

## MEMORANDUM OF UNDERSTANDING

### KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF UNDERSTANDING is entered into by and among the following parties hereunder listed, namely:

The **UNIVERSITY OF THE PHILIPPINES**, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, with principal office at Quezon Hall, UP Diliman, Quezon City, represented herein by its President, **ALFREDO E. PASCUAL**, hereinafter referred to as "**UNIVERSITY**";

and

The **PHILIPPINE RETIREMENT AUTHORITY** is a government-owned and controlled corporation which was created by virtue of Executive Order No. 1037 and mandated to attract foreign nationals and former Filipino citizens to invest, reside, and retire in the Philippines with the result of accelerating the socio-economic development of the country, represented herein by its General Manager, **VEREDIGNO P. ATIENZA**, hereinafter referred to as "**PRA**"

and

**GLOBAL HEALTHCARE NETWORK** is an SEC-registered corporation organized under Philippine laws with office at Unit 118, Ivory Court, Greenmeadows Ave., Quezon City, herein represented by its President, **DR. JOSE MIGUEL VERGARA**, hereinafter referred to as "**GHN**"

### WITNESSETH: THAT

WHEREAS the University is the country's premiere state academic institution tasked with the education of leaders dedication to the development of the Philippines;

WHEREAS the University believes that the continuous study of techniques to improve the delivery of quality and affordable healthcare has the potential for driving countryside economic and social development as expemplified by UP Manila's National Telehealth Center ("Telehealth");

WHEREAS the University believes that collaboration with the private and public sector is a tool for leveraging its pool of intellectual capital and provides opportunities to deepen and broaden the University's intellectual and financial resources and to continuously enhance the University's international academic standing;

WHEREAS the University recognizes that retirees, both foreign and former Filipino citizens, represent a potentially rich source of teaching and research talent that could benefit the University and the country's academic institutions at large;

WHEREAS PRA was created for the purpose of identifying and implementing strategies and tactics for positioning the Philippines as a major player in the emerging international healthcare services and retirement industry;

WHEREAS PRA has consulted with GHN for PRA's Human Touch Program due to GHN's formal working relationship and initiative with the foreign chambers of commerce to develop and implement the strategy and tactics to realize an environment of accountable, predictable, and reliable healthcare delivery system;

WHEREAS PRA recognizes that the availability of a nationwide electronic health record system that is compatible with advanced systems used in developed economies is a key support for its mandate of attracting international medical travelers and retirees;

WHEREAS PRA is supportive of GHN's electronic healthcare project (the "Project") which is a quality management system aimed at empowering the patient and which will realize an integrated environment for medical protocol, management of treatment, treatment estimates and alternatives, health records, prescription, and online consultations;

WHEREAS PRA believes that the emerging international healthcare services industry can directly improve the quality of healthcare for every Filipino and spur countryside social and economic development through the creation of feasible retirement locations all over the archipelago;

WHEREAS PRA wishes to invite the University to participate in the Project and the University wishes to accept the invitation of PRA to participate in the Project in the mutual and firm belief that the Project can augment the University's Telehealth and its overall educational mission;

**NOW THEREFORE**, in consideration of the foregoing and other considerations, the parties hereto agree as follows:

### **University of the Philippines**

- 1.1. Will collaborate with PRA and GHN in identifying and defining the range of intellectual resources that can be made available for enhancement as a result of this Understanding;
- 1.2. Will organize a Project Management Office (PMO) reporting directly to the Office of the University President as the coordination and liaison entity to facilitate discussions, programs, and deliverables with functional and academic units of the University which will collaborate with PRA and/or GHN;
- 1.3. Will ensure that the PMO is operational within one (1) month of the date of this Understanding;
- 1.4. Will establish, through the PMO, a clearinghouse for the evaluation curricula vitae submitted by prospective foreign and returning Filipino retirees for purposes of establishing a nationwide supply and demand matching system for teaching resources and identify key areas within the University where retirees can be deployed;

- 1.5. Will collaborate with GHN and/or PRA for the purpose of developing inter-operability between Telehealth's existing modules and GHN's system so that Telehealth participants can maximize the benefits to be derived from the Project capabilities. The terms and conditions of the said inter-operability shall be embodied in separate agreements as agreed by the Parties.

### **Philippine Retirement Authority**

1. Will ensure, through GHN, that the Project will include capabilities to provide multimedia content on public health topics and online consultations with Philippine and international healthcare practitioners and universities;
2. Will ensure, through GHN, for developing the necessary interfaces between the Project and Telehealth to allow the modules of the Project to augment the exiting capabilities of Telehealth;
3. Will arrange meetings and presentations to development and aid agencies for the purpose of securing funding to enhance the capabilities of Telehealth and the Project to include public health instructional and educational content as well as its aspects of patient empowerment;
4. Will promote the Project and Telehealth to foreign chambers of commerce and their member firms as a vehicle for realizing these firms' Corporate Social Responsibility goals;
5. Will develop a retirement program specifically designed to attract academically or technically qualified persons interested in teaching in the University or other Philippine academic or vocational institutions.
6. Will assist in making arrangements with the Philippines' embassies in the developed countries to make prospective retirees and medical travelers aware of the Project and Telehealth.

### **INTELLECTUAL PROPERTY RIGHTS**

At the commencement of this Memorandum of Understanding, the intellectual property rights to Telehealth solely belong to the University and the intellectual property rights to the Project solely belong to GHN and shall remain so for the purpose of the implementation of the commitments herein. In anticipation of additional ideas, techniques, and processes that may arise from the collaboration of the parties, a system for documenting such ideas, techniques, and processes shall be established between the University and GHN in order to account for which intellectual properties shall belong to Telehealth and the Project. Intellectual properties accounted for as belonging to the University a result of this Understanding shall be owned and registered in the name of the University, subject to the provisions of existing and applicable laws on the matter. The Governing Principles of Intellectual Property Rights of the University consistent with the provisions of this Understanding shall apply suppletorily.

## **NOTICES**

Any notice or communication given by any of the parties shall be delivered personally or sent by registered mail to the address of the parties as written in this Understanding.

## **DURATION AND TERMINATION**

1. The Parties shall conduct an annual review of the progress of the intended collaboration keeping in mind the purpose of this Understanding.
2. This Understanding may be extended, revised, amended and modified only through a written instrument duly executed and signed by the Parties hereto.
3. In case of breach of this Understanding by one (1) Party, any of the other Parties may terminate this Understanding upon sixty (60) days prior written notice to the defaulting Party, provided that if such breach is corrected within the sixty (60)-day period, this Understanding shall continue to be in force and in effect.
4. This Understanding may also be terminated upon mutual agreement of the Parties upon sixty (60) days prior written notice.
5. Termination of this Understanding for any reason shall not release the parties from any liability which at the effective date of termination may have already accrued to the other Party nor shall such termination affect or prejudice either Party that have already accrued as of the effective date of such termination.

## **GOVERNMENT LAW AND DISPUTE RESOLUTION**

The Laws of the Republic of the Philippines shall govern the interpretation of this Understanding and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City; provided that prior to any resort to the filing of an action in court or any quasi-judicial body, the Parties agree that in all matters relating to this Understanding, whether during its subsistence or after its termination and in all matters concerning the provisions of this Understanding on questions, disputes, or differences arising between or among the Parties, every such question, dispute, or difference shall be settled mutually in good faith.

## **FORCE MAJEURE**

1. The Parties agree that they will carry on their obligations under this Understanding correctly, punctually, and with due diligence. If either Party is temporarily unable, by reason of force majeure, to meet any of its obligations under this Understanding and if such Party gives to the other Parties written notice of the event within fifteen (15) days after its occurrence, such obligation of the Party shall be suspended for as long as the inability continues. In such event, the Parties shall make the best possible arrangements by mutual agreement and according to the circumstances.

2. Neither Party shall be liable to the other Party for loss or damages sustained by reason of force majeure or delay arising from such event.
3. The term "force majeure" as used herein shall mean strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, wash outs, civil disturbances, large scale explosions and any other similar events, not within the control of either Party.

### **SEVERABILITY**

If any of the terms of this Understanding is held by a court of competent jurisdiction to be invalid or unenforceable, then this Understanding including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included/written.

IN WITNESS WHEREOF, we hereunder set our hand this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

**UNIVERSITY OF THE PHILIPPINES**

**PHILIPPINE RETIREMENT AUTHORITY**

By:

By:

**ALFREDO E. PASCUAL**  
President

**VEREDIGNO P. ATIENZA**  
General Manager

**GLOBAL HEALTHCARE NETWORK INC.**

By:

**JOSE MIGUEL VERGARA**  
President

**Signed in the Presence of:**

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\_\_\_\_\_

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
 ) S. S.

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_, this \_\_\_\_\_ say  
of \_\_\_\_\_, personally appeared the following, presenting to me competent  
proof of their identities in the form of their government issued IDs as follows:

<b>Name</b>	<b>Govt. Issued ID No.</b>	<b>Date Issued/Expires</b>	<b>Place Issued</b>
Alfredo E. Pascual			
Veredigno P. Atienza			
Jose Miguel Vergara			