

MEMORANDUM OF AGREEMENT

This agreement is made and entered into this _____ in _____, Philippines by and between:

HOLY CROSS OF DAVAO COLLEGE (hereinafter referred to as "HCDC"), an archdiocesan institution of higher learning education established under the laws of the Philippines whose address is Sta. Ana Avenue corner C. Guzman Street, Barangay 14-B, Davao City, 8000, Davao del Sur, Philippines represented by BR. NOELVIC H. DELORIA, S.C., hereinafter referred to as HCDC.

AND

ANNA UNIVERSITY, Chennai, Tamil Nadu state, India established on 4th September 1978 as a unitary type of University. Offering higher education in Engineering, Technology and allied Sciences relevant to the current and projected needs of the society. Besides promoting research and disseminating knowledge gained therefrom, it fosters cooperation between the academic and industrial communities. The University was formed by bringing together and integrating two well-known technical institutions in the city of Madras. College of Engineering, Guindy (CEG) (1794), Madras Institute of Technology, Chromepet (MIT) (1949) and three Technological Departments of the University of Madras, Alagappa College of Technology (ACT) (1944), School of Architecture and Planning (SAP) (1957).

NOW THEREFORE PURSUANT THERETO, the parties to have a mutual interests in the following:

1. Cooperate in exchange of joint research and exchange of information relating to their activities in teaching and research.
2. Promote appropriate joint research and joint courses of study.
3. Exchange of information in fields of interest to both parties.
4. Exchange of faculty, research personnel, and graduate and/or undergraduate students for study and research.
5. Exchange of invitations for lectures, visits and sharing of experiences.

1. FINANCIAL ARRANGEMENTS

BOTH parties agree that all financial agreements necessary to implement this agreement must be negotiated and agreed upon depending on the availability of funds.

2. JOINT PROPERTY

The Parties agree that any intellectual property rights arising from or in connection with any programme or activity under this agreement, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon writing.

Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this agreement, unless otherwise mutually agreed upon in writing by the Parties.

3. CONFIDENTIALITY

The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this agreement save where the same is already in public domain.

4. DURATION

The term of this Memorandum of Agreement shall be for five years only, and beginning 27th October 2022 to 26th October 2027, shall be subject for renewal upon mutual consent of both parties upon the said duration unless sooner revoked by either party for which a thirty (30)-days prior written notice will have to be observed.

5. INSURANCE

Participants in the exchange will be personally responsible for purchasing required health/medical insurance for the time period of their exchange experience. The host institution will assist incoming participants in identifying available health insurance options designed for international students and scholars.

6. NO MONETARY CONSIDERATION

No monetary consideration will be exchanged between the two institutions, nor will there be any reimbursements for expenses, or sharing of fees or profits arising from the instant agreement.

7. INDEMNITY

The parties agree to indemnify and hold one another harmless from any and all claims by exchange participants, their parents, survivors, or agents, arising from any negligent acts or omission on the part of either university or any of their employees. The relationship of Drexel and AU under this agreement shall be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither Drexel nor AU shall be liable for acts of the other, nor shall they be liable for the acts of students/faculties participating in the exchange.

8. TERMINATION

Either party shall be entitled to terminate this Agreement by written notice based on the following grounds:

1. If the other Party commits any breach of the terms or conditions of this Agreement and fails to remedy such breach (or in so far as such breach is not capable of remedy, to furnish adequate compensation thereof) within thirty (30)-days after receiving written notice from the other Party to do so; or,
2. For convenience upon thirty (30)-days prior written notice from either Party provided that termination for convenience shall not take effect within the first year from the date of this Agreement.

9. GENERAL PROVISIONS


- a. Severability – If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.
- b. No Implied Waivers – No omission or delay on the part of any Party in exercising its rights under this Agreement shall operate as a waiver of such rights, nor shall any single or partial exercise by any Party of any such right preclude the further or other exercise of such right or the exercise of any other right which it may have.
- c. Amendment – No amendment, modification or alteration of this Agreement shall be valid unless made in writing with the mutual agreement of the Parties.
- d. Equal Opportunity - Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, gender, age, ethnicity, religion, national origin or disability.

IN WITNESS WHEREOF, the Parties have signed this agreement on the date and place stated in their respective Acknowledgements.

HOLY CROSS OF DAVAO COLLEGE:

By: 
BR. NOELVIC H. DELORIA, S.C
President


DR. TERESA P. FABIANIA
Vice President for Academic Affairs


MS. SHERYL J. URDANETA
Head
Center for Linkages, Internationalization &
Language Studies

Date:

11-14-22

ANNA UNIVERSITY

By: 

PROF. R. VELRAJ
Vice-Chancellor


PROF. G. RAVIKUMAR
Registrar


PROF. G. NAGARAJAN
Director
Centre for International Relations

Date: November 14, 2022

ACKNOWLEDGEMENT

(REPUBLIC OF THE PHILIPPINES) S.S.(CITY OF DAVAO)

BEFORE ME, a Notary Public for and in the City of Davao, Philippines, personally appeared the following person with their respective tin number as follows:

NAME	TIN NUMBER
Br. Noelvic H. Deloria, S.C.	1162-082-772-000
_____	_____

All known to me to be the same person who executed the foregoing agreement and acknowledged to me the same was executed freely and voluntarily for the purpose wherein stated.

This document consists of four (4) pages including this page, and the same and each of the pages on the left-hand margin are signed by the parties and their witnesses.

WITNESS MY HAND SEAL

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022