

MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIVERSITI TEKNOLOGI MARA (UiTM),
MALAYSIA**

AND

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



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**UNIVERSITI
TEKNOLOGI
MARA**



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PHILIPPINES**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as MoU) is made on this ____ day of ____ 2021.

BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as “**UiTM**”), a public university established under the Universiti Teknologi MARA Act 1976 and for the purpose of this MOU, is represented by UiTM Cawangan Kelantan (hereinafter referred to as “**UiTMCK**”), a branch campus, having its address at Bukit Ilmu, 18500, Machang, Kelantan, Malaysia.

AND

CAGAYAN STATE UNIVERSITY (hereinafter referred to as “**CSU**”), a public university established through Presidential Decree 1436, later amended by Republic Act 8292 by the integration of all publicly supported higher education institutions in the province of Cagayan whose address is at Caritan Hwy, Tuguegarao, 3500 Cagayan, Philippines and shall include its lawful representatives and permitted assigns.

UiTM and **CSU** hereinafter shall be referred to singularly as “the Party” and collectively as “the Parties”.

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.

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 strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2: 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, endeavour would act as a stimulus for a wide range of collaborative activities including but not restricted to:
 - 1.1 Development of collaborative research projects.
 - 1.2 Working to sign twinning agreements between scientific departments or centres with similar specialties in the universities and educational institutions of both institutions.
 - 1.3 Organization of joint academic and scientific activities.
 - 1.4 Exchange of publications, reports and other academic materials of common interests.
 - 1.5 Other activities and programmes in areas of mutual interest, benefiting both Parties.
2. For the purpose of implementing the co-operation in respect of any area stated in paragraph 1 the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties and/or any third parties, wherever applicable, PROVIDED ALWAYS the

decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each Party.

ARTICLE 3: FINANCIAL ARRANGEMENTS

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

ARTICLE 4: 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 5: 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 6: ENTRY INTO EFFECT AND DURATION

1. This MoU will come into effect on the date of signing and will remain in effect for a period of **THREE (3) years**.
2. This MoU may be extended for a further period as may be agreed in writing by the Parties.
3. This MoU may be terminated by either Party giving written notice to the other at least **THREE (3)** months prior to the proposed date of termination.

ARTICLE 7: NOTICES

Any communication under this MoU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address of **UiTM** or **CSU** 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 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 or facsimile number which is duly acknowledged

To : **UNIVERSITI TEKNOLOGI MARA**

Attn to : Associate Professor Dr Maheran binti Zakaria

Address : Universiti Teknologi MARA, Kelantan Campus, Bukit Ilmu,
18500, Machang, Kelantan, Malaysia.

Tel no. : + 60 199399919

Fax no. : + 60 9762156

E-mail : maher835@uitm.edu.my

To : **CAGAYAN STATE UNIVERSITY**

Attn to : Dr Gigid T.Battung

Address : Cagayan State University, Andrews Campus, Caritan Sur,
Tuguegarao City, Cagayan, Philippines, 3500

Tel no. : + 63 927580 6341

Fax no : + 078 844 4119

E-mail : gigedbattung@csu.edu.ph

ARTICLE 8: PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. All right, title and interest in copyright and other intellectual property rights and all other materials supplied by one party to the other shall, together with any improvements or modifications at all times remain vested with the supplying party or original owner.
2. Neither party may gain any right or interest in the other party's name and logo or the goodwill associated with them, and neither party may give permission to any third party to use the other party's name and logo.

ARTICLE 9: VARIATION

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties here to.

IN WITNESS WHERE OF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding in duplicate at **UNIVERSITI TEKNOLOGI MARA** on this 13..... day of July..... in the year 2021 in **TWO (2)** original texts,

Signed by
For and on behalf of
**UNIVERSITI TEKNOLOGI MARA,
MALAYSIA**

Signed By
For and on behalf of
**CAGAYAN STATE UNIVERSITY,
PHILIPPINES**

By

By



.....
**ASSOCIATE PROFESSOR DR
ZULKIFLI MOHAMED P.S.K.**
(Exercising the Functions of the
Rector)
Universiti Teknologi MARA (UiTM)
Kelantan Branch

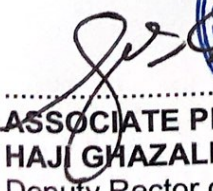

.....
DR URDUJAH G. ALVARADO
President

Date: 13.7.2021.....

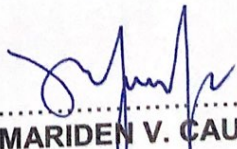
Date:

In the presence of:

In the presence of:



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**ASSOCIATE PROFESSOR Ts. DR
HAJI GHAZALI OSMAN**
Deputy Rector of Academic Affairs
Universiti Teknologi MARA (UiTM)
Kelantan Branch


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DR MARIDEN V. CAULAN
Vice President
Academic Affairs