

ACARA KUNJUNGAN DARI VSAYAS STATE PHILIPINE DALAM RANGKA PENANDATANGAN MOU TANGGAL 11 JULI 2018





MEMORANDUM OF UNDERSTANDING

Between

HEALTH POLYTECHNIC OF DENPASAR

Denpasar City, Bali Province, INDONESIA

and

VISAYAS STATE UNIVERSITY

Visca, Baybay City, Leyte 6521-A PHILIPPINES

Preamble

The HEALTH POLYTECHNIC OF DENPASAR, herein referred to as "HPD", an institution of higher learning and for its commitment to the health development of the individual and society, duly represented herein by its Director, ANAK AGUNG NGURAH KUSUMAJAYA, SP., MPH.;

The VISAYAS STATE UNIVERSITY, herein referred to as "VSU", an institution of higher learning established under Presidential Decree No. 470 as amended by the presidential Decree No. 700 and converted into a state university by virtue of RA 9158 and 9437, with principal office address at Visca, Baybay City, Leyte, duly represented by its President, DR EDGARDO E. TULIN.

The parties have well established reputation in teaching and research and allied fields and consider international links and collaboration as essential component to strengthen program delivery and governance.

Purpose

This Memorandum of Understanding (MOU) is designed to foster a friendly relationship through mutual cooperation in teaching, research, and extension activities between HPD and VSU.

Both parties have reached agreement on the following areas of cooperation, subject to mutual consent and the availability of sufficient funding:

- Collaboration on research activities;
- Participation in seminars and academic meetings;
- Exchange of faculty;
- Student exchange program and academic material;
- Special short-term academic programs;

The terms of such mutual assistance and funding for any specific program and activity shall be mutually discussed and agreed upon writing by both parties prior to the initiation of a particular program.

Each institution will designate an individual to coordinate this program and all endeavors that may derive from it. Manpower for bilateral projects will be provided by both parties and common research teams will be formed.

Collaboration on Instruction, Research, Trainings and Other Extension Services

1. HPD and VSU faculty whose appointments and entitlements shall commensurate to their qualifications and shall be agreed upon by both parties;
2. HPD may invite qualified VSU faculty who shall be tapped as co-researchers from joint research projects depending on funding; and
3. VSU and HPD may invite each other's faculty as resource persons in the conduct of training programs and other extension activities with remuneration to be agreed upon before any activity commences.

Intellectual Property Rights and Publication

All research work conducted with the framework of this MOU will be available for publication with the consent of both parties. When results are patentable such publication will be carried only after the consent of all interested parties.

Confidentiality Agreement

The parties agree that all information including business information and research results transmitted during the term of this MOU and five years thereafter shall be deemed confidential and shall not without the prior consent of the disclosing party be used or disclosed to third party except those information that are already made public, or information that will be made available to the public by both parties.

Dispute of Resolution

Any dispute arising from this MOU shall be amicably resolved through consultation or negotiation between parties or such other means as the parties may decide.

Nonbinding Agreement

This MOU creates no right, benefit, or trust responsibility, substantive or procedural enforceable at law or equity. Each party operates under its own laws, regulations and policies subject to the availability of funds and resources.

Amendment

No amendment, consent or waiver of terms of this MOU shall bind either party unless in writing and signed by all parties. Any such amendment, consent or waiver shall be effective only in the specific instance for the specified purpose given. The parties to this MOU, by the signatures below of their authorized representatives, acknowledge having read and understood this MOU and agree to be bound by its terms and conditions.

Term of MOU

This MOU shall commence on the date of latest signature and be in effect for 5 years, at which time it shall be reviewed for possible extension. Either party may terminate this MOU by written