



MEMORANDUM OF UNDERSTANDING BETWEEN UNIVERSITY OF THE PHILIPPINES AND UNIVERSITY OF NAPLES "L'ORIENTALE"

This Memorandum of Understanding ("MOU") executed this ______ day of____, by:

UNIVERSITY OF THE PHILIPPINES, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008" through its constituent university at Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City, 1101, Philippines, represented herein by its Chancellor, **EDGARDO CARLO L. VISTAN II**, hereinafter referred to as "**UPD**";

-and-

UNIVERSITY OF NAPLES "L'ORIENTALE", with official address at Via Chiatamone 61/62 80121 Napoli, represented by its **Rector**, **ROBERTO TOTTOLI**, herein referred to as "**ORIENTALE"**;

recognizing the benefits to their respective universities from the establishment of institutional links, conclude this MOU.

- The purpose of this Memorandum of Understanding is to develop academic cooperation and promote mutual understanding between the two Universities; specifically between UPD through the College of Arts and Letters (CAL) and ORIENTALE.
- 2. Both Universities agree to develop the following activities in academic areas of mutual interest, on the basis of equality and reciprocity;
 - a. Exchange of faculty as teachers, as advisers (studio/research mentors), and as researchers;
 - b. Exchange of students;
 - Sharing lecture series and research projects/creative works of visiting professors and consultants;

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- d. Exchange of academic information and materials;
- e. Other forms of academic cooperation.
- 3. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed upon between the schools or institutes, which carry out the specific projects. Both Universities agree to carry out these activities in accordance with the laws and regulations of their respective institutions after full consultation and approval from the other party.
- 4. It is understood that the implementation of any of the cooperation activities stated in Clause 2 may be restricted depending upon the availability of resources and funds at the Universities concerned.
- 5. Both Universities agree that, in the event of research collaboration leading to patent rights, copyrights or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property. Both Universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise, the terms of which shall then be contained in a separate agreement. This understanding shall be based on the laws, rules and guidelines then implemented in each University.
- 6. This MOU supersedes any prior written or oral agreements between the Universities.
- 7. This MOU may be amended or modified by a written agreement signed by the representatives of both Universities.
- 8. In the event of an unforeseen incident during collaborative activities in either institution, both Universities agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated into the specific agreements mentioned in Clause 3.
- 9. This MOU is valid for a period of five (5) years counted from the date of last signing by the representative of either University. The date of signing must be communicated to the other party. This MOU may be renewed after being reviewed and renegotiated by both Universities. Unless there is formal communication between the parties to terminate this MOU, it shall be assumed that there is intent to renew the MOU for the same period.
- 10. This MOU may, at any time during its period of validity, be terminated by the Universities, upon prior notice to the other party in writing, at least six (6) months before the termination date. This must be without prejudice to the completion of any ongoing programs.



- 11. Should any disagreement arise out of the application, interpretation or implementation of this Agreement, the Universities shall endeavor to exercise their best efforts to negotiate the differences.
- 12. The Universities mutually agree that they will process personal information and sensitive personal information in conformity with the provisions of Republic Act No. 10173 (Data Privacy Act of 2012) and with GDRP n. 679 (General Data Protection Regulation) of 2016 and all other applicable laws and regulations.

The Universities shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of personal information and sensitive personal information that may come to its knowledge or possession by reason of any provision of this MOU and that its employees, agents, representatives, or any person acting under its authority shall hold said information under strict confidentiality at all times.

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By:

EDGARDO CARLO L. VISTAN II

Chancellor &

Date: 12 December 2023

UNIVERSITY OF NAPLES "L'ORIENTALE"

Ву:

ROBERTO TOTTOLI

Rector

Date: 2 0 SET, 2023

WITNESSES:

JIMMUEL C. NAVAL, Ph.D.

Dean, College of Arts and Letters

ANDREA MANZO

Head, Department of Asia, Africa, and

Mediterranean of Orientale

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