

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

The **UNIVERSITY OF ALGARVE** is a Portuguese public Higher Education Institution, created by Law nr. 11/79, of March 28th 1979, with legal autonomy and its own governing bodies. Is represented by the Rector, **PROFESSOR ANTÓNIO MANUEL DA COSTA GUEDES BRANCO** acting on the basis of the Statute, and having its address at Campus da Penha, Estrada da Penha, 8005-139 Faro – Portugal (hereinafter referred to as "UAlg").

### AND

The "**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, **DR. MICHAEL L. TAN**, hereinafter referred to as the "**UNIVERSITY**"

recognizing the benefits to their respective Universities from the establishment of institutional links, conclude this Agreement.

1. The purpose of this Agreement is to develop academic cooperation and promote mutual understanding between the two Universities;
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, researchers and other research and administrative staff;
  - b. Exchange of students;
  - c. Collaborative research projects;
  - d. Lectures and symposia;
  - e. Exchange of academic information and materials
  - f. Other forms of academic cooperation
3. The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed upon between the schools or institutes which carry out the specific projects. This shall be subject of a separate written agreement between the two universities. Both Universities agree to carry out these activities in accordance with the laws and regulations of their respective countries after full consultation and approval from the other party.
4. It is understood that the implementation of any of the cooperative activities stated in clause 2 may be restricted depending upon the availability of resources and funds at the Universities concerned.

5. Both parties 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.
6. This Agreement may be amended or modified by a written agreement signed by the representatives of both Universities.
7. In the event of an unforeseen incident during collaborative activities in either country, 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.
8. This Agreement is valid for a period of three (3) years from the date of signature by the representatives of both Universities. This Agreement may be renewed after being reviewed and renegotiated by both Universities.
9. This Agreement 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 months before the termination date.
10. 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.

UNIVERSITY OF ALGARVE

By:



**ANTÓNIO MANUEL DA COSTA  
GUEDES BRANCO, PhD**  
Rector

Date: 12/10/2017

UNIVERSITY OF THE PHILIPPINES

By:



**MICHAEL L. TAN, Ph.D.**  
Chancellor *ml*

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