

GENERAL MEMORANDUM OF UNDERSTANDING

This agreement is made and entered into and among:

JOSE RIZAL UNIVERSITY with office address at **#80 Shaw Boulevard, Mandaluyong City, Metro Manila**, represented by its President, **Dr. Vicente K. Fabella**, and hereafter referred to as **JRU**

and

Mulawarman University with office address at **Kuaro Street, Gunung Kelua Collage, Samarinda, 75119 East Kalimantan**, represented by its Head Department of Postgraduate Public Administration, **Prof. Dr. Hj. Aji Ratna Kusuma, M.Si**, and hereafter referred to as **MU**

and

MU and **JRU** are referred to as the **PARTIES** and are considered as partners of each other engaged in academic collaboration and mutual cooperation.

WITNESSETH:

WHEREAS, the **PARTIES** intend to utilize their complementary strengths for a mutually beneficial undertaking in order to realize knowledge and cultural exchange.

WHEREAS, the **PARTIES** share a common vision of improving skills, experiences and training of their students, faculty, and employees to enhance their qualifications to become productive and self-reliant citizens.

WHEREAS, the **PARTIES** share a common goal of extending this vision internationally, especially in areas where such skills, experiences, and training may be most useful.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreement and undertakings provided hereunder, the **PARTIES** have agreed as follows:

Section 1. Description of Services, Participation, and Areas of Cooperation

The parties agree to the following:

- 1.1 The **PARTIES** may exchange and/or place faculty and research staff with each other;
- 1.2 The **PARTIES** may exchange and/or place students with each other;
- 1.3 The **PARTIES** may develop educational cooperation and collaborative research projects, especially with regard to academic programs and research activities;

- 1.4 The PARTIES may agree to jointly develop and offer classes and degrees at their institutions and/or locations as agreed upon in writing, including joint degrees, cooperative placements;
- 1.5 The PARTIES may organize joint academic and/or scientific activities, such as courses, conferences, seminars, symposia or lectures;
- 1.6 The PARTIES may exchange academic publications and other materials of common interest; and
- 1.7 The PARTIES may conduct other mutually-beneficial undertakings as agreed upon in writing.

Section 2. Term

The agreement shall take effect immediately upon signing and shall remain in force for a period of five (5) years commencing on **July 19, 2018** until **July 20, 2023**. The PARTIES may mutually agree to pre-terminate the Agreement subject to at least six (6) months written notice prior to the anticipated termination date, and on condition that no activities related to any program will be prejudiced.

This Agreement shall be renewable upon mutual agreement of the PARTIES.

Section 3. Implementing Agreements and Coordination

It is mutually agreed that each undertaking listed in Section 1 above shall be covered by separate Implementing Agreements, signed by the original signatories of this Agreement, or their designates. Any provisions entered into in the course of such Implementing Agreements shall, if mutually agreed upon, take precedence over the provisions of this document.

Each of the PARTIES shall also designate an institutional coordinator to facilitate the development and coordination of the various activities under this and other agreements.

Section 4. Amendments to this Agreement

Notwithstanding Section 3 above, it is mutually agreed that this Agreement will not be modified except by mutually accepted written amendments executed by the PARTIES.

Section 5. Confidentiality and Non-Disclosure

Each of the PARTIES shall treat as strictly confidential and not disclose or use without the written approval of the other Party any information received or obtained as a result of entering into this Agreement.

Section 6. Financial Liabilities

No financial obligations are assumed under this agreement. Funding for any specific program or activity shall be mutually discussed and agreed upon in writing by the PARTIES prior to its institution.

Section 7. Settlement of Disputes

Any difference or dispute 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 between the Parties, without reference to any third party or international tribunal.

Section 8. Notices

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and in the English Language and delivered personally or sent by registered or certified post or via air mail or by courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at the address and facsimile number stated below:

If to **JRU**

Jose Rizal University
80 Shaw Blvd, Mandaluyong, 1552 Metro
Manila
Telephone Number: (+632) 531 8031 to 35
Email: jru@jru.edu

If to **MU**

Mulawarman University
Tanah Kuaro Street, Gunung Kelua
Collage, Samarinda, 75119 East
Kalimantan
Telephone Number : (0541) 741118
Email: rektorat@unmul.ac.id

Section 9. Other Provisions

This MoU may be modified, varied or amended at any time after due consultation and with written agreement of both Parties.

The Parties acknowledge that all visits or exchange of staff, students or administrator will be subjected to compliance with the entry and visa regulations of the Party's respective countries and the Party's requirement with respects to staff and student visits.

Section 10. Governing Law and Jurisdiction


The laws of the Republic of the Philippines shall govern the Agreement and the PARTIES hereby submit to the exclusive jurisdiction of the courts of Mandaluyong City.

Section 11. Governing Language


This agreement shall be executed in English, in cases of dispute, this version shall govern.

IN WITNESS HERE OF, the parties hereunto affixed their signatures on the date and at the place as written.


By:


Dr. Vicente Fabella, PhD. M.S.
M.Si
President

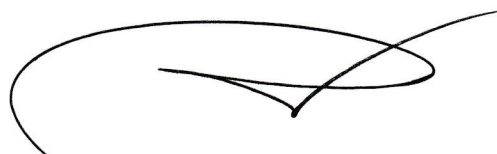
JOSE RIZAL UNIVERSITY
On: _____
At: Mandaluyong, Philippines


Prof. Dr. Hj. Aji Ratna Kusuma,
Head Department of Postgraduate
Public Administration
MULAWARMAN UNIVERSITY
On: _____
At: Samarinda, Indonesia

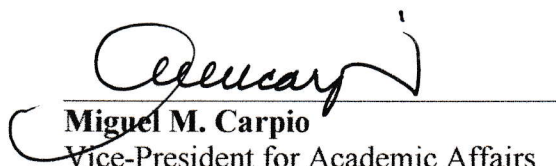
Signed in the presence of:


Augusto K. Fabella, MBA, MSc., MBCS
Vice-President for Quality, Linkages and TEL

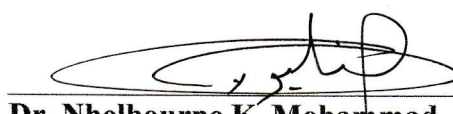
JOSE RIZAL UNIVERSITY
On: _____
At: Mandaluyong, Philippines


Dr. Bambang Irawan, M.Si
Head of Public Policy Laboratorium

MULAWARMAN UNIVERSITY
On: _____
At: Samarinda, Indonesia


Miguel M. Carpio
Vice-President for Academic Affairs
Coordinator

**JOSE RIZAL UNIVERSITY
ASEAN**
On: _____
At: Mandaluyong, Philippines


Dr. Nhelbourne K. Mohammad
Philippine-Chairperson/Executive-

Association of Moslem Community in
On: _____
At: Malang, Indonesia

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANDALUYONG

) S.S.

BEFORE ME, this _____, in the city of MANDALUYONG, Philippines personally appeared the following with their competent proof of identity:

NAME	DOCUMENT
VICENTE K. FABELLA	Philippine Passport Number P4884927A issued on 29 OCTOBER 2017 and expiring on 28 OCTOBER 2022 , issued by DFA East .
AJI RATNA KUSUMA	Indonesian Passport Number A8691917 issued on 12 AUGUST 2014 and expiring on 12 AUGUST 2019 , issued by the Immigration of Samarinda City .

All known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed of the agency or office they respectively represent.

This instrument consisting of five (5) pages, including the page on which this Acknowledgement is written, refers to a Memorandum of Understanding, and has been signed by the parties herein and their instrumental witnesses on each every page thereof.

NOTARY PUBLIC

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