

## MEMORANDUM OF UNDERSTANDING ON ACADEMIC COOPERATION BETWEEN COLEGIO DE SAN JUAN DE LETRAN CALAMBA AND NAKHON PATHOM RAJABHAT UNIVERSITY



NAKHON PATHOM RAJABHAT UNIVERSITY, THAILAND and COLEGIO DE SAN JUAN DE LETRAN CALAMBA, PHILIPPINES, recognizing the benefits to their respective institutions from the establishment of institutional links, conclude this Agreement.

- 1. The purpose of this Agreement is to develop academic and educational cooperation and promote mutual understanding between the two Academic Institutions;
- 2. Both higher educational institutions (HEIs) agree to develop the following collaborative activities initially in the field of Tourism and Hospitality Education, on the basis of equality and reciprocity;
  - a. Exchange of faculty;
  - b. Exchange of students;
  - c. Conduct of seminars/training related to the program;
  - d. Conduct of collaborative research projects;
  - e. Conduct of cultural exchange activities and immersion programs;
  - f. Exchange of academic information and materials; and
  - g. Promotion of other academic cooperation as mutually agreed.
- 3. The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed upon between the schools and their respective faculties, which will carry out the specific projects. Both HEIs agree to carry out these activities in accordance with the laws and regulations of their respective countries after full consultation and approval with the proper government agencies.
- 4. It is understood that the implementation of any type of cooperation stated in Agreement number 2 may be restricted depending upon the availability of resources and financial support of the HEIs concerned. Any and all restrictions must be disclosed, in good faith, by both HEIs during the negotiation period of each agreement and prior to its implementation.
- 5. Should any collaborative research activity under this Agreement result in any potential for intellectual property, both HEIs shall seek equitable and fair understanding as to the ownership and other property interests that may arise. This understanding shall be based on the laws, rules, and guidelines then implemented at each HEI's respective country.

- 6. This agreement may be amended or modified by written agreement, only with the consent of both parties as evidenced by the signatures of both HEIs' authorized representatives.
- 7. At the event of any unforeseen incident during collaborative activities in either country, both HEIs agree to negotiate a mutually acceptable solution and refrain from any legal action as agreed upon in Agreement number 10. As far as practicable, these solutions shall be incorporated into a specific agreement stated in Agreement number 3.
- 8. This agreement is valid for a period of three 3 years from the date of signing by the representatives of both HEIs. This Agreement may be renewed only upon negotiation by both HEIs.
- 9. This Agreement may, at any time during the period of validity, be terminated by one of the HEIs, with at least three (3) months prior notice to the other in writing and not later than six (6) months before the termination date.
- 10. Should any disagreement arise out of the application, interpretation or implementation of this Agreement, the HEIs shall endeavour to exercise best efforts to negotiate their differences. A party must, as soon as reasonably practicable, give the other party notice of any dispute arising under or in connection with this Agreement and the succeeding Agreements as stated in Agreement number 2 and, in good faith, endeavour to resolve the dispute by escalating it to the higher levels of management. Alternative methods of dispute resolution shall be exhausted before resorting to court litigation. The mediator shall be agreed upon by both Parties. In case there is no settlement, both parties hereby agree that all legal actions arising out of this Agreement shall be instituted in the proper court in Calamba Laguna to the exclusion of all other courts. This Agreement and transactions contemplated hereunder shall be governed by the laws of Philippines.
- 11. This Agreement shall be executed in NAKHON PATHOM RAJABHAT UNIVERSITY, THAILAND, with English and Thai versions having equal validity.

IN WITNESS WHEREOF, the parties hereunto set their hands on this 16 day of April, 2015, at NAKHON PATHOM RAJABHAT UNIVERSITY, THAILAND.

Signed for and on behalf of Colegio de San Juan De Letran Calamba

Signed for and on behalf of Nakhon Pathom Rajabhat University

Sonder

REV. FR. HONORATO C. CASTIGADOR, O.P.

Rector and President

Date: April 16, 2017

ASST. PROF. SOMDEJ NINLAPAN

President

Date: April 16, 2018

## WITNESSES:

DR. MA. RHODORA G. ODEJAR Vice President for Academics Letran Calamba

MR.ALEX MACARIO CECILIO
Dean, School of Tourism and Hospitality
Management
Letran Calamba

ASST. PROF. SOMMAY PEATHANOM Vice President for Academics Nakhon Pathom Rajabhat University

ASST. PROF. DR. USA NOYTIM

Dean of Faculty of Humanities and

Social Sciences

Nakhon Pathom Rajabhat University

## **ACKNOWLEDGEMENT**

Republic of the Philippines	
Republic of the Philippines	

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This refers to a MEMORANDUM OF UNDERSTANDING ON ACADEMIC COOPERATION BETWEEN COLEGIO DE SAN JUAN DE LETRAN CALAMBA AND NAKHON PATHOM RAJABHAT UNIVERSITY consisting of three (3) pages including this page where the acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL.

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Book No. 200

Series of Note

ATTY. ELENO O. PERALTA

Not NO TARNIPUBLIC December 31, 2015

Calamba City, Nos Bollon, Ray, Calauan, Laguna \*TR No. 4183553/01 - \*\* 20 a 17, Fold No. 33880/May 1966 IBP No. 941656/TI - 06 - 13, Not.Com. No. 04 - 2014 - C

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