



UNITAR
INTERNATIONAL
UNIVERSITY

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**UNITAR INTERNATIONAL UNIVERSITY
(UNITAR),
MALAYSIA**

MEMORANDUM OF UNDERSTANDING FOR ACADEMIC PARTNERSHIPS BETWEEN INSTITUTIONS

This Memorandum of Understanding ("MOU") is effective of the last signature date set forth below ("May 27, 2022") and entered into between:

PARTY A:

UNITAR International University (hereinafter referred to as "**UNITAR**"), a private higher education institution in Malaysia with its office address at Tierra Crest, Jalan SS6/3, Kelana Jaya, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia.

PARTY B:

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 institution in the province of Cagayan whose address is at Caritan Highway Tuguegarao, 3500 Cagayan Philippines and shall include its lawful representatives and permitted assigns.

(UNITAR and CSU shall individually be referred to as the "**Party**" and collectively the "**Parties**").

Background:

- (A) UNITAR offers academic and skills-based qualifications in multiple modes of delivery (*on-site, online, and hybrid*) across all levels of study (*Micro-Certificate, Certificate, Foundation, Diploma, Bachelor, Master, and Doctorate*) for the local and international market.

CSU offers the most undergraduate and graduate programs in the province of Cagayan that are anchored on the needs of the local and international industries. The university trains the students in liberal arts, social sciences, law, medicine, allied professions, business and economics, natural sciences, engineering technology, agriculture and fisheries and teaching among others, to be highly skilled and globally competent.

- (B) UNITAR and CSU are evaluating a potential institutional relationship to foster academic exchange and cooperation between the Academic Faculties and Schools.

1. Objective

The principal objective of this MOU is for the Parties to develop initiatives and opportunities for collaboration. The collaboration in any specific area will be subject to availability of resources and mutual agreement by the Parties.

2. Scope of Collaboration

The Parties intend to work together to achieve the respective contributions attributed to them in Schedule 1 of this MOU.

3. Term and Termination

- 3.1 The duration of this collaboration shall commence for a period of five (5) years from the Effective Date. The Parties shall review the status of collaboration and may extend it on such terms as mutually agreed in writing.
- 3.2 Either Party may terminate this MOU at any time by providing a 90 days' prior written notice to the other Party. In the event of a termination pursuant to this clause, the Parties shall cease the use of all promotional and academic collateral and content, as well as all rights and licenses granted by one Party to the other Party will terminate immediately. Neither Party will be liable for any costs, expenses, or damages as a result of termination of this MOU.

4. Publicity

Except as expressly permitted elsewhere in this MOU, neither Party shall provide any description of this MOU or the relationship contemplated herein to any traditional or online media without first obtaining the prior written consent of the other Party (email acceptable).

5. Non-Exclusivity

This MOU is non-exclusive. Nothing in this MOU restricts either Party from collaborating or entering into any agreement with any third Party relating to matters within the scope of this MOU.

6. Confidentiality

6.1 If either Party ("**Recipient**") under this MOU gains access to Confidential Information of the other Party ("**Discloser**"), then the terms of this clause will apply. Recipient will: (a) not use Confidential Information in any way for its own benefit or any third Party, except as expressly permitted by or as required to implement, this MOU; (b) protect Confidential Information using the same degree of care it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care; (c) not disclose Confidential Information to any third Party except to its employees, attorneys, accountants and other advisors who (i) have a need to know it in order to carry out their obligations under the MOU, and (ii) are under written confidentiality and non-use obligations at least as restrictive as those stated in this MOU or (ii) as required by law; and (d) not modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information, to the extent applicable, unless authorized in writing by Discloser.

6.2 "**Confidential Information**" means any information disclosed under the MOU that (a) if tangible, is clearly marked as "Confidential" or with a similar designation; (b) if intangible, is identified as "Confidential" by Discloser at the time of Disclosure and confirmed in writing to Recipient as being Confidential Information; or (c) from the relevant circumstances should reasonably be known by recipient to be confidential (e.g. pricing, non-public Personal Data, etc.). Confidential Information does not include any portion of the information that Recipient can prove (i) was rightfully known to Recipient before receipt from Discloser; (ii) was generally known to the public on the Effective Date; (iii) becomes generally known to the public after the Effective Date, through no fault of Recipient; (iv) was received by Recipient from a third Party without any confidentiality obligation; or (v) was independently developed by Recipient without breach of this Clause. **Error! Reference source not found.** The Discloser owns all right, title and interest, including all patent, copyright, trademark, trade secret rights and any other intellectual property or proprietary rights in any jurisdiction, including any and all applications, renewals, extensions and restorations thereof, in the Discloser's Confidential Information.

7. Personal Data

The Parties will comply with all applicable international, federal, state, provincial and local laws relating to the privacy, confidentiality, security, and protection of Personal Data as amended, implemented, and enacted in the various legislations in the country of each Party and that of the European Union and/or other International Economic Areas, where applicable ("**Data Protection Laws**").

"**Personal Data**" means information about an individual that (a) can be used to identify, contact or locate a specific individual, including data that the Parties choose to provide each other; (b) can be combined with other information that is linked to a specific individual to identify, contact or locate a specific individual; or (c) is defined as "personal data" or "personal information" by applicable laws or regulations relating to the collection, use, storage or disclosure of information about an identifiable individual.

8. Disputes and Governing Law

- 8.1 The Parties agree that all disputes arising pursuant to this MOU shall be resolved by way of negotiations and discussions and with a view to an amicable settlement and mutual benefit of both Parties.
- 8.2 In no event shall any Party commence any judicial or arbitral proceeding against another Party without first providing to the other Party to the Dispute written notice of the Dispute with sufficient detail, including reference to the contractual provisions at issue, to allow the other Party to evaluate the dispute and negotiate its resolution.
- 8.3 If no settlement can be reached through mutual negotiations, the resolution will be governed by and construed in accordance with the laws of Malaysia. The Parties irrevocably agree that the courts of Malaysia have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this MOU.

9. Miscellaneous

- 9.1 The Parties acknowledge and agree that this MOU is not intended to be legally binding, except as expressly set out herein: Clauses 3.2, 4, 5, 6, 7, 8 and 9 are intended to be legally binding.
- 9.2 Notices under this MOU will be in writing and delivered by confirmed email, by personal delivery or commercial overnight courier to the addresses set forth above. Notices will be effective on the date of delivery.
- 9.3 This MOU does not create a partnership or joint venture between the Parties. Nothing in this MOU shall be construed as creating any expectation (express or implied) between the Parties around any future collaboration or commercial relationship.
- 9.4 Except as expressly provided for elsewhere in this MOU, each Party will be responsible for all costs and expenses incurred by such Party in performing its obligations or exercising its rights under this MOU.
- 9.5 Any assignment of this MOU in whole or in part without the other Party's prior written consent will be null and void. If any provision of this MOU is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the intention of this MOU; the remaining provisions will not in any way be affected.
- 9.6 This MOU constitutes the entire agreement between the Parties with respect to the subject matter of this MOU. This MOU may be amended only in writing and signed by both Parties. The Parties may sign this MOU electronically and in counterparts, each of which is deemed to be an original and all of which taken together comprise a single document.

Memorandum of Understanding (Academic Partnership)
UNITAR International University (Malaysia) & Cagayan State University (Philippines)

SIGNED FOR AND ON BEHALF OF
UNITAR INTERNATIONAL UNIVERSITY



Name: **Professor Emeritus Tan Sri Dato' Sri Ir. Dr. Sahol Hamid Abu Bakar**

Title: Vice Chancellor

Date Signed: 26 May 2022

SIGNED FOR AND ON BEHALF OF
CAGAYAN STATE UNIVERSITY



Name: **Dr. Urdujah G. Alvarado, CESO II**

Title: President

Date Signed: _____

WITNESSED BY



Name: **Haji Abd Razak Muhamad**

Title: Registrar

Date Signed: 26 May 2022

WITNESSED BY



Name: **Dr. Mariden V. Caullan**

Title: Vice President for Academic Affairs

Date Signed: _____

WITNESSED BY



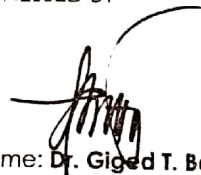
Name: **Badrie Abdullah**

Title: Director

Partnerships and Collaborations

Date Signed: 26 May 2022

WITNESSED BY



Name: **Dr. Gided T. Battung**

Title: Vice President

Partnership and Resource Mobilization

Date Signed: _____