

08/2-04 P 07-002

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS;

This Memorandum of Understanding, executed this 27 day of July 2007 by and between:

The **UNIVERSITY OF THE PHILIPPINES**, a State institution of higher learning, created and opened by virtue of Act No. 1870, as amended, with official address at Quezon Hall, University of the Philippines, Diliman, Quezon City, 1101 Philippines, represented herein by its Chancellor, Dr. SERGIO S. CAO, hereinafter referred to as "U.P. Diliman;"

and

ST. PETERSBURG STATE UNIVERSITY, an institution of higher learning with official address at Russia, 199034, St. Petersburg, Universitetskaya nab., 7-9, represented herein by its Rector, Prof. LUDMILA A. VERBITSKAYA, hereinafter referred to as "SPbSU;"

WITNESSETH: That

WHEREAS, the parties desire to forge an academic cooperation in the development of education, based on friendship, equality and mutual interests;

WHEREAS, a cooperative and collaborative agreement between the parties shall include the exchange of faculty and students and other modes subsequently deemed necessary;

WHEREAS, a collaboration and cooperation in the promotion of academic excellence shall not only benefit the parties but also invariably promote greater international cooperation;

NOW, THEREFORE, for and consideration of the above, the parties hereby agree as follows:

**ARTICLE 1
CONTENTS OF THE EXCHANGE PROGRAM**

1.1. The parties shall promote the following programs, subject to respective legal, financial and administrative capabilities:

- a. Exchange of scholars, professors, lectures and researchers;
- b. Exchange of students;
- c. Exchange of academic information and materials;
- d. Exchange of academic publications;
- e. Other exchanges of academic nature which both parties agree on.

ARTICLE 2
IMPLEMENTATION OF THE EXCHANGE PROGRAM

- 2.1. Each party will promote the exchange of qualified students. Tuition for these students is provided by the hosting institution free of charge.
- 2.2. Each party may send a number of students for a period up to one academic year. The exact number of participants per one year is to be decided each year subject to the mutual agreement of both parties.
- 2.3. Standard period of exchange visits of members of staff is 2-4 weeks. It may be increased or decreased subject to the mutual agreement of both parties. Each party covers the travelling expenses of its visiting professors, and the other party provides accommodation and salary/ per diem allowance (unless other arrangements are made).
- 2.4. The specific terms of the Exchange program shall be mutually discussed and agreed upon by the parties in writing.

ARTICLE 3
COORDINATION AND SUPPORT TO THE EXCHANGE PROGRAM

- 3.1. The parties shall coordinate the preparation and the submission of proposals seeking funding and other assistance necessary for the implementation of the exchange programs, subject to the availability of funds and approval by its respective responsible officials.

ARTICLE 4
INTERNATIONAL EXCHANGE COORDINATOR

- 4.1. Both parties shall designate a faculty or staff member to promote activities related to the exchange program.
- 4.2. The Dean of the Faculty of Asian and African Studies of SPbSU and the Office of the Vice- Chancellor for Academic Affairs of U.P. DILIMAN shall be responsible for coordinating with the participants and making the necessary arrangements concerning the activities and programs of the exchange.

**ARTICLE 5
TERM OF THE AGREEMENT**

- 5.1. This Agreement shall remain in full force for three (3) years, renewable for such period and under terms and conditions mutually agreed upon by the parties in writing. It may be terminated upon six (6) months prior written notice to the other party, without prejudice to the completion of any academic program of any existing exchange faculty or student.

**ARTICLE 6
INTELLECTUAL PROPERTY RIGHTS**

- 6.1. Intellectual property rights arising from the collaborative efforts under this Agreement shall be recognized as the outputs of, and jointly owned by SPbSU and U.P. DILIMAN.
- 6.2. SPbSU and U.P. DILIMAN reserve the right to use all data and findings by virtue of and pursuant to this Agreement for the enhancement of their academic and research programs. The names of the principal authors, researchers and/or project leaders shall be identified and recognized.
- 6.3. Any publication, use of data or information derived from this collaborative effort shall be subject to the prior written approval of SPbSU and U.P. DILIMAN, provided that any and all royalties and other fees pertaining to the use or application of the study, in whole or in part, shall accrue to both parties.

**ARTICLE 7
RECIPROCITY**

- 7.1. Visiting, exchange and adjunct professors/researchers of U.P. DILIMAN are exempt from the alien employment permit under Philippine law provided only that the exemption is on a reciprocal basis according to the laws of the Russian Federation.

**ARTICLE 8
OTHER TERMS AND CONDITIONS**

- 8.1. This Agreement will be effective from the date of signing by authorized representatives of each university.
- 8.2. In the event of any disagreement as to the meaning or interpretation of this Agreement or any term herein, the parties shall endeavour to resolve such disagreement through amicable means or mediation.

8.2. This Agreement may be amended or modified by policies, rules and regulate subsequently promulgated by both parties.

8.4. This Agreement shall become effective on the date of the final signing by the representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the date and place aforementioned.

**UNIVERSITY OF THE PHILIPPINES
DILIMAN**

ST. PETERSBURG STATE UNIVERSITY

By:



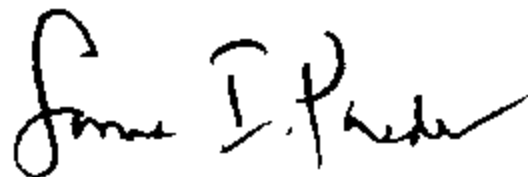
DR. SERGIO S. CAO
Chancellor *mes*

by:

PROF. LUDMILA VERBITSKAYA
Rector



Signed in the presence of:



DR. LORNA I. PAREDES
Vice-Chancellor for Academic Affairs

PROF. I. ZELENEV
Dean, Faculty of Asian and African Studies

