MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed by and between.

The **UNIVERSITY OF THE PHILIPPINES**, the national university of the Philippines founded under Act No 1870 and strengthened under Republic Act No 9500, represented herein by **DR. CARMENCITA D. PADILLA**, Chancellor of its constituent university, University of the Philippines Manila, with office address at the 8ᵗʰ floor RCB Building, Philippine General Hospital, Taft Avenue, Manila," hereinafter referred to as the, "UP Manila";

and

CHIANG MAI UNIVERSITY, an institution of higher learning, is an educational institution duly existing under the laws of the Kingdom of Thailand, with principal office at Chiang Mai, Thailand, represented herein by its President, **CLINICAL PROFESSOR NIWES NANTACHIT, M.D.**; hereinafter referred to as "CMU";

and

SURAKATA HEALTH POLYTECHNIC, an institution of higher learning, is an educational institution duly existing under the laws of the Republic of Indonesia by its Director, **SATINO, MSc. N**, hereinafter referred to as "SHP"

(hereinafter collectively called the "Universities")

WITNESSETH

WHEREAS, the Universities, wishing to enhance the exiting cooperative relations among them, join in the following Memorandum of Understanding (MOU) on educational, research and scientific cooperation;

WHEREAS, to the extent feasible, the Universities shall encourage contact and cooperation among their students, faculty members, departments and research institutions;

WHEREAS, the Universities enter into this MOU under the following terms and conditions.

I. **Forms of cooperation**. The Universities shall cooperate in fields that are mutually acceptable and subject to the requirement of each university's own academic programs, research activities and other academic undertakings, such as but not limited to

A. Joint research;
B. Co-creation of graduate curricula;

C. Consultancy services;
D. Exchange of information, including but not limited to research publications;
E. Organization and/ or participation in training activities (e.g., seminars, lectures, and academic meetings);
F. Exchange of students;
G. Exchange of faculty

II. **Specific academic projects.**

  A. The Universities shall identify specific academic projects that they may decide to undertake collaboratively within the period of effectivity of this MOU.
    1. Identified representatives from the Universities will conduct a needs assessment study on the institutionalization of an international master's program in occupational therapy;
    2. Draft a graduate curriculum in occupational therapy based on the findings of the needs assessment study;
    3. Create a consortium composed of three universities within the ASEAN region (Philippines, Thailand, and Indonesia) that will offer the international master's program in occupational therapy in a blended learning set-up

  B. The details and other implementing guidelines shall be agreed upon in writing by the parties in subsequent specific **Memorandum of Agreements (MOA)**

III. **Faculty exchange or secondment.** In case of faculty exchange or on secondment between the Universities, the rules and procedures governing such activity shall be in accordance with the policies of each university and approved in writing by the representatives of each university.

IV. **Non-piracy.**

  A. Acknowledging that each of them have invested in the development and training of their respective faculty members and academic personnel, the Universities agree not to solicit for employment or "pirate" each other's faculty members and academic personnel;

  B. Any recruitment of a faculty shall require prior written consent of the university to which the faculty member belongs, subject to the following pre-requisites:

    1. the transfer of the faculty shall not result to the disruption of ongoing academic programs or projects of his/her university;
    2. the faculty shall be required to settle any outstanding obligations with his/her university, and
    3. the recruiting university shall be required to guarantee the payment of any outstanding obligations of the said faculty, in behalf of the latter's university

V. **No legal partnership.** Nothing contained or implied in this Agreement shall constitute or be deemed to constitute a legal partnership between the Universities.

VI. **Intellectual property rights.**

A. Each university shall retain all rights in and to its patents, patent applications, patent disclosures, inventions and improvements (whether patentable or not), copyrights and copyrightable works (including computer programs) and registrations and applications therefor, including any software, firmware, or source code, trade secrets, know-how, database rights, drawings and all other forms of intellectual property (other than trademarks; collectively, intellectual Property) created, developed or conceived prior to the Effective Date of the specific MOA entered into by the party

B. All research or projects outputs, discoveries, inventions and innovations produced by virtue of and pursuant to the specific MOA entered into by the Universities shall be in accordance with the intellectual property rights policy of the respective Universities

C. The Universities shall enter into a sharing agreement for such research or projects out-puts, discoveries, inventions and innovations in writing which shall include among others: ownership, the propriety of patent registration prior to publication, the party responsible for registration, exploitation, commercialization of the intellectual property; and, the economic sharing scheme in proportion to each university's contribution. In the absence of such agreement, the same shall be jointly owned by the Universities.

VII. **Publication.** Any publication or report arising from the activities undertaken by virtue of pursuant to this MOU in relation to the specific MOA entered into by the Universities shall clearly establish, identify, recognize and include in the publication, the names of the Universities, the principal authors, research and/or project leaders

VIII. **Financial arrangements.**

A. The Universities understand that all financial arrangement shall have to be negotiated and will depend on the availability of funds

B. All financial matters must be specified in the subsequent specific MOA

IX. **Representatives.** In order to ensure proper implementation and management, each university shall appoint a representative from conception, implementation, and evaluation to act as liaison officer for purposes of this MOU as well as any subsequent MOA

X. **Effectivity.**

A. Effect of Agreement. This Agreement shall take effect from the day this document is signed by the representative from the 3 universities, and remain in effect while activities are on-going. It may be renewed by mutual consent, if proposed by either university, every five (5) years

B. Amendment and Termination Agreement. This Agreement may be amended or terminated by mutual consent, if proposed by either university, by giving at least six months notice in writing to the other university. However, students already admitted to and participating in the program must be allowed to complete the program

C. This Agreement is written in English and signed in duplicate/triplicate by all universities. It may be translated into other languages for reference purposes

IN WITNESS WHEREOF, the parties hereunto set their hands on the date and place as indicated

CHIANG MAI UNIVERSITY by:

CLINICAL PROFESSOR NIWES NANTACHIT, M.D.
President of Chiang Mai University

Date: **1 4 DEC 2021**

Signed in the presence of:

PROFESSOR DR. SAKORN PORNPRASERT
Dean, Faculty of Associated Medical Sciences

SURAKARTA HEALTH POLYTECHNIC by:

SATINO, SKM., MSc.N.
Director of Polkesta

Date: **2 3 DEC 2021**

Signed in the presence of:

KHOMARUN, M.OT
President of Occupational Therapy High Education of Indonesia

UNIVERSITY OF PHILIPPINES by:

CARMENCITA D. PADILLA, MD, MAHPS
Professor & Chancellor, UP Manila

Date: **2 0 DEC 2021**

Signed in the presence of:

PROFESSOR MARIA ELIZA R. AGUILA, PhD
Dean, College of Allied Medical Professions