

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**MANILA CENTRAL UNIVERSITY (MCU)**

**AND**

**(Nama Perguruan Tinggi)**

This **Memorandum of Agreement** (MoA) is made on

this day ,Thusday of 1st December 2022

**BETWEEN**

**MANILA CENTRAL UNIVERSITY (MCU) (Registration No: DKU038(W)**, a private higher education institution established under the Malaysian law known as PRIVATE HIGHER EDUCATIONAL INSTITUTION ACT 1996 (Act 555) which is main campus at Jl. MX5P+JF5, Calle Cuatro, Morning Breeze Subdivision, Caloocan, 1400 Kalakhang Maynila, Filipina (hereinafter referred to as “**MCU**”) and shall include its lawful representatives and permitted assigns of the first part;

**AND**

**(Nama Perguruan Tinggi) [Company No: xx]** is a company XX having its registration/business address atXX (hereinafter referred to as “**(Nama Perguruan Tinggi)**”) and shall include its lawful representatives and permitted assigns of the other part;

(**MCU** and **(Nama Perguruan Tinggi)** hereinafter referred to singularly as “the Party” and collectively as “the Parties”)

**WHEREAS**

1. **MCU** is inspired to become a world class institution in promoting holistic education. **MCU**  recently became one of established name in the education world especially in the associate medical and health by getting its full status as University College in 2018.
2. **(Nama Perguruan Tinggi)** is an established university/professional/research centre which strives to strengthen its research and educational abilities, and has entered into various collaborative arrangements with others to enhance its academic links and cooperation.
3. The Parties are desirous of entering into this MoA 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 MoA and the laws, rules, regulations and national policies from time to time in force in Malaysia, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

**ARTICLE II**

**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 in Malaysia and Indonesia, endeavour to take necessary steps to encourage and promote co-operation in the following study areas:

Health Promotion

Environmental Health

Occupational Safety and Health

Medical Laboratory Technology

Medical Science

1. Provide academic exchange, advisory, articulation, credit transfers and mobility programmes for students and academic staffs. Exchange of 2 staffs and 2 students for but not limited to adjunct appointments, short- and long-term research attachments, co-supervision of students conducting research and student internships. Credit transfers will be awarded accordingly as mutually agreed between both parties;
2. Exchange of Academic Staffs
3. Both parties will facilitate visits by academic staffs from the other. Visiting academic staffs will comply with administrative procedures required by and the regulations of the host institution.
4. Both parties may provide economic support for academic staffs from the other institution, but are not required to do so.
5. Both parties will provide assistance to visiting academic staffs from the other institution in securing living accommodations, but are not required to provide such accommodations.
6. Both parties will accord to visiting academic staffs from the other facilities, opportunities to audit lectures free of charge, and to the extent possible other common courtesies generally granted to visiting scholars.
7. Student Exchanges
8. Both parties will exchange undergraduate and postgraduate students. The detailed conditions governing such student exchanges will be set further in appendix to this memorandum.
9. Provide 2 (two) joint teaching and learning activities in the field of health and medical science virtually or physically that shall be mutually discussed and agreed upon by both parties prior to the initiation of that activities. The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the parties;
10. Academic, curriculum and academic quality management collaboration including materials and other information exchange programmes. Each party shall involve in at least one (1) curriculum development or as agreed by both parties.
11. Collaborative research and publication. Each party will endeavour to strengthen, promote and develop two (2) research and joint publication cooperation in the field of health and medical science. Impact and intervention between the Parties on the basis of equality and mutual benefit;
12. Joint participation in hosting two (2) international conferences, seminars, symposiums, workshop and other activities agreed by both parties;
13. any other areas of co-operation to be mutually agreed upon by the Parties.
14. The terms of co-operation for each specific activity implemented under this MoA shall be mutually discussed and agreed upon by both Parties in a legally binding agreement prior to the initiation of that activity. The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties.
15. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties shall 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”.

**ARTICLE III**

**FINANCIAL ARRANGEMENTS**

1.This MoA will not give rise to any financial obligation by one Party to other.

2. Each Party will bear its own cost and expenses in relation to this MoA.

**ARTICLE IV**

**EFFECT OF MEMORANDUM OF UNDERSTANDING**

This MoA 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 construed so as to constitute a joint venture partnership or formal business organisation 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 MoA will come into effect on the date of signing and will remain in effect for a period of five (5) years. Notwithstanding the aforesaid, either Party may terminate this MoA by giving three (3) months’ written notice to the other Party.

2. This MoA may be extended for a further period as may be agreed in writing by the Parties subject to the terms and conditions to be agreed upon by the Parties.

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**ARTICLE VII**

**NOTICES**

1. Any communication under this Memorandum of Understanding will be in writing in English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of PICOMS or the PKKB, as the case may be, shown below or to such other address or electronic mail address of facsimile 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 : MANILA CENTRAL UNIVERSITY (MCU**

Jl. MX5P+JF5, Calle Cuatro, Morning Breeze Subdivision, Caloocan, 1400 Kalakhang Maynila, Filipina

 (Attn: …………………………………….)

Tel: [+63 2 8364 1071](https://www.google.com/search?q=manila+central+university+&bih=875&biw=1760&hl=id&sxsrf=ALiCzsaViSLVjJ-wmldIsMi7z5RQVboXsg%3A1665542293652&ei=lShGY568J5vLz7sPn6mj4A4&ved=0ahUKEwje2pXG1Nn6AhWb5XMBHZ_UCOwQ4dUDCA0&uact=5&oq=manila+central+university+&gs_lcp=Cgdnd3Mtd2l6EAMyBAgjECcyCAguEIAEEMsBMggIABCABBDLATIICAAQgAQQywEyCAgAEIAEEMsBMggIABCABBDLATIICAAQgAQQywEyCAgAEIAEEMsBMggIABCABBDLATIICAAQgAQQywE6CggAEEcQ1gQQsAM6BwguELADEEM6DQgAEOQCENYEELADGAE6BggAEBYQHkoECE0YAUoECEEYAEoECEYYAVDIEFjZF2DRHmgBcAF4AIAB-wGIAa4FkgEFMC4zLjGYAQCgAQHIAQ7AAQHaAQYIARABGAk&sclient=gws-wiz)

Fax : 03-6187 9510

Emial : hello@mcu.edu.ph

To: **(Nama Perguruan Tinggi)**

Address:

(Attn:)

Tel:

Fax :

Email:

**ARTICLE VIII**

**REVISION, VARIATION AND AMENDMENT**

1. Any Party may request in writing a revision, variation or amendment of this MoA.

2. Any such revision, variation or amendment shall be mutually agreed to by the Parties in writing and shall form part of this MoA.

3. Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

4. Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoA before or up to the date of such revision, variation or amendment.

**ARTICLE IX**

**MISCELLANEOUS**

1. The parties hereby agree that they are not bound exclusively by this MoA and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party during the terms of this MoA.

2. This MoA shall be governed by and interpreted in accordance with the laws of Malaysia

The foregoing record represents the understandings reached between PICOMS or the PKKB upon the matters referred to therein.

***The rest of this page is intentionally left blank***

Signed in duplicate on this ………. day of …………………….. in the year …………. in English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

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| Signed byfor and on behalf of the **MCU**……………………………………………**PROF DR. …….**Deputy Vice Chancellor | Signed byfor and on behalf of **(Nama Perguruan Tinggi)**……………………………………………**(Nama Direktur,Ketua, Rektor Perguruan Tinggi)**.Director of (Nama Perguruan Tinggi) |