



MEMORANDUM OF UNDERSTANDING



Between

WALAILAK UNIVERSITY

**THE SCHOOL OF LANGUAGES AND GENERAL EDUCATION
WALAILAK UNIVERSITY
Tha Sala District, Nakhon Si Thammarat Province, Thailand**

And

**BATANGAS STATE UNIVERSITY
Batangas City, Republic of the Philippines**

KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Understanding entered into this 9th day of September 2021 in the City of Batangas, Philippines by and between:

THE SCHOOL OF LANGUAGES AND GENERAL EDUCATION (SOLGEN) is an academic unit of **WALAILAK UNIVERSITY**, a public university duly existing under the laws of Thailand, with principal address at 222 Tambon Thai Buri, Amphoe Tha Sala, Chang Wat Nakhon Si Thammarat 80160, Thailand, herein represented by its President, **Dr. SOMBAT THAMRONGTHANYAWONG**, hereinafter referred to as the "**WALAILAK UNIVERSITY**"

-and-

BATANGAS STATE UNIVERSITY, a state university created by virtue of Republic Act 9045, as amended by Republic Act 9472, with principal office address at Rizal Avenue Extension, Batangas City, Philippines, herein represented by its University President, **Dr. TIRSO A. RONQUILLO**, hereinafter referred to as the "**BatStateU**".

WHEREAS, the parties hereby intend to encourage academic cooperation through academic exchange, collaborative projects, participation in academic programs, and other mutually beneficial activities in the area of Research;

WHEREAS, the specific details of any activity as stated above may be set forth in a separate Memorandum of Agreement (MoA) or any similar document which, upon signing, shall become an integral part of this Memorandum of Understanding (MoU);

NOW THEREFORE, in consideration of the foregoing premises, the PARTIES hereby agree to the following terms and conditions:

1. AREAS OF UNDERSTANDING

1.1 The relationship created by this MoU is not intended to be binding in any court of law. Any collaborative ventures that may bind the parties are subject to contractual agreements, which include terms relating to ownership, intellectual property, financial arrangements, use of resources, etc.

1.2 This MoU is intended to establish a basis upon which the parties may explore areas for cooperation. In this regard, the parties agree to the following goals and objectives as part of their international collaboration programs:

- a) To facilitate academic development exchanges between the parties, including mutual visits by faculty members to pursue research and participate in seminars, conferences, workshops, etc.;
- b) To facilitate study visits and student exchange where appropriate for the purpose of engaging in mutually beneficial activities;
- c) To conduct collaborative research projects, share expertise, and joint development of research;
- d) To organize and participate in joint academic programs including conferences, workshops, publications, and seminars; and
- e) To promote any other academic cooperation as mutually agreed.

2. IMPLEMENTATION AND COORDINATION

2.1 The terms of such cooperation shall be discussed and agreed upon in writing by the respective competent authority of each institution prior to the initiation of any particular program of activity. Specific projects or activities initiated by the parties shall be administered and entered into under separate project documents, and/or written agreements, duly signed by the parties involved stipulating the following:

- a) The scope, timeframe, and objectives of the activity in detail;
- b) The responsible persons from the parties that are concluding the agreement. The persons named will be directly responsible for the implementation and oversight of the proposed activity. Changes to the personnel involved may be made at the discretion of the parties, in coordination with the institutional points of contact at the parties named in Clause 2.2 of this MoU;
- c) The commitment of resources, if applicable, and the attendant financial obligations of the parties. This MoU does not require either party to support any new financial commitment unless expressly agreed otherwise by the partnering departments or units.

2.2 In order to oversee this MoU and coordinate with the associated departments and separate supplementary agreements, both parties agree that the institutional points of contact shall be the following:

Part A: Asst. Prof. Mark B. Ulla
Head, Research Department
mark.ul@mail.wu.ac.th

Part B: Dr. Francis G. Balazon
Vice Chancellor, Research, Development and Extension
Dean, College of Informatics and Computing Sciences
francis.balazon@g.batstate-u.edu.ph

3. DURATION

This MoU shall take effect when signed by both parties and will remain in effect for an initial period of three (3) years. After three (3) years, both institutions agree to evaluate this MoU for future cooperation. Both institutions acknowledge that this MoU is subject to revision and termination without cause at any time by mutual consent, or by three (3) months written notice by either party.

4. AMENDMENT

The parties may revise, amend, or modify all or any part of this MoU by way of mutual consent in writing which shall come into force on such date to be determined by the Parties.

5. CONFIDENTIALITY

All information and/or data that may be exchanged, acquired, and shared in connection with the areas of cooperation between the parties pursuant to this MoU shall be treated as strictly confidential and shall not under any circumstances be divulged by the receiving party unless otherwise the same has already been in the public domain. This obligation shall continue to bind the parties hereto notwithstanding the termination of this MoU.

6. RESULTS OF COLLABORATION

Ownership of any research findings, curriculum, content, and intellectual property arising from collaborative and research studies shall be decided upon through mutual agreement of the parties. Any publication, application, and use regarding the same shall only be allowed after obtaining written consent of both the Parties.

7. LIMITATION OF 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 under this MoU.

8. GOOD FAITH

In entering into this MoU, the parties recognize that it is impractical to make provisions for every contingency that may arise in the course of the performances thereof. Accordingly, the parties hereby declare it to be their intention that this MoU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of any of the parties. If in the course of this MoU, unfairness to any party is disclosed or anticipated or any dispute arises, the parties shall use their best endeavors to agree upon such action as may be necessary and equitable to remove or resolve the cause(s) of the same. If the parties hereto fail to resolve the disputes or disagreements amicably, the MoU shall be deemed to be terminated forthwith.

Handwritten signatures in blue ink on the left margin, including a checkmark and several illegible signatures.

9. COSTS

No party shall incur any expenditure on behalf of the other party. Each party shall be responsible for its own expenses incurred unless otherwise agreed upon prior to carrying out the activities under this MoU.

10. TERMINATION

Either party may terminate this MoU for any reason whatsoever by giving to the other party a written notice of three (3) months. Where such termination occurs, the provisions of this MoU shall continue to apply to on-going programs or activities until their completion.

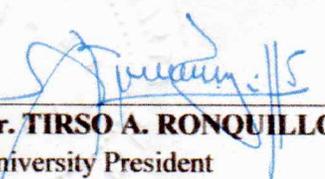
11. NOTICE

Any notice required to be given hereunder shall be in writing and shall be delivered by courier service or facsimile to the address stated herein.

IN WITNESS WHEREOF the parties hereto have their authorized representatives set their hands the date and year first above mentioned.

On behalf of Batangas State University

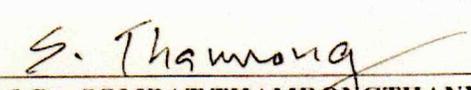
On behalf of Walailak University



Dr. TIRSO A. RONQUILLO

University President

Date:



Prof. Dr. SOMBAT THAMRONGTHANYAWONG

President

Date:

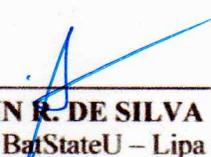
Signed in the Presence of:



Atty. NOEL ALBERTO S. OMANDAP

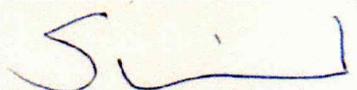
OIC-Vice President for Development and External Affairs

Batangas State University



Atty. ALVIN R. DE SILVA

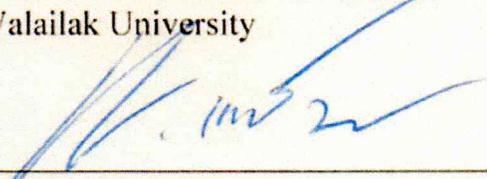
Chancellor, BatStateU – Lipa



Assoc. Prof. Dr. SURIN MAISRIKROD

Vice President, Global Engagement and Faculty Development

Walailak University



Asst. Prof. Dr. PONGSATHORN DECHATIWONGSI NA AYUTHAYA

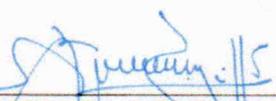
Dean, School of Languages and General Education (SOLGEN)

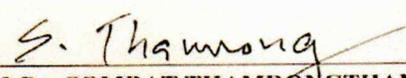
Walailak University

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CITY **LIPA CITY**

BEFORE ME, a Notary Public for and in City of Batangas, Philippines, this **28 OCT 2021** of _____, personally appeared and exhibited to me his competent proof of identity:


Dr. TIRSO A. RONQUILLO
University President, BatStateU
Date: _____


Prof. Dr. SOMBAT THAMRONGTHANYAWONG
President, Walailak University
Date: _____

Known to me to be the same person who executed the foregoing document consisting of five (5) pages including this page, and acknowledge to me that the same is his free and voluntary act and deed and of the corporations represented.

WITNESS my hand and notarial seal.

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Series of 2021


ATTY. MARIETA BAROJA-IGARTA
Notary Public
NC No. 2019-0016 Until December 31, 2021
116 Tanco Drive, Maraway, Lipa City, Batangas
PTR No. 5805376; 1/1/20 Lipa City
IBP Life Member No. 04827; Roll of Attorney No. 25111
MCLE Compliance No. VI-0024433