

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the ____ day of October 2014:

Between:

- (1) **LYCEUM OF THE PHILIPPINES UNIVERSITY – BATANGAS, INC.**, a private educational institution, created pursuant to the laws of the Philippines, with business address at Capitol Site, Batangas City, 4200 Philippines, represented by its President, **Dr. Peter P. Laurel** and Treasurer, **Ms. Josefina P. Laurel** and hereinafter referred to as “**LPU-B**”;
- (2) **TECHNOLOGICAL EDUCATIONAL INSTITUTE OF ATHENS**, an exempt charity with business address at **Ag. Spiridonos , 122 10, Egaleo, TEI Athens**, represented by its President, **Professor Michalis Bratakos** and President of Council of TEI Chancello 1, **Dr. Elias Siores** and hereinafter referred to as “**TEI**”.

Each referred to as “**PARTY**” and collectively shall be referred to as “**PARTIES**”.

Background:

- A. The Parties seek to demonstrate by signing this Memorandum their commitment to co-operation in terms of common interest through the development of collaboration in academic research, academic programs and associated areas between **TEI** and **LPU-B**.
- B. The Parties recognise the mutual benefit each will gain from working together and the value this will add to the work of the Higher Education sectors.

It is agreed:

1. PURPOSE

The purpose of this Memorandum is to facilitate co-operation in establishing the diverse courses (Franchising Agreement) and other programs between **TEI** and **LPU-B**.

2. SCOPE OF CO-OPERATION AND/OR ACTIVITIES

The Parties may undertake the following activities or a combination thereof (and such other activities as agreed in writing between the Parties from time to time):
[eg. N Offering academic programs, workshops; conferences; staff and student visits and exchanges; joint bids to third party funding bodies; scholarships and bursaries; research projects].

3. MANAGEMENT OF CO-OPERATION

- 3.1 The Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful operation of this Memorandum.2

3.2 The arrangement will be managed by [SPECIFY eg. a steering group of _____ comprising _____ members of staff nominated by each Party.] The Steering Group will meet at least twice a year] and will review progress of current activities under the agreement and determine its future direction.

4. MISCELLANEOUS

4.1 Except in respect of this clause 4 which the Parties intend will be legally binding and shall survive termination of this Memorandum, this Memorandum is not intended to be legally binding or create, evidence or imply any contract or obligation to enter into a contract.

4.2 Each Party shall be responsible for its own costs in relation to all matters arising out of this Memorandum.

4.3 Term and Termination:

4.3.1 This Memorandum shall commence on the date of this Memorandum and shall, subject to earlier termination, continue until [SPECIFY].

4.3.2 This Memorandum may be terminated at any time with immediate effect by either Party upon written notice to the other Party.

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4.4 The Parties agree for a period of 5 years from the date of disclosure to keep confidential the other Party's information marked 'Confidential' or which from its very nature is obviously confidential. The obligations of confidentiality on a Party will not apply to any information which is publicly available or which becomes available through no act or omission of that Party or, which is necessarily disclosed by a party pursuant to a statutory obligation. The Parties shall comply with the Data Protection Act 1998 (as amended from time to time).

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4.5 Any intellectual property owned by a Party and used by the other Party under this Memorandum shall remain the property of the disclosing Party with no rights being created in such intellectual property for the other Party. In addition, no Party may use the name or logo of any other Party without the prior written consent of that other Party.

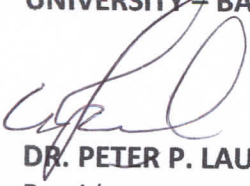
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4.6 Nothing in this Memorandum, and no action taken by the Parties, shall constitute or be deemed to constitute a relationship between the Parties of partnership, joint venture, principal and agent or employer or employee. Each Party warrants that it shall not represent that it has any authority to act or enter into commitments on the other Party's behalf.

4.7 This Memorandum may be executed in any number of counterparts, each of which so executed will be an original, but together will constitute one and the same instrument.

4.8 The Parties to this Memorandum do not intend that any of its terms will be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person not a Party to it.

SIGNED BY the duly authorised representatives of the Parties on the date stated at the beginning of this Memorandum.

LYCEUM OF THE PHILIPPINES
UNIVERSITY - BATANGAS, INC.



DR. PETER P. LAUREL
President

MS. JOSEFINA P. LAUREL
Treasurer



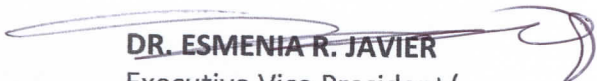
TECHNOLOGICAL EDUCATIONAL INSTITUTE
OF ATHENS

PROFESSOR MICHALIS BRATAKOS
President



DR. ELIAS SIORES
President of Council of TEI
Chancellor 1

WITNESSES:



DR. ESMENIA R. JAVIER
Executive Vice President/
VP Academic and Research



JOY CLARITA C. VILLAPANDO, PHD.
Associate



DR. LEON R. RAMOS JR.
Executive Director
Linkages and International Affairs