



MEMORANDUM OF UNDERSTANDING

Between

KMU, Graduate School of Global Peace & Unification

and

**UNIVERSITY OF MAKATI
UNIVERSIDAD DE MANILA
NATIONAL UNIVERSITY
UNIVERSITY OF LUZON**

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into between:

KOOKMIN UNIVERSITY, the first private university founded in Korea in 1946, located at 77 Jeongneung-Ro, Seongbuk-Gu, Seoul, 02707, Korea, herein represented by its **<Graduate School of Global Peace & Unification >**, and herein referred to as **"GPU"**.

and

UNIVERSITY OF MAKATI, a local government institution of higher learning established in 1972 and operating under City Council Ordinance No. 2020-050 with principal address at National Road, Barangay West Rembo, Taguig City, Philippines, herein represented by its President, **PROF. ELYXZUR C. RAMOS, PhD, CESE** as per BOR Resolution No. 2023-217, and hereinafter referred to as **"UM"**.

and

UNIVERSIDAD DE MANILA (UDM), a local government institution of higher learning established in 1995, located at 659-A Cecilia Muñoz St, Ermita, Manila, Philippines, and represented by its *President*, **DR. MA. FELMA CARLOS-TRIA**, herein referred to as **"UDM"**.

and

NATIONAL UNIVERSITY DASMARIÑAS, is a private university that was inaugurated in 2022 as the fifth campus, with address at Sampaloc 1 Bridge, SM Dasmariñas, Governor's Drive, Dasmariñas, Cavite, Philippines, and represented by its Executive Director, **PROF. CATHERINE D. LAGADIA**, herein referred to as **"NU"**.

and

University of Luzon is a private university in Dagupan City, Pangasinan, Philippines. It began as the Luzon College of Commerce and Business Administration in 1948 and was

granted university status in 2002, and represented by its Dean for Graduate School, DR. CARMELO JOHN E. VIDAL, herein referred to as "UL".

GPU, UDM, UMAK, NU, and UL are individually referred to in this Memorandum of Understanding as a "Party" and collectively, as the "Parties."

WITNESSETH; That:

WHEREAS, the Parties hereby intend to enter into a formal collaborative arrangement based on a foundation of trust and equality for the reciprocal benefit of the four higher education institutions;

NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereby agree to the following terms and conditions:

- 1. TERM.** This MOU shall be valid for a period of three (3) years and will take effect from the date it is signed by the parties, subject to a renewal or extension thereof upon mutual agreement in writing by the Parties.
- 2. PURPOSE.** This MOU proposes to develop an academe-to-academe interchange and cooperation to promote mutual understanding between the Parties, enhance their quality of education, enabling them to mutually contribute to human resource development, and improve the quality of their institutions to meet international education standards.
- 3. AREAS OF COOPERATION.** The Parties will work together on some or all, but not limited to, the following strategic activities of common interest:
 - 3.1. Collaboration on research and scholarly projects, publications, events, and affiliations;
 - 3.2. Organization of joint educational and scientific activities such as, courses, conferences, seminars, symposiums, or lectures;
 - 3.3. Student, faculty, and staff development/training/capability building and affiliations;
 - 3.4. Student, faculty, and staff mobility and exchange;
 - 3.5. Visiting professors, lecturers, researchers, and scholars;
 - 3.6. Exchange of teaching and learning resources/materials;
 - 3.7. Benchmarking, networking, and study visits; and
 - 3.8. Cultural exchange and liaising and other intercultural events.
- 4. GUIDELINES FOR IMPLEMENTATION.** The Parties will be guided by the following principles to execute this MOU:
 - 4.1. The implementation of further activities using the authority of this MOU shall be separately negotiated and determined by all Parties.
 - 4.2. Further activity to be developed using the authority of this MOU shall be articulated in a form of agreement (Memorandum of Agreement or other similar partnership documents) which shall more specifically discuss the scope, responsibilities, and outcomes of the intended activity, any financial aspect, and specific person/s designated to be responsible for the undertaking, subject to the approval of each Party's authorized representatives.
 - 4.3. The use of the name or logo of either Party must be approved by the other Party.

- 5. CONFIDENTIALITY AGREEMENT.** Each Party agrees that it, and its employees, officers, directors, students, and representatives will hold all information, documentation, data or know-how disclosed by the other Party in confidence, and will not disclose to any third party or use said information or any part thereof without such other Party's prior written approval. This provision shall survive the termination of this MOU.
- 6. LIABILITY.** Neither of the Parties shall be liable in any way for the failure to observe or perform any provision of this MOU if such failure shall be caused by any law, rule or regulation of any constituted public authority or shall be due to any cause beyond the control of the Party in default.
- 7. DATA PRIVACY.** In the event that either Party receives personal information as defined in the Data Privacy Act of 2012 (the "Act") of the Republic of the Philippines, both Parties shall ensure full compliance with the provisions of the Act and that such personal information will only be used to perform their obligations under this MOU.

All Parties shall obtain written consent from the other Party prior to disclosing, either inside or outside the Republic of the Philippines, any personal information provided by the other Party.

All Parties shall undertake to advise the other Party immediately of any breach of the obligations set out in this provision, employ their best endeavors to remedy that breach as soon as possible and advise the other Party that they have done so. The guilty Party shall indemnify the aggrieved Party for any violation or breach of the Act which renders the aggrieved Party liable for any costs, claims, or expenses.

8. INTELLECTUAL PROPERTY

- 8.1. The Parties agree to respect the intellectual property rights held by each Party before the conclusion of this Agreement;
- 8.2. Intellectual property created under this Agreement will belong to the Party that created it;
- 8.3. For intellectual property jointly created by the Parties under this Agreement, the Parties shall enter into a separate agreement governing the legal protection, utilization, and confidentiality of such intellectual property.

9. WARRANTIES. The Parties represent and warrant to each other that:

- 9.1. The execution, delivery and performance of this MOU have been duly authorized or ratified by their respective entities or officers, and all necessary corporate or legislative actions will not result in any breach or violation of any of its existing charter documents, contracts, licenses, permits and authorizations, except as otherwise disclosed herein;
- 9.2. All authorizations, licenses resolutions and consents from their respective governmental authorities, as required by law in respect of the execution and performance of this MOU have been duly taken, and shall be kept valid and effective by the Parties during the term of this MOU.

10. AMENDMENTS, TERMINATION AND EFFECTIVITY. Either Parties may mutually agree to propose amendments to this MOU in writing to effectively carry out this MOU.

This MOU shall take effect upon signing and will continue until the lapse of its term, unless terminated by either Party by giving the other Party a written notice of its intention to terminate at least thirty (30) days before the intended date of termination.

This MOU is not a formal agreement and shall not be legally binding to either Parties. It should be construed as the statement of intent for all Parties to establish future legal relationship when terms and conditions are met by all Parties.

- 11. DISPUTE RESOLUTION.** All Parties agree that any or all questions, disputes, conflict, breach or violation hereof shall first be discussed and settled by way of alternative dispute resolution, prior to filing any action in court or any quasi-judicial body.

IN WITNESS WHEREOF, the Parties hereto have signed this Memorandum of Understanding on this 26th day of September, 2024 at Kookmin University, Seoul, Korea.