacloban City, Leyte, herein represented by its University President, DR. DENNIS C. DE PAZ, hereinafter referred "EVSU".

UII and EVSU are hereinafter individually referred to as the "Party" and collectively referred to as "Parties".

PARTIES HEREBY AGREED to enhance relations between the institutions and explore opportunities to develop, support and enrich the educational programme in areas that will be beneficial upon the understanding terms as contained herein.

1. AREAS OF COOPERATION

1.1 UII and EVSU will, subject to the relevant and applicable laws, rules, regulations and national policies from time to time in force, endeavour to take necessary steps to promote cooperation in the following area:

- (a) Exchanges of academic materials and other information;
- (b) Exchanges of staff and visiting professor;
- (c) Research projects and joint initiatives;
- (d) Customized short-term academic and research;
- (e) Professional development programs such as trainings and seminars;
and
- (f) Student mobility, exchange and credit transfer, student exchange and mobility.

2. EFFECT OF MOU

2.1 UII and EVSU agree that this MoU shall be identified as the principle document on the Parties' cooperation. An agreement concerning any programme or activities shall be entered into prior to its commencement and the Parties shall not be legally bound until and unless a definitive agreement has been negotiated, approved and duly executed by the Parties' authorised representatives.

- 2.2 The Parties further agree that the terms and conditions of any cooperative projects that may be conceived pursuant to or arising out of this MoU shall be the further subject matter of separate agreements to be negotiated and agreed upon by the Parties and/or any third parties (if applicable) provided always the decision whether to initiate and/or implement any proposed cooperative projects shall be subject to the availability of funds and other resources on the part of each Party.
- 2.3 Notwithstanding the statements and understandings herein, this MoU shall not constitute any admission of fact or liability and not to be construed so as to create a legal relationship under domestic or international laws or constitute a joint venture partnership or formal business organisation or as the agent of the other between the Parties.

3. DURATION, EFFECTIVE DATE AND TERMINATION

- 3.1 This MoU shall remain in effect for a period of five (5) years from the date of this MoU. Any Party may terminate the MoU by giving one (1) months' written notice to the other Parties and may be renewed upon a mutual consent between the Parties.
- 3.2 In any case, this MoU shall be terminated in advance upon the occurrence of any of the following events, whichever occurs first:
- (a) In case of either party deciding to terminate this MoU, notice of three months in writing must be given to the other party;
 - (b) Mutual agreement of the Parties;
 - (c) Upon the execution of a definitive Agreement among the Parties which supersedes this MoU.

4. FINANCIAL ARRANGEMENTS

- 4.1 This MoU will not give rise to any financial obligation by one Party to other. Each Party will bear its own cost and expenses in relation to this MoU.

5. NAME, BRAND, AND LOGO


- 5.1 Any use of the brand materials (including name, acronym, official emblem, logo, trade mark or any variation thereof or other intellectual property that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes) shall first obtain a written consent and comply with the guidelines of the other Parties' brand materials.

6. **CONFIDENTIALITY**


- 6.1 All information exchanged, acquired and shared pursuant to this co-operation shall be strictly confidential and shall not under any circumstances be divulged by the recipient party to any third party without prior written consent of the originating party unless the same information has lawfully become part of the public domain.
- 6.2 The terms of this co-operation, and the information concerning any activity or programme in this co-operation, including but not limited to performance information and analysis, strategies, plans, personalities, policies, intellectual property and any plans relating to the same shall not be disclosed to any third party whatsoever without the prior written consent of both parties.

IN WITNESS WHEREOF, this MoU has been executed on behalf of the Parties by their duly authorised representatives as of the date first above written.

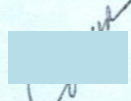
Signed by
For and on behalf of
Universitas Islam Indonesia


[Redacted]
PROF. FATHUL WAHID, S.T., M.SC., PH.D.
Rector


in the presence of:



[Redacted]
DR. RER. NAT. DIAN SARI UTAMI, S.PSI., M.A.
Director of Partnership & International Affairs

Signed by
For and on behalf of
Eastern Visayas State University


[Redacted]
DENNIS C. DE PAZ, PH.D.
University President

in the presence of:


[Redacted]
DANILO B. PULMA, DM
VP for Internationalization and External Affairs
danilo.pulma@evsu.edu.ph


[Redacted]
FAUSTITO A. AURE, MRD
Director, Internationalization for Higher
Education
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