



UNIVERSITY OF THE CORDILLERAS (Philippines)

And

UNIVERSITY OF BATTAMBANG (Cambodia)

MEMORANDUM OF UNDERSTANDING

26 DECEMBER 2013

This Memorandum of Understanding (MoU) is made on the 26th of December 2013

BETWEEN

UNIVERSITY OF THE CORDILLERAS, an institution of higher learning, a body corporate established pursuant to the provisions of the Education Act of 1982 (BP 232) under the Commission on Higher Education; Baguio City, Philippines (hereinafter referred to as "UC") of the first party.

AND

UNIVERSITY OF BATTAMBANG, an institution of higher learning and a body incorporated in Cambodia founded by H.E. Deputy Prime Minister **Sar Kheng**, and one of the largest universities in Cambodia under the supervision of the Ministry of Education, Youth and Sports, (hereinafter referred to as "UBB") of the second party.

Whereas it is the intention of both parties to cooperate by entering into this Memorandum of Understanding bearing the following provisions;

REPRESENTATION

The University of the Cordilleras (UC) represents and warrants to UBB that:

- a) it is an institution of higher learning established under the laws of Education Act of 1982 (BP 232)
- b) It has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions and business as stipulated by this MoU;

- c) it has taken all necessary corporate actions to authorize the entry into and performance of this Memorandum of Understanding and to carry out the transactions stipulated by this MoU;
- d) at the execution date, neither the execution nor performance of this Memorandum of Understanding nor any transactions contemplated in this MoU will violate in any respect any provisions of:
 - (i) University statutes and other governing laws of the UNIVERSITY OF THE CORDILLERAS; or
 - (ii) any other document or MoU which is binding upon it or its assets;
- e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this MoU; and
- f) it has the necessary capability to undertake its responsibilities and acknowledges that UC has entered into this MoU relying on its representations and warranties as aforesaid.

WHEREAS

- A. UBB, an established University aimed to educate the leaders of tomorrow in a wide range of fields through a balance of theory and practice, and the integration of real world experiences into the academic education as well as to prepare them for a lifetime of learning, strives to enhance and strengthen its instruction, research, consultancy and publication and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.
- B. UBB has a mission to respond to the challenges facing the state in these changing times to help create an ideal model for education by developing a centre of learning and culture that encourages creativity, honesty, religious sensibility and thus fosters a spirit of humanity and tolerance. This vision is manifested in its endeavour to develop knowledge by creating an environment in which the campus is a centre of knowledge and culture that appreciates and respects academic freedom.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

Article I Objective of Cooperation

- 1. This Cooperation Program aims to foster advancement in teaching, research and cultural understanding of both parties through:
 - a. Collaboration in conducting courses of study at the undergraduate and postgraduate levels;
 - b. Collaboration in research projects;
 - c. The exchange of students for practicum and internship programs;

- d. The exchange of faculty members;
- e. The conduct of special projects for mutual benefit that may be agreed upon by both parties.

Article II Scope of Cooperation

2.1 Collaboration in Conducting Programmes of Study

- a. Both parties will collaborate in conducting the undergraduate and post graduate programs of study as may be agreed upon from time to time.
- b. Details of the collaboration program between UC and UBB will be agreed upon in a separate Memorandum of Agreement.

2.2 Collaboration in Research Projects

- a. Both parties will explore the possibilities of conducting research projects on a collaborative basis, with a view to the advancement of knowledge in research fields in which the two parties share research interests.
- b. The details of such collaboration will be worked out on a case to case basis by both parties and embodied in a separate Memorandum of Agreement.

2.3 Student Exchange and Practicum and Internship Programme

- a. The number of students for exchange and practicum and internship programs is subject to agreement between both parties.
- b. UC and UBB agree not to discriminate on the basis of sex, race, religion, nationality or class in the decision whether to accept a student under exchange, practicum and internship programs.
- c. The exchange of students must satisfy certain criteria as may be agreed upon by both parties.
- d. Details of student exchange, practicum and internship programs between UC and UBB will be agreed upon in a separate MOA.

2.4 Exchange of Faculty Members

- a. UC and UBB will promote cooperation and exchange between their faculty members.
- b. It is to be emphasized that the exchange will be based on, but not limited to, joint training programs, formulation of joint research programs, and exchange of teaching materials.
- c. The release of faculty members will be subject to the agreement of the Deans/Heads of Departments concerned from both institutions. ✓

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- d. The details of the faculty exchange program will be embodied in a separate MOA.

2.5 The Conduct of Special Projects for Mutual Benefit

- a. Under this arrangement, both parties shall explore the feasibility of working together on projects deemed to be mutually beneficial and viable for both parties.
- b. The details of the faculty special program will be embodied in a separate MOA.

Article III Financial Arrangements

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

Article IV Effect of Memorandum of Understanding

- 4.1 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, expressed or implied.

Article V No Agency

- 5.1 Nothing contained herein is to be construed as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so as to constitute either Party as the agent of the other.

Article VI Competent Authorities

- 6.1 The authorities responsible for the fulfilment of this MoU are the President of the University of the Cordilleras and the President/Rector of University of Battambang.

Article VII Duration and Variation

- 7.1 This MoU will come into force on the date when it has been signed by both parties. Its duration is three (3) years from that date. It may be renewed upon agreement by both parties, to be embodied in a separate MOA which shall

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- 7.2 This MoU can be amended only by written agreement with an authorized representative of each party.
- 7.3 Either party may terminate this MoU at any time by giving written notice to the other party at least thirty (30) days prior to the intended date of termination. Such termination will only be taken after mutual consultation in order to avoid any inconveniences. The parties shall continue to fulfil their obligations hereunder until all participants who have commenced the program may complete the term in session at the time of the termination or work that is in progress at the time of the termination.

ARTICLE VIII

Settlement of Disputes

- 8.1 Any differences or disputes between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations and in case it is of no avail, each party has the liberty to refer the said matter for "arbitration" without reference to any third party or international tribunal.

ARTICLE IX

Notices

9.1 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 or facsimile number of **UC** or **UBB**, 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	: UNIVERSITY OF THE CORDILLERAS
Address	: Gov. Pack Road, Baguio City Philippines 2600
Attn	: PRESIDENT
Tel no.	: +634423316
Fax no	: +63442-6268
E-mail	: jnicora@gmail.com

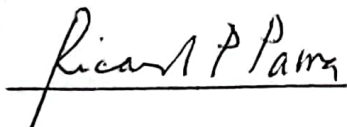
To	: UNIVERSITY of BATTAMBANG
Address	: Battambang City, Cambodia
Attn	: PRESIDENT
Tel	: (855)53 952 905
Fax	: (855)53 952 905
E-mail	: info@ubb.edu.kh
Website	: www.ubb.edu.kh ✓

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IN WITNESS WHEREOF the undersigned being duly authorized thereto, have signed this MoU in duplicate at _____ on this 26th day of December in the year 2013 in English original texts,

Signed for and on behalf of

UNIVERSITY OF THE CORDILLERAS



Dr. Ricardo P. Pama

President

Signed for and on behalf of

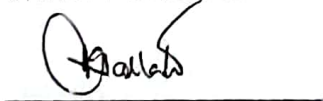
UNIVERSITY OF BATTAMBANG



Ms. Sleng Emtotim

President/Rector

In the Presence of



Name : _____

Designation : _____

In the Presence of



Name : _____

Designation : _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

IN THE CITY OF BAGUIO)

BEFORE ME, a Notary Public in and for the City of Baguio, Philippines, this ____ day of _____, 2013, personally appeared Dr. Ricardo P. Pama, personally known to me as he is the President of the University of the Cordilleras where I am presently employed, who is the same person who executed and voluntarily signed the foregoing Memorandum of Understanding and he acknowledged before me that the same is his free act and deed, as well as the free act and deed of the University of the Cordilleras whom he represents.

The foregoing instrument relates to a Memorandum of Understanding consisting of 7 pages, including the page and the other page on which this acknowledgement and the other acknowledgment are written, has been signed on the left margin of each and every page by the parties and the witnesses.

WITNESS MY HAND AND SEAL on the day, year, and place first above written.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2013.


REPUBLIC OF CAMBODIA)

) S.S.

IN THE CITY OF BATTAMBANG)

BEFORE ME, a Notary Public in and for the _____, _____
this ____ day of _____, 2013, personally appeared Ms. Sieng Emtotim, who
presented to me his ID No. _____, valid until _____, who is the same
person who executed and voluntarily signed the foregoing Memorandum of
Understanding and he acknowledged before me that the same is his free act and
deed, as well as the free act and deed of the institution whom he represents.

The foregoing instrument relates to a Memorandum of Understanding consisting
of 7 pages, including the page on which this acknowledgment is written, has been
signed on the left margin of each and every page by the parties and the witnesses.

WITNESS MY HAND AND SEAL on the day, year, and place first above written. 

Doc. No.____;
Page No.____;
Book No.____;
Series of 2013.

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