



UTM
UNIVERSITI TEKNOLOGI MALAYSIA

MEMORANDUM OF UNDERSTANDING

BETWEEN

**CAGAYAN STATE UNIVERSITY (CSU),
PHILIPPINES**

AND

**UNIVERSITI TEKNOLOGI MALAYSIA (UTM),
MALAYSIA**

MEMORANDUM OF UNDERSTANDING
BETWEEN
CAGAYAN STATE UNIVERSITY, PHILIPPINES AND
UNIVERSITI TEKNOLOGI MALAYSIA

 This **MEMORANDUM OF UNDERSTANDING** is made and entered into this 17th day of April, 2023 between **CAGAYAN STATE UNIVERSITY**, (hereinafter referred to as “**CSU**”) having its registered address at Caritan Highway Tuguegarao, 3500 Cagayan Philippines, Philippines of the one part and **UNIVERSITI TEKNOLOGI MALAYSIA (UTM)** where its official address at Campus Skudai, 81310 UTM Skudai, Johor Bahru, Malaysia.

Hereinafter collectively referred to as “the Parties”.

 **WHEREAS**, both parties hereto desire to do so in order to promote exchange and cooperation in education, research and social services as well as to foster and strengthen relationship between Cagayan State University and Universiti Teknologi Malaysia.

AND WHEREAS:

-  A. The Parties agree to cooperate and broaden their relationship and exchanges;
- B. The Parties hereto desire to give priorities to each other in the promotion and development of cooperation in areas of mutual benefits;
- C. Both parties agree that all program activities to be carried out shall be based on mutual interest and advantages.

NOW, THEREFORE, THE PARTIES AGREE AND RECOGNIZE the following:

 1. GENERAL AREAS OF CO-OPERATION

1.1 The Parties agree that cooperation shall be carried out through such activities of programs relating to, but not limited to:

- (a) Education and research;
- (b) Further training of staff;
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- (c) Exchange of lecturers;
- (d) Exchange of students;
- (e) Exchange of scholarly materials and information; and
- (f) Any other fields related.

1.2 Both universities agree that program and activity enumerated are not exclusive and the parties may agree to include such other programs and activities as may be necessary and identified later which shall be mutually discussed and agree upon in writing by both parties prior to the initiation of the particular program or activity and such shall be negotiated as required.

1.3 The Parties, within their capacities will cooperate to promote and develop programs in technological education.

1.4 The Parties shall each designate a coordinator to manage the program activities. Each party shall nominate and appoint a coordinator from its staff to coordinate activities and facilitate the development of such joint activities.

2. SCOPE OF COLLABORATION

The Parties agree and acknowledge that collaboration may develop the following programs:

- (a) Developing the curriculum and exchanging of scholarly publications subject to the approval of both parties;
- (b) Joint Research and Development (R&D) subject to approval of both parties;
- (c) UTM shall give priority to the lecturers of CSU to further post graduate studies at UTM, and CSU shall give priority to the lecturers of UTM to further postgraduate studies at CSU;
- (d) Activities of exchange of staff include study tour, conducting research and/or supervision student project, staff secondment for improving and research, attending seminars, colloquiums and academic discussions;
- (e) Activities of students exchange include study tour, courses attendance and research;

- (f) Other analogous programs and activities the parties may agree to.

3. COST AND EXPENSES

Any cost and expenses incurred in performing any activity pursuant to this Memorandum such as training and advisory visits and staff attachments, etc. shall be negotiated to the mutual acceptance of both parties.

4. OWNERSHIP

Ownership on whatever products of studies/research shall belong to both parties signatory of this Memorandum and no publication of the products of study of research is allowed to publish without the consent of both parties.

5. DURATION AND TERMINATION

- (a) This Memorandum shall enter into force at the day of signature by the signatory of each party and shall remain in force for five (5) years unless terminated by one of the parties giving three (3) months notice to the other.
- (b) This Memorandum shall be reviewed at the end of the third (3) year to determine the effectiveness to continue or terminate.
- (c) Where such termination occurs, the provision of this Memorandum shall continue to apply to on-going activities until their completion.

6. RELATIONSHIP BETWEEN THE TWO PARTIES

No part of this Memorandum shall be interpreted as to allow any other cooperation or business organization to register on behalf of the two parties or appoint one of the parties as the agent of the other party.

7. CONFIDENTIALITY

All information and or data that may be exchanged, acquired and shared in connection with the area of cooperation between CSU and UTM pursuant to this Memorandum shall be treated with strict confidentiality and shall not under any circumstance be divulged by the receiving party unless the same is already in public domain.

8. GOVERNING LAW

This Memorandum shall be applied in accordance with the laws and regulations in force in the territory of each cooperating party, in respect of activities taking place in the party's territory.

9. NOTICES

Any notices, approval, application or any form of communication that is required to be given by any parties under this Memorandum shall be in writing and shall be deemed to be sufficiently served:

- (a) In the case of delivery by hand, on the day of delivery.
- (b) In the case of delivery by post (prepared post), on the 7th (seventh) business day after posting.
- (c) In the case of communication by facsimile, on the sender receipt of transmission report which purports to confirm that the addressee has received such facsimile.

10. AMENDMENTS

- (a) This Memorandum may be amended or varied by mutual consent of both parties and such amendments or variation shall be in writing and signed by duly authorized representative of CSU and UTM.

- (b) Such agreed amendments or variation shall be attached to this Memorandum and made an integral part thereof.

[Signature]

(The remainder of this page is intentionally left blank)

[Signature]

[Signature]

[Signature]

[Signature]

IN WITNESS WHEREOF THE PARTIES HERE TO SET THEIR HAND THE DAY AND
YEAR FIRST ABOVE WRITTEN:

SIGNED BY

For and on behalf of

UNIVERSITI TEKNOLOGI MALAYSIA

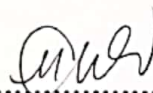


Prof. Datuk Ir. Ts. Dr. Ahmad Fauzi bin Ismail
President/Vice Chancellor

SIGNED BY

For and on behalf of

CAGAYAN STATE UNIVERSITY



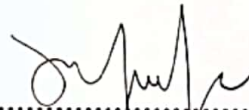
Dr. Urdujah G. Alvarado, CESO II
President

In the presence of



Prof. Dr. Rahmat bin Mohsin
Dean,
Faculty of Chemical and Energy Engineering

In the presence of



Dr. Mariden V. Caulan
Vice President,
Academic Affairs



Prof. Maria Nilda M. Muñoz
Senior Scientist
Cagayan State University