



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
POLYTECHNIC HEALTH MINISTRY OF PONTIANAK  
AND  
EMILIO AGUINALDO COLLEGE**



POLYTECHNIC HEALTH MINISTRY OF PONTIANAK, Indonesia and EMILIO AGUINALDO COLLEGE, Philippines, hereinafter referred to as "the Parties"

DESIRING to enhance the existing friendly relations between the two institutions and trough development of cooperation in the field of education;

AGREEING to cooperate on exchange programs based on reciprocity, exchange program shall promote the mutual understanding between the respective faculty, students, and scholars of the Parties;

BELIEVING that the cooperation would benefit the Parties;

PURSUING to the prevailing laws and regulation in their respective countries as well as the procedures and policies on basic educational cooperation

HAVE REACHED THE FOLLOWING UNDERSTANDING

**ARTICLE I  
OBJECTIVES**

The objective of this Memorandum of Understanding (MoU) is to promote mutual cooperation in education and training on a reciprocal basis and to promote mutual cooperation for the advancement of knowledge and intellectual development.

**ARTICLE II  
SCOPE OF COOPERATION**

The present MoU, without detriment to the arrangements made directly between educational institutions and/or other similar entities of both institutions, has scope of cooperation as follows:

1. To facilitate the exchange of :
  - a. Faculty, researchers, academic personnel, students;
  - b. Exchange of educational literature/journal, research findings, publications, periodicals and other related publications, subject to standard provision of national laws and international conventions on intellectual property ownership.
2. To facilitate in follows :
  - a. Join research in the health sciences periodically
  - b. Joint and double program
  - c. Extending academic qualification for lecturer

3. Encourage reciprocal participation in educational congresses, conferences, workshops, symposiums, training courses and exhibits in areas of mutual interest.
4. Identifying other mutually agreed opportunities for collaboration

### **ARTICLE III IMPLEMENTATION**

The parties shall implement the MoU through specific arrangements, programs or projects in accordance with available funds of the Parties and shall form an integral part of this MoU.

### **ARTICLE IV FUNDING**

The cost of the cooperative activities under this MoU shall be funded on terms to be mutually determined by the Parties and shall be subjected to the availability of funds.

### **ARTICLE V SUSPENSION**

Each Party reserves the right, for reasons of security, public order or public health, to suspend temporarily, either in whole or in part, the implementation of this MoU which shall be effective sixty (60) days after notification has been given to the other party, through governments institutions.

### **ARTICLE VI CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

1. The Parties shall ensure that the educational data, information, and intellectual property rights mutually provided and developed which is carried out under this Memorandum of Understanding, shall not be transferred or supplied to a Third Party without the prior written consent of the other Party.
2. In case of specific arrangement, program or project may result in intellectual property the Parties shall conclude a separate arrangement in accordance with their respective laws and regulations.



**ARTICLE VII  
SETTLEMENT OF DISPUTES**

Any dispute arising from the implementation of the provisions of the MoU shall be settled amicably by consultations or negotiation, through government institutions.

**ARTICLE VIII  
AMANDEMENT**

This Mou may be reviewed and amended at anytime, by mutual written consent of the Parties. Such revisions or amendments shall come into effect in accordance with the provision on entry into force.

**ARTICLE IX  
DURATION AND TERMINATION**

- (1) This MoU shall remain to have effect for a period of 5 (five) years and may be extended for the same period by mutual consent of the Parties through government institutions.
- (2) The termination of this MoU shall not affect the validity and duration of any arrangements, programs, activities or projects made under this MoU until the completion of such arrangements, programs, activities or projects.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective schools, have signed this MoU.


Indonesia, \_\_\_\_\_, \_\_\_\_\_ 2014

  
**Khayan, SKM., M.Kes.**  
Director  
Polytechnic Health Ministry Of Pontianak

  
**Jose Paulo E. Campos, Ed. D.**  
President  
Emilio Aguinaldo College

**Witnesses :**

  
**Hendra Budi Sungkawa, SKM., M.Kes.**  
Vice Director for Relationship Affairs

  
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