



MEMORANDUM OF COOPERATION

Between



BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF GEORGIA STATE UNIVERSITY, Atlanta, U.S.A., founded in 1913 and a public research university since 1995, and largest institution in the University System of Georgia, with official address at 33 Gilmer Street SE, Atlanta, GA 30303, United States of America, represented herein by its President, **DR. MARK P. BECKER**, hereinafter referred to as "**Georgia State**"

and

The **UNIVERSITY OF THE PHILIPPINES**, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008" through its constituent university at Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City, 1101, Philippines, represented herein by its Chancellor, **DR. MICHAEL L. TAN**, hereinafter referred to as "**UPD**"

Georgia State and UPD enter into this Memorandum of Cooperation (the "MOC"), recognizing the benefits to their respective universities from the establishment of institutional links and the promotion of international cooperation in education and research.

1. **Purpose of MOC** Both parties agree to establish and encourage mutually beneficial scientific, technological, educational and other relations which may entail the following types of activities:

- Exchange of academic staff members for research, teaching and the presentation of special courses in their fields of specialization;
- Student exchange and study abroad programs;
- Establishment of joint research programs;
- Collaboration on third party funded educational or economic assistance activities;
- Exchange of postgraduate students in respect of specific research projects or courses of interest and importance;
- Exchange of scientific and educational literature produced by either or both parties, as well as the exchange of materials on the most relevant and topical research by researchers at both Georgia State and UPD ; and
- Organization of conferences, seminars and symposia of mutual interest to the institutions.

Please note: Georgia State's Travel Advisory Policy governs international travel by Georgia State students, faculty and staff. Travel must be approved by specified Georgia State administrators.

2. **Program Specific Agreements** This MOC is designed to facilitate development of mutually beneficial exchanges/programs and to promote research and educational relationships, and should not be deemed to create legal and financial relationships between the parties.

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Before any of the activities referenced above in Paragraph 1 may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into an agreement ("Program Specific Agreement") pertaining to that activity. The term of such Program Specific Agreements shall not extend beyond five (5) years in length. Each such Program Specific Agreement shall be subject to the availability of any resources required for the activity; provided, however, in the event financial commitments are stated, the term of such agreements may not extend beyond one (1) year in length.

3. **Funding** The parties agree that each activity undertaken pursuant to this MOC shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Program Specific Agreement related thereto. The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programs undertaken pursuant to this MOC.
4. **Term** This MOC shall become effective upon execution by both parties and shall continue for a period of five (5) years unless terminated by either party by giving written notice at least 90 days in advance of the stated termination date, provided, however, that termination of this MOC shall not affect activities already in progress pursuant to Program Specific Agreements, which shall continue until concluded by the parties in accordance with the terms of such Program Specific Agreements or as otherwise agreed to by the parties in writing. Both institutions agree to review this MOC periodically to evaluate the progress made in achieving mutual cooperation.
5. **Intellectual Property Rights** Both parties agree that, in the event of research collaboration leading to patent rights, copyrights or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property. Both Universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise.
6. **Liaisons** Each party shall designate a person or office to serve as liaison for the relationship established by this MOC. For Georgia State, the contact will be Wolfgang Schlör, Associate Provost, Office of International Initiatives, Atlanta, GA Fax: 404-413-2537 Phone number: 404-413-2530 and Email: wschloer@gsu.edu. For the University of the Philippines the contact will be Imee Su Martinez, Director, Office of International Linkages (OIL), 3rd Floor, South Wing, Quezon Hall, University of the Philippines, Diliman, Quezon City, 1101, Philippines, Phone number: +63 2 981-8500 and Email: imeesumartinez@gmail.com. Either party may change its own designated liaison by sending written notice to the other party of such change.
7. **Equal Opportunity** Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, gender, age, ethnicity, religion, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
8. **Languages** This MOC is written in English and the texts are equally official and binding.

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9. **Entire Agreement** This document constitutes the entire agreement between the parties and all prior discussions, agreements and understandings between the parties, whether verbal or in writing, are superseded by this MOC. This MOC may be amended only by means of a written instrument signed by authorized representatives of both parties.

WHEREFORE the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

**BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA BY
AND ON BEHALF OF GEORGIA STATE
UNIVERSITY**

By:



MARK P. BECKER, Ph.D.
President

Date: 5 July 2018

UNIVERSITY OF THE PHILIPPINES

By:



MICHAEL L. TAN, Ph.D.
Chancellor

Date: 23 August 2018

WITNESSES:

By:



MICHAEL HERB, Ph.D.
Chair and Professor, Department of
Political Science

By:



MARIA BERNADETTE L. ABRERA, Ph.D.
Dean, College of Social Science and
Philosophy