



AGREEMENT ON ACADEMIC EXCHANGE

BETWEEN



UNIVERSITY OF THE PHILIPPINES DILIMAN

AND

GRADUATE SCHOOL OF ENGINEERING

SCHOOL OF ENGINEERING

OSAKA UNIVERSITY

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 "**UPD**"

and

the **GRADUATE SCHOOL OF ENGINEERING/SCHOOL OF ENGINEERING, OSAKA UNIVERSITY**, with official address at 2-1 Yamadaoka, Suita, Osaka, Japan, represented herein by its Dean, **PROF. TOSHIHIRO TANAKA**, hereinafter referred to as "**Osaka University**",

with the objective of promoting cooperation in the fields of education and academic research, agree to conclude the following agreement on academic exchange.

Handwritten signatures in blue ink, including the signature of Prof. Toshihiro Tanaka and the signature of Dr. Michael L. Tan.

Article 1

The purpose of this Agreement is to develop academic and educational cooperation and promote mutual understanding between the two institutions.

Article 2

Both institutions agree to promote the following cooperative activities in academic areas of mutual interest, on the basis of equality and reciprocity:

- a) Exchange of faculty members, researchers and other research and administrative staff;
- b) Exchange of undergraduate and graduate students;
- c) Conduct of collaborative research projects;
- d) Conduct of lectures and symposia;
- e) Exchange of academic information and materials; and
- f) Promotion of other academic cooperation as mutually agreed.

Article 3

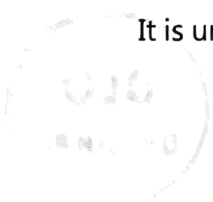
These activities will be conducted as required, after discussion and agreement between representatives of both institutions.

Article 4

Specific matters pertaining to the implementation of the exchanges between both institutions shall be negotiated and agreed upon by the parties concerned in each specific case, and shall also be subject to a separate written agreement between both institutions. Both institutions agree to carry out the activities concerned with the exchanges in accordance with the laws and regulations of the respective countries after full consultation and approval.

Article 5

It is understood that the implementation of any of the types of cooperation stated in Article 2



may be restricted depending upon the availability of resources and financial support at the institutions concerned.

Article 6

Should any collaborative research activity under this Agreement result in any potential for intellectual property, both institutions shall seek equitable and fair understanding as to the ownership and other property interests that may arise, and the further agreement must be negotiated in each case in accordance with the policies of both institutions on intellectual property. This understanding shall be based on the laws, rules and guidelines then implemented in each institution.

Article 7

This Agreement may be amended or modified by a written agreement signed by the representatives of both institutions.

Article 8

In the event of any unforeseen incident during collaborative activities in either country, both institutions agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated in the specific agreements mentioned in Article 4.

Article 9

This Agreement is valid for a period of three (3) years from the date of signature by the representatives of both institutions and shall be automatically renewed for another two (2) years upon completion by both parties of the Progress Report for the first 3 years. This Agreement may be renewed by mutual written agreement of the parties hereto, after being reviewed and renegotiated by both institutions.

Handwritten signatures of two individuals, likely representing the institutions mentioned in the agreement. The signatures are in black ink and appear to be stylized cursive or semi-cursive.

Article 10

This Agreement may, at any time during its period of validity, be terminated by one of the institutions, upon prior notice to the other in writing not later than six months before the termination date. However, the termination of this Agreement shall not affect the implementation of the collaborative activities established under it prior to such termination.

Article 11

In the absence of any such early termination, the renewal of this Agreement shall be discussed by both institutions at least six (6) months prior to the natural termination of the current Agreement.

Article 12

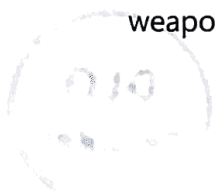
Should any disagreement arise out of the application, interpretation or implementation of this Agreement, the institutions shall endeavor to exercise the best efforts to negotiate their differences. Alternative methods of dispute resolution shall be exhausted before resort to court litigation.

Article 13

The applicable law of this agreement shall be the laws of the Philippines, when the cooperation is carried out at UPD, and by the laws of Japan when carried out at Osaka University.

Article 14

Both institutions agree to adhere to and comply with applicable export control laws and regulations. Both institutions also agree that this academic exchange does not aim for design or development of military equipment, including but not limited to Weapons of Mass Destruction; Weapons of Mass Destruction are defined as Nuclear, Chemical, Biological weapons and Missiles, and other Unmanned Aerial Vehicles for military use.



Handwritten signatures and initials are present in the bottom right corner of the page.

Article 15


This agreement is to be executed in English and each institution shall retain an original copy.

UNIVERSITY OF THE PHILIPPINES

GRADUATE SCHOOL OF ENGINEERING

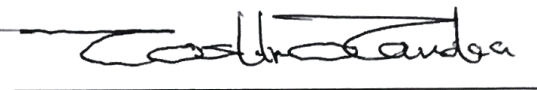
SCHOOL OF ENGINEERING

OSAKA UNIVERSITY



MICHAEL L. TAN, Ph.D. *Shannon*

Chancellor



TOSHIHIRO TANAKA, Ph.D.

Dean

Date: 5 October 2017

Date: 27 July 2017


WITNESSES



RIZALINDA L. DE LEON, Ph.D.

Dean

College of Engineering



KIYOSHI FUJITA, Ph.D.

Professor/Director

Center for International Affairs





ARMIN B. SARTHOU

Dean

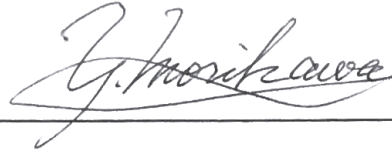
College of Architecture



PERRY S. ONG, Ph.D.

Dean

College of Science



YOSHITADA MORIKAWA, Ph.D.

Professor

Department of Precision Science and
Technology and Applied Physics





**MEMORANDUM OF AGREEMENT
ON STUDENT EXCHANGE**



大阪大学
OSAKA UNIVERSITY

BETWEEN

UNIVERSITY OF THE PHILIPPINES DILIMAN

AND

**GRADUATE SCHOOL OF ENGINEERING
SCHOOL OF ENGINEERING
OSAKA UNIVERSITY**

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 "**UPD**"

and

The **GRADUATE SCHOOL OF ENGINEERING/SCHOOL OF ENGINEERING, OSAKA UNIVERSITY**, with official address at 2-1 Yamadaoka, Suita, Osaka, Japan, represented herein by its Dean, **PROF. TOSHIHIRO TANAKA**, hereinafter referred to as "**Osaka University**",

based on the "AGREEMENT ON ACADEMIC EXCHANGE BETWEEN THE UNIVERSITY OF THE PHILIPPINES DILIMAN AND THE GRADUATE SCHOOL OF ENGINEERING/SCHOOL OF ENGINEERING, OSAKA UNIVERSITY", hereby enter into the following memorandum for the smooth implementation of student exchange.

1 IMPLEMENTING UNITS & COORDINATORS

- (1) Implementing units for this Memorandum of Agreement (MOA) are the Graduate School of Engineering / School of Engineering for Osaka University, and the College of Engineering, the College of Science and the College of Architecture for UPD.
- (2) Each implementing unit will designate a Coordinator to oversee the activities implemented under the Agreement. Coordinators should communicate regularly with each other and with their respective international offices – the Center for International Affairs of the Graduate School of Engineering/School of Engineering for Osaka University and the Office of International Linkages Diliman-Office of the Vice-Chancellor for Academic Affairs (OILD-OVCAA) for UPD. Coordinators may assign or delegate aspects of the program to other people, such as faculty advisers. Coordinators are responsible for ensuring that these other program participants will perform in accordance with the terms of the Agreement.

2 NUMBER OF EXCHANGE STUDENTS AND PERIOD OF STUDY

Both institutions may send up to five (5) exchange students to the host institution each year for no longer than one year, throughout the duration of this agreement, unless the number is varied by mutual agreement. Both institutions will review the program regularly and will yearly adjust the actual number of students to be exchanged in advance, as necessary, to maintain a reasonable balance in the exchange.

3 STATUS OF EXCHANGE STUDENTS

Exchange students shall retain their degree-seeking status at their home institution, and shall be cross-enrollees at the host institution. Exchange students must return to their home institution and finish their degree after their student exchange program at the host institution.

4 SELECTION OF EXCHANGE STUDENTS

- (1) The exchange program is open to undergraduate and graduate students from both institutions who are in good academic standing at their home institution. Undergraduate students must have completed at least one year of study.
- (2) Exchange students will be selected by the home institution generally on the basis of academic merit, emotional maturity, long-term goals, and preparedness to undertake a period of study abroad and subject to acceptance by the host institution undertaking the normal admission procedures.
- (3) The field of study for each student shall be such that the host institution can appoint a qualified advisor and provide appropriate courses of study.
- (4) Exchange students shall possess language skills and other academic abilities at or above a certain level to handle the programs at the host institution.
- (5) Coordinators, together with their respective international offices shall nominate their selected students, taking into account the number of allocated slots available.
- (6) The host institution shall have the right to disapprove cross-enrollment of students who do not meet the host institution's cross-enrollment requirements.
- (7) The host institution shall send dossiers and other necessary materials to the home institution to notify acceptance and provide other information regarding the selected exchange students.

5 ACQUISITION AND RECOGNITION OF CREDITS

Both institutions shall provide information regarding the academic achievement (e.g. official transcript of records) of exchange students at the end of the exchange program. The home institution may recognize credits for courses taken by exchange students based on the regulations and procedures of the home institution. The home institution shall be responsible for informing the exchange students about the systems, procedures and criteria of the credit transfer before sending them to the host institution.

6 TUITION AND OTHER FEES

The home institution shall retain the rights to charge the exchange students for tuition fees during the period of exchange programs. The host institution shall waive examination fees, entrance fees, and tuition fees for exchange students. However, in case of excessive imbalance with the number of students exchanged, the student/s to be sent in excess may be classified as fee-paying exchange students by prior mutual agreement. Other fees and costs, such as international transportation, appropriate travel and medical insurance, room and board expenses, textbooks, clothing and personal expenses, passport and visa costs, and all other debts incurred during the course of the year shall

be borne by the exchange students.

7 LANGUAGE EDUCATION

Both institutions shall offer, as much as possible, training in the language used at the host institution to exchange students in light of academic need for such training.

8 HOUSING

The host institution shall provide as much support as possible so that exchange students can find inexpensive, quality housing during their exchange program.

9 SUPPORT

The host institution shall provide support to exchange students in relation to acquisition of the proper study visa and various other procedures.

10 USAGE OF INSTITUTION FACILITIES

Exchange students shall be given the same privileges of institution facility usage as regular degree-seeking students at the host institution within the regulations applied to the facilities.

11 RESPONSIBILITIES OF EXCHANGE STUDENTS

The students shall, during the term of exchange, adhere to the rules of the host institution, in addition to adhering to the rules of the home institution.

12 CRISIS MANAGEMENT

Both institutions agree to mutually cooperate concerning any issues of crisis management that may arise within the course of exchange.

13 PROMOTION

For the purpose of promoting exchange among students, each institution shall endeavor to encourage participation of undergraduate and/or graduate students in the event of research exchanges between researchers.

14 RENEWAL, TERMINATION, AND AMENDMENT

- (1) This MOA is valid for a period of three (3) years from the date of signature by the representatives of both institutions and shall be automatically renewed for another two (2) years upon completion by both parties of the Progress Report for the first three (3) years, provided that the validity of this MOA does not exceed the validity of the agreement on academic exchange between both institutions. This MOA may be renewed by mutual written agreement of the parties hereto after being reviewed and renegotiated by both institutions.
- (2) This MOA may be amended only in writing as agreed upon by both institutions.
- (3) Either party may terminate this MOA by providing six (6) months prior written notice to the other party. However, students who have commenced their study at the host institution before the date of termination may continue to complete their study for the originally scheduled period.

15 LANGUAGE

This MOA is to be executed in English and each institution shall retain an original copy.

UNIVERSITY OF THE PHILIPPINES

**GRADUATE SCHOOL OF ENGINEERING
SCHOOL OF ENGINEERING
OSAKA UNIVERSITY**

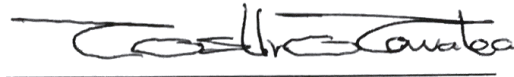
By:



MICHAEL L. TAN, Ph.D.
Chancellor

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By:



TOSHIHIRO TANAKA, Ph.D.
Dean

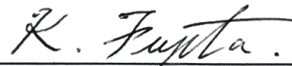
Date: 5 October 2017

Date: 27 July 2017


WITNESSES:



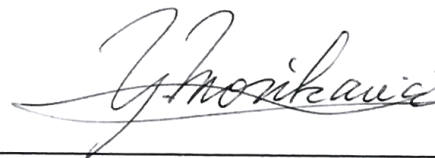
RIZALINDA L. DE LEON, Ph.D.
Dean, College of Engineering



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Affairs



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Dean
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and Technology and Applied Physics



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