BILATERAL

MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE FIELD OF EDUCATION BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE REPUBLIC OF KOREA INVOLVING THE DEPARTMENT OF EDUCATION, THE...

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The Department of Education (DepEd). the Commission on Higher Education (CHED), and the Technical Education and Skills Development Authority (TESDA) of the Republic of the Philippines and the Ministry of Education (MOE) of the Republic of Korea (hereinafter referred to singularly as a "Participant" and collectively as the "Participants"),

Recalling the Cultural Agreement between the Government of the Philippines and the Government of the Republic of Korea, signed on 8 August 1970; and

Desiring to continue and expand the educational cooperation between the Participants ; Have reached the following understanding:

PARAGRAPH 1
Objective

The Participants, subject to the provisions of this Memorandum of Understanding (hereinafter referred to as the "MOU") and pursuant to the prevailing laws and regulations of their respective countries as well as their policies on bilateral cooperation in education, will endeavour to strengthen, promote and develop cooperation in the fields of primary, secondary, technical and vocational and higher education on the basis of the principles of reciprocity and mutual benefit.

PARAGRAPH 2
Principles

1.

This MOU serves only as a record of the Participants' intentions, and is not intended to constitute or create any legally binding or enforceable obligations under domestic or international law. not giving rise to any legal process.

2.

This MOU will be carried out in accordance with the respective laws and regulations of the two countries and within the framework of the respective educational policies and procedures of the Participants.

PARAGRAPH 3
Areas of Cooperation

1.

The Participants, without detriment to the arrangements made between educational institutions and/or similar

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entities of the two countries in the public or private sectors. will endeavour to take the necessary steps to encourage and promote cooperation in the following areas:

(a)

Primary and Secondary Education:

i).

Curriculum standards and materials development:

ii).

Educational assessment/quality assurance;

iii).

Policy and educational research;

iv).

School management and leadership;

v).

Teacher training and development;

vi).

Student and teacher exchange programmes,

vii).

School/institution linkages;

viii).

Teaching and learning of Korean language as a second foreign language in the Philippines; and

xi).

Any other areas of cooperation that may be jointly decided upon by the Participants.

(b)

Higher Education:

i).

Cooperate in the training, professional development, and capacity building of faculty experts, administration personnel, and academic personnel;

ii).

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Encourage cooperation between higher education institutions through the conclusion of direct agreements between them within the provisions of the present MOU;

iii).

Referencing of respective national qualification framework of the participants;

iv).

Exchange of information on research collaboration opportunities, literature, research findings, and other related publications, through both Participants' designated contact point or points;

v).

Information-sharing on the system and structure of higher education, academic quality, performance standards, evaluation of results, methodology development, educational management and leadership, student affairs, and qualification frameworks;

vi).

Exchange of high-level officials, faculty experts, administration personnel. academic personnel, and students between higher education institutions in both countries in jointly decided programs that will be of mutual benefit to both Participants;

vii).

Exchange of training programs of recognized institutions of both Participants;

viii).

Promotion of participation in educational congresses, conferences, workshops, symposiums, training courses, and exhibits; and

xi).

Any other areas of cooperation that may be jointly decided upon by the Participants.

(c)

Technical-Vocational Education and Training :

i).

Partnership with educational and training institutions/organizations for the sharing of best practices on quality assurance mechanisms;

ii).

Quality policy planning and research in technical-vocational education and training;

iii).

Competency assessment and certification in technical-vocational education and training;

iv).

Sharing of best practices and technical training on renewable energy ; and

v).

Any other areas of cooperation that may be jointly decided upon by the Participants.

2.

For the purpose of facilitating cooperation in any of the areas specified in subparagraph 1, the Participants may jointly decide to enter into separate implementing arrangements.

3.

The Participants commit themselves to encouraging the active exchange of prospective students for undergraduate and graduate programs.

(a)

The Korean Participant will offer government scholarships to outstanding Filipino students for undergraduate and graduate courses through the Global Korea Scholarship (GKS) program.

(b)

The Korean Participant will provide support for a short-term program for outstanding Filipino undergraduate students in the fields of science and engineering.

(c)

The Philippines Side will offer scholarship programs to outstanding Korean students for undergraduate and graduate courses.

4.

The Korean Participants will examine ways to establish a Korean Education Center in the Philippines to support the implementation of this MOU.

PARAGRAPH 4
Joint Working Group

1.

The Participants will endeavour to establish a Joint Working Group composed of representatives of the Participants (hereinafter referred to as "the Joint Working Group") to review and manage the implementation of this MOU.

2.

The Joint Working Group may consider ways and means to promote the objective of this MOU and to ensure the proper coordination and implementation of its decisions and/or recommendations. The Joint Working Group will also review the progress of the implementation of cooperative activities concluded in the field of education between the two countries within the framework of this MOU, and will conduct progress monitoring to ensure the efficient and timely implementation of such activities.

3.

The Joint Working Group will be co-chaired by a representative from DepEd, CHED and TESDA and a

representative of MOE . Other relevant government agencies of the two countries or other relevant institutions which are authorized by the two governments may participate in the Joint Working Group as appropriate.

4.

The Joint Working Group will endeavour to meet once every two (2) years, alternately in the Republic of the Philippines and the Republic of Korea. The Joint Working Group may also hold additional meetings whenever it is considered necessary.

5.

The Joint Working Group will meet on dates convenient to and jointly decided upon by the Participants.

6.

The composition and work procedures for the Joint Working Group will be jointly decided upon by the Participants.

7.

The decisions and other arrangements made by the Joint Working Group will be reflected in Agreed Minutes of the Meeting, and the Participants will take appropriate steps to implement these decisions and arrangements.

PARAGRAPH 5
Implementation and Funding

1.

This MOU will not give rise to any financial obligations between the Participants.

2.

The Participants will bear their respective expenses in relation to the implementation of this MOU . The implementation of the activities and/or programs under this MOU is subject to the availability of human, material and financial resources of the Participants.

3.

The Participants will make their utmost efforts to facilitate any educational cooperative activities and/or programs conducted under this MOU, and to ensure and protect the safety and security of visiting participants from the other country (e.g., teachers, students, researchers, experts and trainers) .

PARAGRAPH 6
Protection of Intellectual Property Rights

1.

The protection of intellectual property rights will be enforced in conformity with the respective national laws, regulations and rules of the Participants and with other international agreements to which the Republic of the Philippines and the Republic of Korea are parties.

2.

The use of the name, logo and/or official emblem of a Participant on any publication, document and/or paper is prohibited without the prior written approval of that Participant.

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3.

In compliance with subparagraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development carried out:

(a)

jointly by the Participants or research results obtained through the joint activity effort of the Participants, will be jointly owned by the Participants in accordance with the terms to be jointly decided upon; and

(b)

solely and separately by one Participant or the research results obtained through the sole and separate effort of one Participant, will be solely owned by the Participant concerned.

4.

The Participants will ensure that education data and information mutually provided and developed, including the results of joint research carried out under this MOU will not be transferred or supplied to any third party, without the prior written consent of the other Participants.

PARAGRAPH 7
No Agency

Nothing contained in this MOU is to be construed to constitute a joint venture, partnership or formal business organization of any kind between the Participants or to constitute either Participant as the agent of the other.

PARAGRAPH 8
Other Rights and Interests

Notwithstanding anything contained in this MOU, where the implementation of this MOU affects either country's rights and interests with respect to its national security, national and public interest or public order, the Participants may take the appropriate steps or hold consultations to ensure that its rights and interests are protected and safeguarded

PARAGRAPH 9
Confidentiality

1.

The Participants will observe the confidentiality and secrecy of documents, information and other data received from. or supplied to the other Participant or exchanged or generated under this MOU or any other arrangements made pursuant to this MOU.

2.

The provisions of this Paragraph will continue to apply notwithstanding the termination of this MOU.

PARAGRAPH 10
Settlement of Disputes

Any difference or dispute concerning the interpretation, implementation and/or application of any of the provisions of this MOU will be settled amicably through mutual consultations and/or negotiations between the Participants through diplomatic channels without reference to any third party or international tribunal.

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PARAGRAPH 11
Amendment

1.

This MOU may be amended at any time by mutual written consent of the Participants.

2.

Such amendments will come into effect in accordance with the provision of Paragraph 12, anti will form an integral part of this MOU.

PARAGRAPH 12

Entry into Effect, Duration and Termination

1.

This MOU will come into effect on the date of which Filipino Participant notifies the Korean Participant in writing, through diplomatic channels, about the completion of its internal procedures necessary for the entry into effect of this MOU.

2.

This MOU will remain in effect for a period of five (5) years, and may be extended for a further period or periods as may be jointly decided in writing by the Participants.

3.

Any Participant may terminate this MOU by notifying the other Participant of its intention to terminate the MOU in writing at least three (3) months prior to the expiry date of the relevant period through diplomatic channels.

4.

The amendment or termination of this MOU will not affect the validity or duration of any implementing arrangements, cooperative programs, activities or projects made under this MOU, unless otherwise jointly decided by the Participants.

Signed in duplicate at Busan on the 25th day of November in 2019, in the English language.

For the

For the

Republic of the

Republic of

Philippines

Korea

Entry into Force: June 27, 2024

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