

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement") is executed on the 29th day of January 2016 by and between:

MIRIAM COLLEGE FOUNDATION INC., an educational institution duly organized and existing under and by virtue of the laws of the Philippines, with office address at Katipunan Road, Loyola Heights, Diliman, Quezon City represented herein by its President, **DR. ROSARIO O. LAPUS**, hereinafter referred to as "**MC**";

AND

UNIVERSITY OF MALANG, an educational institution duly organized under the laws of Indonesia, with its principal place of business at Jalan Semarang 5, Malang, Indonesia, represented herein by its Rector/President, **PROF. DR. AHMAD ROFTUDDIN**, hereinafter referred to as "**UM**";

WITNESSETH THAT:

WHEREAS, MC and UM have each established excellent reputations for world-class education in a variety of undergraduate and graduate courses;

WHEREAS, UM proposes that **MC** offer a customized Diploma in Education programs with specializations in Social Studies Teaching (collectively referred to as the "Programs") to particular Indonesian residents;

NOW, THEREFORE, and in consideration of the mutual understanding and commitments set forth in this Agreement, the Parties hereto agree as follows:

1) GENERAL FRAMEWORK FOR THE PROGRAMS

- a) Specializations: Social Studies Teaching
 - i) *Provided*, that the specialization in Social Studies shall only be offered after a favourable response from the Philippine Commission on Higher Education as to the offering of the program.
- b) Number of Units: Equal to six (6) classes of three (3) units each. Total of eighteen (18) units.
- c) Duration: Three (3) months to begin on April 2016 and end on June 2016.

2. MC's OBLIGATIONS

- a) Provide classrooms, equipment and laboratory rooms on **MC** campus to serve as venues for the conduct of the program.

- e) Award Diplomas to **UM**'s students who successfully completed the Programs;
- d) Arrange for the transportation of **UM**'s students to **MC** upon their arrival and from **MC** to the airport after the completion of the Programs. The schedule shall be subject to the approval of **MC**;
- e) Provide accommodations for **UM**'s students who have paid **MC**'s fees and have complied with **MC**'s regulations;
- f) Compliance with the above obligations shall be subject to **MC**'s rules and regulations, including any amendments and revisions thereto. This shall include, but not limited to, admission requirements, academic, and disciplinary regulations; and
- g) Permit **UM** and its duly authorized officers and employees, to use its brand, logos and designs and other promotional materials (hereafter referred to as "Materials") to implement this Agreement.
 - i) All Materials provided to **UM** by **MC** and vice-versa pursuant to this Agreement shall be and remain the sole property of each party.
 - ii) **MC** shall have the right of prior approval of the use and display by **UM** of the **MC** Materials.
 - iii) **UM** agrees to use best effort to return and deliver said Materials to **MC** or to a place designated by **MC** in accordance with **MC**'s instructions promptly following the termination of the Agreement. **UM** agrees to use its best effort to follow procedures reasonably required by **MC** to safeguard **MC**'s propriety interest in the Materials and to safeguard the condition thereof.
 - iv) All rights in the Materials not expressly granted herein are reserved to **MC**. Nothing herein shall be deemed to prevent **MC** from using or licensing the use of its Materials outside of **UM** in any manner it chooses.

3) **UM's OBLIGATIONS**

- a) Exert best effort to promote **MC** and its Programs at its expense;
- b) Send qualified students to **MC** according to the criteria, rules and regulations imposed by **MC**;
- c) Promptly forward all the students' applications with copies of the transcripts, certificates and other documents deemed necessary by **MC**;
- d) Provide accurate information about **UM**'s students to **MC** at least one month prior to every session of intake in accordance with the format and requirements of **MC**;
- e) Coordinate the travels of students recruited by **UM** to study at **MC**;
- f) Ensure that **UM**'s students comply with **MC**'s rules and regulations, including any amendments and revisions thereto;
- g) Ensure that tuition and other fees are promptly paid to **MC** before the start of the Program;
- h) Liaise between **MC** and **UM**'s students to maintain an accurate flow of information between **MC** and the students; and
- i) Actively mediate any disputes between the students and **MC**'s management or employees.

4) **TERM**

- a) This Agreement shall be for a period of five (5) years commencing from date of execution hereof, unless terminated earlier by mutual consent of the parties, or with one month prior

notice to the other party on the ground of material breach of any of the provisions of this Agreement without justifiable cause.

- b) In the event that the Agreement is terminated during the semester of an academic year, both parties agree that in such an eventuality, they will exert reasonable efforts to ensure that the career of each student is not affected.
- i) MC and UM, or their representatives shall promptly deliver to the other party all correspondence, documents, specification papers and property owned by the other party after the termination of the Agreement.

5) REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

- a) Each party hereto represents, warrants, and covenants to the other party, which representations, warranties and covenants shall survive the execution and delivery of this Agreement, as follows:
- i) MC and UM are juridical entities duly organized and validly existing under Philippine (MC)/ Indonesian (UM) laws and are qualified to do business in every jurisdiction in which the nature of the business conducted or proposed to be conducted by it makes such qualification necessary.
- ii) It has full legal rights, power and authority to carry on its business as now being or as proposed to be conducted, to own its properties and assets, to incur the obligations provided for in this Agreement, to execute and deliver all documents contemplated hereunder, and to perform and observe the terms and conditions hereof and of this Agreement.
- iii) All appropriate and necessary corporate and legal actions have been taken by it to authorize the execution, delivery and performance of this Agreement.
- iv) The execution and performance of this Agreement and the transactions contemplated hereby:
- 1) Will not violate or contravene its articles of incorporation or by-laws;
 - 2) Will not conflict with or result in the breach of any provisions of any agreement or instrument to which it is a party or any of its properties or assets bound; and
 - 3) Will not constitute a default or an event that, with the giving of notice or the passing of time, or both, would constitute a default under any such agreement or instrument.
- b) Each of the parties agrees to indemnify and hold harmless the other party, their respective officers, directors, employees and agents, from and against any claims, actions or demands, including reasonable legal and accounting fees, resulting from the breach of any of the terms of this Agreement by the other party, or any representations of the other party being incorrect or inaccurate.

6) INDEPENDENCE

- a) The parties are separate and independent legal entities. Nothing contained in this Agreement shall be deemed to constitute either party an agent, representative, joint venture, or employee of the other party for any purpose.
- b) Each party shall ensure that all entities it deals with shall be accurately informed of the nature of the relationship created by this Agreement.

7) **WAIVER, ASSIGNMENT AND SEPARABILITY**

- a) No waiver, amendment or modification of any provision of this Agreement shall be effective unless consented to by both parties in writing. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.
- b) No Party may assign its interest in this Agreement without the written consent of the other Party, which consent may be withheld in its sole discretion.
- c) If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in effect.

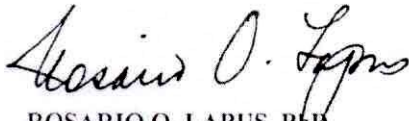
8) **TERM**

This agreement shall commence **FEBRUARY 2016** and end **JANUARY 2021** unless terminated and or extended in writing by either or both parties.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement this **29TH** day of **JANUARY**, 2016 at Santiago's Katipunan, Quezon City.

MIRIAM COLLEGE

by:



ROSARIO O. LAPUS, PhD
President
Miriam College

UNIVERSITY OF MALANG

by:



PROF. DR. AHMAD ROFI'UDDIN
Rector/President
University of Malang

Signed in the presence of:



ROSARIO MARGARITA A. ALIGADA, PhD
Dean, College of Education
Miriam College



PROF. SIUSANA KWELDJU
Professor and Director, Linguistics
University of Malang