

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, made and entered into this ____ of ____ 2014, by and between:

NAKHON PATHOM RAJABHAT UNIVERSITY, a state university recognized by the Royal Government of Thailand under Government Gazette No. 121, section 23A on June 15, 2004 onwards, and having its principal campus at 85 Malaiman Road, Nakhon Pathom 73000, Thailand (hereinafter referred to as "NPRU")

-and-

RIZAL TECHNOLOGICAL UNIVERSITY, a state university in the Republic of the Philippines, by virtue of Republic Act. 8365, and having its principal campus at Boni Avenue, Mandaluyong City, Philippines. (hereinafter referred to as "RTU")

WITNESSETH:

That Rizal Technological University, is a university with campuses (Boni, Pasig) in the Republic of the Philippines and provides university-level education and training in the areas of engineering, business, arts and sciences, education, and nursing.

That Nakhon Pathom Rajabhat University, is a university with a campus located at 85 Malaiman Road, Nakhon Pathom 73000, Thailand and provides university-level education in the areas of law, education, nursing, arts and sciences, business administration and engineering.

The parties now wish to enter into a series of discussions for their mutual benefit, and for the purpose more particularly set forth herein.

1. **Scope of Understanding:** The provisions stated in this MOA are statements of intent only. This is not a binding agreement between the parties (save for the confidentiality provisions), and no such agreement shall exist until both parties have negotiated, prepared and executed a separate written agreement establishing a binding set of obligations between the parties, and approved by each party's authorities or board of directors in relation to specific objectives stated below. This MOA is intended to establish a basis upon which RTU and NPRU may explore areas of cooperation, and the parties will also explore cooperation on **Arts and Science, Engineering, Information Technology, Business, Nursing, Education, and Languages**. The parties believe that such endeavors would be in the interest of both parties, and of the academic activities in Asia. In this regard, the parties agree to discuss and explore the following objectives:

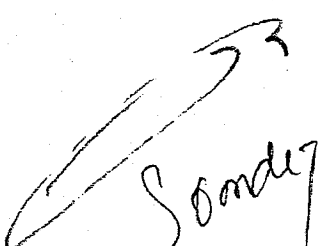
- i. Students and staff exchange

Sandy
Sonping
Alfredo
Rungtira

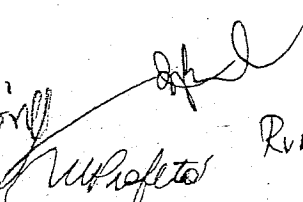
- ii. Collaboration in research and development, particularly in Engineering, Information Technology and Languages
- iii. Development of joint programs and courses including Engineering, Business, Education, Arts and Sciences, Nursing, Information Technology, and Languages and Post-graduate programs
- iv. Joint NPRU-RTU scientific and technological research
- v. Joint NPRU-RTU scientific and technological meetings, conferences, symposiums and lectures
- vi. Joint proposal writing to run local and international programs
- vii. Exchange academic information, documentation, and materials wherever appropriate

Details of the above-mentioned programs should be negotiated based on mutual consultation and governed by the policies and procedures between the parties pursuant to this MOA.


2. **Contact Person:** NPRU hereby appoints Dr. Sompong Thongngamdee, University Academic Director and RTU appoints Dr. Myrna Profeta, Vice-President for Academic Affairs to coordinate and oversee all discussions between the parties pursuant to this MOA.
3. **Mutual Expense and Reliance:** The host university will be responsible for the living accommodations during the discussions in the connection with this MOA, and all discussions shall be done in good faith for the mutual benefits of both parties involved. Any action taken in the reliance on the understanding expressed in this MOA shall be at the parties own risk.
4. **Confidentiality:**
 - a. All information exchanged between parties in connection with this MOA or during discussions preceding this MOA and relating to this MOA or to any matter contemplated by this MOA, and any discussions held between the parties are CONFIDENTIAL to them and may not be disclosed to any third party during the period of this MOA or anytime thereafter except:
 - i. With the written consent of the other party;
 - ii. If required by to be disclosed;
 - iii. In connection with legal proceedings by authority of a court of competent jurisdiction; or
 - iv. If the information is or becomes generally and publicly available but not as a result of breach by the other party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this MOA



 Sompong Thongngamdee



 Myrna Profeta

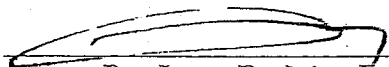


 Ringtara

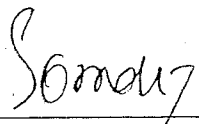
b. The obligation of confidentiality herein shall survive the termination of this MOA and shall remain binding on the parties without limitation of time

5. **Implementation and Termination:** This MOA will come into effect on the day on which it is signed by both parties. It will continue for a period of three (3) years, thereafter the MOA may be extended for a further period by written agreement between both parties.
6. **Limitation and Liability:** In no event shall either party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special, or consequential damages in connection with the performance of this MOA.
7. **Modification:** No variation, modification, alteration of any provisions of this MOA shall be effective unless made with prior written agreement of the parties.
8. **Governing Law and Jurisdiction:** This MOA and any final agreement entered pursuant to this MOA shall be governed by and conducted in accordance with the laws of Thailand and Philippines. Any dispute, controversy, or claim arising out of or relating to this MOA, of the breach, termination, or invalidity thereof, shall be decided and finally resolved by arbitration, by one arbitrator in accordance with the Arbitration Rules of Singapore International Arbitration Centre ("SIAC Rules"). The language to be used in the arbitration proceedings shall be English.

IN WITNESS WHEREOF, the parties have signed and executed this Memorandum of Agreement on the date first above written.

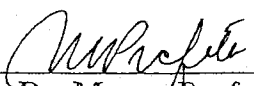


Dr. Jesus Rodrigo F. Torres
President
Rizal Technological University
RTU

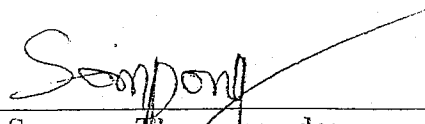


Asst. Prof. Somdej Ninkapan
President
Nakhon Pathom Rajabhat University
(NPRU)

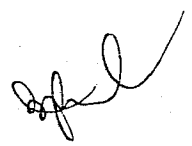
Witnesses:



Dr. Myrna Profeta
Vice President for Academic Affairs
Rizal Technological University



Dr. Sompong Thonggamdee
University Academic Director
Nakhon Pathom Rajabhat University



Merlene M. Bernal

Dr. Merlene M. Bernal
Vice President for Production,
Research and Extension
Rizal Technological University

Rungtiwa Chid tong

Dr. Rungtiwa Chid tong
Vice-Director for Academics
Nakhon Pathom Rajabhat University

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

BEFORE ME A NOTARY PUBLIC, for and in the City of Manila, this
_____ day of MAY 02 2014 personally appeared the persons herein below mentioned:

Name	Government Issued ID	Place and Date of Issue
Dr. Jesus Rodrigo F. Torres		
Asst. Prof. Somdej Ninlapan		

Who known to me and to me known to be the same persons who executed the foregoing instrument consisting of four (4) pages including this page whereon this acknowledgement is written and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL on date and at the place first above written.

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Series of 2014

Edwin G. Condaya
EDWIN G. CONDAYA
NOTARY PUBLIC
PASIG, TAGAYUAN & SAN JUAN
UNTIL DEC. 31, 2014
PTR NO. 9829478 / 01-03-14
IBP NO. 950617 / 01-03-14
ROLL NO. 26683
TIN NO. 210-588-191-000
MOLE IV - 0005243

Somdej Ninlapan
Company
(M. Profita)

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