



**MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL OF PHARMACY,
INSTITUTE OF CLINICAL PHARMACY AND PHARMACEUTICAL SCIENCES,
COLLEGE OF MEDICINE,
NATIONAL CHENG KUNG UNIVERSITY
AND
PHARMACY PROGRAM,
COLLEGE OF HEALTH AND ALLIED PROFESSION
COLEGIO SAN AGUSTIN-BACOLOD**



The School of Pharmacy, Institute of Clinical Pharmacy and Pharmaceutical Sciences, National Cheng Kung University and Pharmacy Program, Colegio San Agustin-Bacolod hereby mutually agree to enter into an academic, educational, and cultural exchange agreement through a Memorandum of Understanding (MOU) where the following items are to be observed as follows:

1. Areas of Collaboration:

1. To actively participate in the exchange of faculty, staff, and students
2. To engage in joint research projects
3. To foster the exchange of academic publications and information, and
4. To promote other academic activities

For the sake of active exchanges according to the agreement both universities will discuss further details before carrying out each exchange activity.

2. Use of Names, Marks, or Logos

Neither party shall use the other party's name, marks, or logo and/or any names that are likely to suggest that it is related to the other party in any advertising, promotion, or sales literature without first obtaining written consent of the other party.

3. Liability

Neither party shall be responsible to the other party for any punitive or special damages, indirect or consequential loss or damages or similar, such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

4. Applicable Law

All research, teaching, and other activities conducted under this memorandum of understanding must be conducted in accordance with the laws, rules, and regulations applicable to each party. In the case of Colegio San Agustin-Bacolod, these are the laws, rules, and regulations of Colegio San Agustin-Bacolod and the Republic of the Philippines. In the case of National Cheng Kung University, this will be conducted in accordance with the laws, rules, and regulations of Taiwan.

5. Dispute

If any disputes arise out of this agreement, the parties agree to seek non-litigious means to resolve them. The Head of School of Pharmacy, Clinical Pharmacy and Pharmaceutical Sciences at National Cheng Kung University and the Dean of Pharmacy Program at Colegio San Agustin-Bacolod, or their designees, shall attempt to resolve any dispute or misunderstanding through collaboration.



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6. Data Security

Both parties agree to keep all students' data in strict confidence, and use them solely for the purpose of the exchange program.

7. Assignment

This agreement may not be assigned by either party without prior written consent of the other party.

8. Force Majeure

The parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, government issued travel warnings or alerts, or other causes beyond the control of the party seeking to invoke this paragraph, either party is unable to perform entirely its obligations, such non-performance shall not be considered a breach of this agreement.

9. Renewal, Termination, and Amendment

This agreement shall take effect 2024 – 2026 academic year unless sooner terminated by either party giving notice to the other party in writing no later than the end of March in any year that the agreement will be terminated, prior to the commencement of the following academic year. The agreement may be extended or otherwise amended only by mutual written agreement signed by both parties. Any such amendments, once executed by both parties, will become part of this agreement.

10. Two (2) copies of the agreement will be signed in English, and both copies are recognized as formal documents.

On behalf of
School of Pharmacy,
Institute of Clinical Pharmacy and
Pharmaceutical Sciences,
College of Medicine,
National Cheng Kung University

On behalf of
Pharmacy Program,
College of Health and Allied Profession
Colegio San Agustin-Bacolod

Dr. Chen-hsi Chou
Head of Department

Mr. Stephen John Santos
External Relations Officer

Date:

20. Oct. 2023

Date:

20 October 2023