



**MEMORANDUM OF UNDERSTANDING
ON ACADEMIC AND RESEARCH COOPERATION**

**BETWEEN UNIVERSITY OF PERPETUAL HELP SYSTEM DALTA, THE PHILIPPINES
AND**

STIE YAPAN, INDONESIA

UNIVERSITY OF PERPETUAL HELP SYSTEM DALTA hereinafter referred to as **UPHSD** and the **STIE YAPAN, INDONESIA** hereafter referred to as **STIE YAPAN**, considering their common interest in promoting the mutual cooperation in the area of education and research, wish to expand the basis for friendship and cooperative educational exchange, agreed the following Memorandum of Agreement (MOU):

Article I: Purpose

The purpose of this MOU is to develop academic and educational cooperation on the basis of equality and reciprocity and to promote relations and mutual understanding between the universities.

Article II: Scope of the Cooperation

Both parties undertake to promote and develop academic cooperation as follows:

1. Exchange of academic and administrative staff and students.
2. Extension of students' learning opportunities.
3. Cooperation in research and the presentation of its results.
4. Exchange of academic materials, publications and other scientific information.
5. Other educational and academic exchanges to which both universities agree.

Article III: Financial Arrangement

1. Both parties agree that all specific arrangements and plans for activities are to be negotiated and are dependent on the availability of funds.
2. Both parties agree to feasibly seek financial support from national and international organizations for the cooperative activities to be undertaken as stated under the terms of this MOU.

Article IV: Agreement of Implementation

A detailed description of the scope of activities shall be defined in the Agreement of implementation, which constitutes an integral part of this MOU

The Agreement of Implementation will include such items as:

1. Elaboration of the responsibilities of each institution for the agreed activities.
2. Schedules for specific activities.
3. Budgets and financial sources for each activity.
4. Any other items deemed necessary for the efficient management of the activities.

Article V: Intellectual Property Rights and Publication

1. The parties will share all data and research findings, and respect patent rights, copyrights, and other intellectual property rights regarding any discoveries, inventions and products resulting from this MOU.
2. Both parties must give written approval for the utilization and publication of the data and research findings.
3. Detailed arrangement of finding and their Intellectual Property Rights and Publication shall be defined in the Agreement of Implementation.

Article VI: Settlement of Differences


The differing viewpoints and interpretations of this MOU shall be settled amicably by mutual consultation or negotiation.

Article VII: Amendments, Duration and Termination

1. Amendments to this MOU can only be made by mutual consent for the two parties.
2. This MOU shall be in effect from the date of its signature and be valid for the duration of five (5) years from that date, and will be automatically renewed on an annual basis thereafter, unless terminated or replaced with a new MOU.
3. This MOU may be terminated by either party by written notice at least six (6) months prior to the termination date. Such notice of termination will not interfere with cooperative programs currently underway. Such programs will be allowed to continue until their conclusion.

This MOU is prepared in English and in four (4) copies. Copies shall be deemed as authentic ones, either of which be kept by each party. As witness to their consent this MOU, the appropriate authorities hereto provide their signatures:

UNIVERSITY OF PERPEPTUAL HELP SYSTEM DALTA




Mr. Anthony Jose M. Tamayo
President

STIE YAPAN, INDONESIA



Gogi Kurniawan, SE, MM
Rector

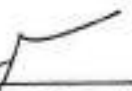


Dr. Fariz, SE, MM, ICPM
Vice Rector


Date: _____

Date: _____

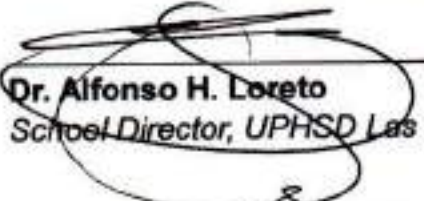
WITNESSES:



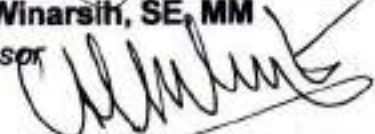
Dr. Reno R. Rayel
School Director, UPHSD Molino




Tutik Winarsih, SE, MM
Professor



Dr. Alfonso H. Loreto
School Director, UPHSD Las Piñas



Mr. Henky Herwoto, SE
Professor



Dr. Arnaldo De Guzman
School Director, UPHSD Calamba



Whenever applicable, in performing its obligations under this Agreement, both parties shall, at all times, comply with the provisions of the Republic Act No. 10173 or the "Data Privacy Act of 2012", its implementing rules and regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy and the protection of personal information. Both parties and their respective officers, employees and representatives shall, among others:

- (a) Implement reasonable and appropriate organizational, physical and technical measures intended for the protection of personal information against any accidental or unlawful destruction, alteration and disclosure, as well as against any other unlawful processing;
- (b) Implement reasonable and appropriate measures to protect personal information against natural dangers such as accidental loss or destruction, and human dangers such as unlawful access, fraudulent misuse, unlawful and destruction, alteration and contamination
- (c) Ensure content is appropriately secured from data subjects as to the collection, processing, maintenance and transfer to personal information to third parties, including the either and recipients or classes of recipients of personal information are adequately disclosed to them;
- (d) Ensure that employees, agents and representatives who are involved in the processing of personal information operate and hold personal information under strict confidentiality. This obligation shall continue even after their transfer to another position or upon termination of their employment or contractual relations; and
- (e) Promptly notify either Party to enable it to notify the National Privacy Commission and the affected data subject, when sensitive personal information that may, under the circumstances, be used to enable identify fraud are reasonably believed to have been acquired by an unauthorized person.

In line with the foregoing, herein parties guarantee that they have their respective appointed Data processing Officer (DPO) to make sure the provisions of the Data Privacy Act and its implementing rules and regulations are complied with.



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S.
CITY OF LAS PINAS) S.S.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public for and in the City of Las Piñas this _____. The following persons exhibited to me their proof of identification as follows:

NAME	VALID GOV'T ISSUED ID

Both acknowledged to me that they executed the foregoing document and the same is their free and voluntary act and deed as well as that of the corporation represented herein.

This acknowledged refers to a **Memorandum of _____** which consist of ____ () pages including this page upon which this acknowledgement is written, all of which were signed by the parties herein and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place herein above mentioned.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2019.

