



## MEMORANDUM OF AGREEMENT



**RAJAMANGALA UNIVERSITY OF TECHNOLOGY THANYABURI**, a state university, with address at 39 Village No. 1, Rangsit-Nakhon Nayok Road, Klong, Thanyaburi, Pathum Thani, Thailand, herein represented by its President, **ASSOC. PROF. DR. PRASERT PINPATHOMRAT**, hereinafter referred to as **RMUTT**;

and

**BATANGAS STATE UNIVERSITY**, a higher education institution, with address at Gov. Pablo Borbon Main Campus I, Rizal Avenue, Batangas City, herein represented by its President, **DR. TIRSO A. RONQUILLO**, hereinafter referred to as **BATSTATEU**.

### WITNESSETH:

**WHEREAS**, both parties have entered into a Memorandum of Understanding (MOU) on April 5, 2017 with the principal purpose of establishment of institutional linkages;

**WHEREAS**, the international linkages between **RMUTT** and **BATSTATEU** endeavors to strengthen the educational, cultural, and research collaboration between the two (2) academic institutions, thereby nurturing an exchange of cultures within the global community;

**WHEREAS**, one of the forms of cooperation under the said MOU is the exchange of faculty or students in the belief that research and educational activities at both universities will be enhanced;

**NOW, THEREFORE**, for and in consideration of the foregoing, both parties enter into this Memorandum of Agreement under the following terms and conditions:

### Section I. FACULTY / STAFF EXCHANGE

1. BatStateU welcomes partner foreign Higher Educational Institutions' (HEI) faculty members/staff to visit the university to engage in teaching, academic and scientific research. Reciprocally, the host foreign HEIs shall welcome academicians from BatStateU in order to engage in teaching and academic and scientific research.
2. Appointments of faculty members being exchanged must be approved by the departments and colleges of the institutions concerned. Each institution involved in the exchange shall continue to pay the salary and fringe benefits of its own faculty member, who shall simply be considered on assignment elsewhere.
3. Faculty members shall retain academic rank during the period of the exchange and may be designated as "Visiting Professor, Researcher," and such, at the host institution.
4. Work assignments will be determined by the host institution and agreed to by all parties in advance of the exchange.

5. Visiting faculty members may be provided with office space if available. They will have access to facilities libraries, computer labs, and access to the computer network of the host institution;
6. Visiting faculty members will be required to abide by the rules and regulations of the host institutions;
7. Within a visit period not exceeding two months, selected faculty members shall participate in a series of academic activities relevant to his/her teaching or research interest and focus, and meet with scholars and researchers to explore academic collaboration in their fields of expertise.
8. The home institution or faculty members shall be responsible for the airfare and other incidental expenses while the host institutions shall provide accommodation in its hostel.
9. Equal number of faculty members / staff to be sent for this program shall be mutually determined by both parties depending on their logistical capability during the intended period.

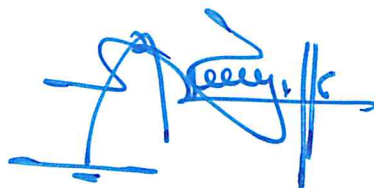
## 2. STUDENTS EXCHANGE

1. It is expressly agreed and understood that the exchange students shall be considered as officially enrolled in their home institution while they are on exchange.
2. Students shall be exempted from paying an application fee and tuition fees at the host institution.
3. The home institution or students shall be responsible for the airfare and other incidental expenses while the host institutions shall provide free accommodation in its hostel.
4. Equal number of students to be sent for this program shall be mutually determined by both parties depending on their logistical capability during the period.

## 3. DETAILED DESCRIPTION OF ROLES AND RESPONSIBILITIES

### 1. The RMUTT agrees that it shall:

- a. Conduct general orientation and pre-departure briefing for faculty members / students. Further, **RMUTT** shall have the primary obligation to assure that the faculty members / students are properly informed of the policies of the **BATSTATEU**;
- b. Inform the faculty members / students that they shall be responsible for making their own international and domestic travel arrangements and associated costs, as well as for expenses involving meals, textbooks, study material. Local transportation, personal expenses, passport, visa applications and all other general living expenses;
- c. Assign a regular and qualified Coordinator who will be responsible for all aspects of the program including monitoring and evaluation and shall assist in planning the international and domestic travel arrangements for the students in respect to applicable laws and regulations;
- d. Provide for documents necessary for the application of the faculty members / students under the program;





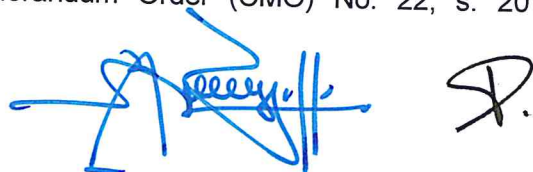
- e. Upon completion of the program, the **RMUTT** shall be responsible for the processing of the necessary documents of the faculty members / students for their return to their country. There shall be no extension of stay unless otherwise specifically agreed upon by the universities

## 2. The **BATSTATEU** agrees that it shall:

- a. Be the party primarily responsible for the welfare of the faculty members / students while the latter are in the premises of the University. It is understood that any and all liability that may arise due to the acts and/or omissions of the faculty members / students shall be governed by the provisions of the Philippine laws governing the same. This is without prejudice to the provisions of Section 1, paragraph 3 of this Agreement;
- b. Make sure that student-interns and the **BATSTATEU** representatives shall be free from any form of abuse and or discrimination at the training venue at all times;
- c. Guarantee that the faculty members / students subject of this Agreement shall have the same privileges provided to full-time students of the **BATSTATEU** while they are on exchange;
- d. Provide pre-orientation to faculty members / students before they undergo the program. It is understood that this pre-orientation is independent from the orientation conducted by **RMUTT**;
- e. Provide the quality of education/instruction based on the chosen course/curriculum;
- f. Assign a competent Supervisor/Mentor responsible for the implementation of all phases of the program;
- g. Provide evaluation/performance feedback/exit evaluation and shall issue to the visiting student a certification of completion and Transcript of Records for studies completed during the program. It is agreed that Official Transcripts shall be provided to the nominated office of **RMUTT**. The **BATSTATEU** shall accept transfer credits where appropriate;
- h. Assist faculty members / students for departure upon completion of the program or premature termination.
- i. Require the faculty members / students to purchase the health insurance provided by the **BatStateU**. Should students are already covered by other health insurance, the proof of the same must be provided to the **BatStateU**;

## Section III. MISCELLANEOUS PROVISIONS

1. Both parties shall exert all their efforts to accomplish the objectives of this program as well as the provisions of the Internship plan hereto attached;
2. It is agreed by the two (2) parties that the schedule of arrival in Thailand will be final without delay or changes.
3. It is expressly agreed and understood that the provisions of the Philippines' Commission on Higher Education Memorandum Order (CMO) No. 22, s. 2013

The image shows two handwritten signatures in blue ink. The signature on the left is more complex and stylized, while the one on the right is simpler and appears to be a set of initials or a first name followed by a last name.

(Revised Policies, Standards and Guidelines on Student Internship Abroad Program) is also made integral part of this Agreement and shall supply for any deficiency, if any, of this MOA.

#### **Section IV. EVENTS OF DEFAULT**

1. Should any of the parties, for no reason, have not complied with the provisions of this Agreement or in cases of default or violations, the same shall be a valid ground for the termination of this Agreement without prejudice to other remedies available to either of the parties.
2. In case of the said default, non-compliance and/or violations both of this Agreement and of the Philippines' CMO No. 22 Series of 2013, were committed by the RMUTT, said termination shall also without prejudice to the blacklisting of RMUTT subject to the guidelines and appropriate sanctions stated in the said CMO.

#### **Section V. EXCLUSION OF PARTNERSHIP**

The parties hereto expressly agree that nothing contained or implied in the AGREEMENT shall constitute a partnership or joint venture within the parties hereto or any of them do not constitute nor be deemed to constitute any Party as an affiliate to any Party for any purpose whatsoever.

#### **Section VI. NOTICES AND GENERAL MATTERS**

Notices under the AGREEMENT may be delivered by hand, by registered mail (which shall be airtailed, if possible) or facsimile to the addressees or emailed to the address, facsimile number, and email address specified.

#### **Section VII. REMEDIES**

No remedy confirmed by any of the provisions of the AGREEMENT is intended to be excluded of any other remedy which is otherwise available by law, equity statute or otherwise and each and any other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or not hereafter existing by law, equity, statute or otherwise.

#### **Section VIII. SEVERANCE**

If any provision of the AGREEMENT or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or not enforceable only to that extent and no further.

#### **Section IX. CONFIDENTIALITY**

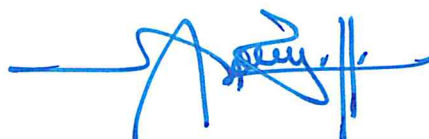
The AGREEMENT, as well as its terms and conditions herein shall be held in strict confidence and that no portion or part hereof maybe reproduced or be revealed to any personnel or entity other than the signatories herein or their authorized representative.

#### **Section X. SEPARABILITY**

The invalidity or unenforceability of any provision of the AGREEMENT shall not affect or impair other provisions that are otherwise valid, binding and effective.

#### **Section XI. LANGUAGE OF THE AGREEMENT**

The AGREEMENT shall be written in English, both known to the parties, to be executed in duplicate by their respective authorized representatives as of the date first





above written, with each party retaining one original. Both documents are of equal validity.

**Section XI. GOVERNING LAW AND ARBITRATION**

The AGREEMENT shall be governed by and construed according to the laws of the Republic of the Philippines and Thailand.

**Section XII. ENTIRE AGREEMENT**

The AGREEMENT constitutes the entire agreement between the parties, their successors and assignees. Any and all matters or things that the parties may have agreed, but have not reduced in writing herein, shall be void and ineffective.

**Section XIII. DURATION**

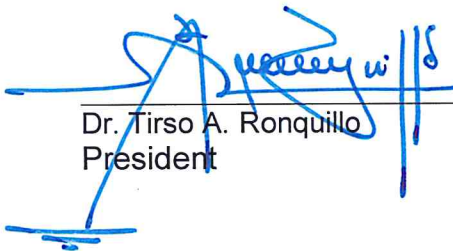
If the Agreement remains dormant for five (5) consecutive years it shall deemed to have lapsed. Where the Memorandum of Agreement continues to be active, the two institutions agree to review it after five years from the date hereof. It may be terminated at any time by mutual consent, through six (6) months' notice in writing by either party.

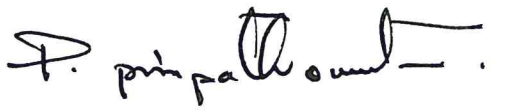
Should any on-going collaborative activities be affected by termination, the parties undertake to resolve any issue amicably by mutual consent.

**IN WITNESS WHEREOF**, the parties have hereto affixed their signatures this 5th of April at Tanyakan Conference Room, 5<sup>th</sup> Floor of the President Building, Rajamangala University of Technology Thanyaburi, Pathum Thani, Thailand.

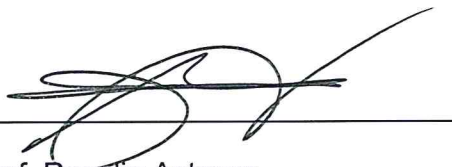
**BATANGAS STATE UNIVERSITY**


**RAJAMANGALA UNIVERSITY OF TECHNOLOGY THANYABURI**

  
\_\_\_\_\_  
Dr. Tirso A. Ronquillo  
President

  
\_\_\_\_\_  
Assoc. Prof. Prasert Pinpathomrat, Ph. D.  
President

**Witnesses:**

  
\_\_\_\_\_  
Prof. Rogelio Antenor  
Vice President

  
\_\_\_\_\_  
Asst. Prof. Sommai Pivsa-Art, Ph. D.  
Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_