

IMPLEMENTATION OF AGREEMENT BETWEEN

SAINT LOUIS UNIVERSITY

AND

UNIVERSITY OF LAMBUNG MANGKURAT

ON

SEA-TEACHER PROGRAM



This Implementation of Agreement, hereinafter referred to as "Agreement" has been made and entered into effect by and between:

- I. Saint Louis University (SLU), addressed at A. Bonifacio Street, Baguio City, Philippines 2600 hereafter referred as **FIRST PARTY**.
- II. University of Lambung Mangkurat, Banjarmasin (ULM), addressed at Jalan Brigjend H. Hasan Basry, Kayu Tangi, Banjarmasin, postcode 70123, Kalimantan Selatan, Indonesia, hereafter referred as SECOND PARTY.

FIRST PARTY and SECOND PARTY, in this Agreement, are also individually referred to as PARTY or collectively as PARTIES.

ARTICLE I OBJECTIVE

This agreement intends to set out the general principles of mutual cooperation in the field of Pre-Service Student Teacher Exchange in Southeast Asia (SEA-Teacher Program).

ARTICLE II IMPLEMENTATION OF THE PROGRAMS

- (1) FIRST PARTY will send 1 Social Studies Major, 1 English major student to the SECOND PARTY.
- (2) The SECOND PARTY will send 1 Math student and 1 English student to the FIRST PARTY.
- (3) The program will start on September 1st, 2023 to September 28th 2023 (Second to First Party) and September 15th to October 14th, 2023 (First to Second Party).
- (4) Other matters relating to the program follow Letter of Agreement among University of SEAMEO Member Countries (Indonesia, Philippines, Thailand and Vietnam) under the project "Pre-Service Student Teacher Exchange in Southeast Asia" (SEA-Teacher Project) signed on 21 March 2023 at Thailand.

ARTICLE III FORCE MAJEURE

Both **PARTIES** shall not be responsible for any delay or failure resulted in from events or circumstances beyond the reasonable control of either **PARTY** and in particular, any failure by either to carry out its obligations as set out in this Agreement.

ARTICLE IV FINANCIAL ARRANGEMENTS

This agreement will not give rise to any financial obligation by one party to the other. The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of

this agreement shall be mutually agreed by the respective Parties on a case-by-case basis subject to the availability of funds and resources.

ARTICLE V SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this agreement which suspension shall take effect immediately after notification has been given to the other Party through Diplomatic channels.

ARTICLE VI REVISION, MODIFICATION AND AMENDMENT

(1) Either Party may request in writing a revision, modification or amendment of all or any part of this agreement.

(2) Any revision, modification or amendment agreed by the Parties shall be reduced into writing

and shall form part in this agreement.

(3) Such revision, modification or amendment shall come into force on such date as may be

determined by the Parties.

(4) Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this agreement before or up to the date of such revision, modification or amendment.

ARTICLE VII SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party or international tribunal.

ARTICLE VIII PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- (1) The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both parties.
- (2) The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either party.
- (3) Notwithstanding anything in paragraph 1 above, the intellectual property rights with respect to any technological development and any products and services development, carried out.
- (4) Jointly by the Parties or research results obtained through the joint activity effort of the Parties in accordance with the terms to be mutually agreed upon; and
- (5) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE IX NOTICES

Any notice or communication between the Parties shall be in writing and delivered to the address, sent to the facsimile number or emailed to the following:

For Saint Louis University,

Address : A. Bonifacio Street Baguio City, Philippines, 2600

Contact person : Teresita D Ignacio
Telephone No : +63 9684123073
Email address : tdignacio@slu.edu.ph

For University of Lambung Mangkurat,

Address

: Jalan Brigjend H. Hasan Basry, Kayu Tangi, Banjarmasin, postcode 70123,

Kalimantan Selatan, Indonesia

Contact person

: Dr. Ir. Yusuf Azis, M.Sc.

Telephone No

: +62 5113304177, +62 5113305195

Email address

: kerjasama@ulm.ac.id

ARTICLE X CLOSING

Any matters not stipulated in this Agreement will be set forth in the separate cooperation agreement as an inseparable part of this Agreement.

Herein this Agreement is made in 2 (two) original copies, each having equal validity, one copy for the FIRST PARTY and the other copy for the SECOND PARTY.

FIRST PARTY

Saint Louis University

SECOND PARTY

University of Lambung Mangkurat

REV. FR. GILBERT B. SALES, CICM REV

President

Saint Louis University

Prof. Dr. AHMAD, S.E.,M.Si.

Rector

University of Lambung Mangkurat

Date:

Date:

MoU Number: 519/UN8/KS/2023

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