



MEMORANDUM OF UNDERSTANDING



KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding is entered by and between:

UNIVERSITY OF THE PHILIPPINES, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008" through its constituent university at Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City, 1101, Philippines, represented herein by its Chancellor, **EDGARDO CARLO L. VISTAN II** hereinafter referred to as "**UPD**"

AND

SILLIMAN UNIVERSITY, a private, non-stock, non-profit institution of higher learning, founded in 1901 by the Board of Foreign Missions of the Presbyterian Church in the U.S.A., and now affiliated with the United Church of Christ in the Philippines, located in Dumaguete City, Philippines, duly existing under and by virtue of the laws of the Republic of the Philippines, represented in this act by its President, **BETTY CERNOL- MCCANN, Ph.D.**, hereinafter referred to as "**SU**"

WITNESSETH: THAT

WHEREAS, in line with their respective academic and educational programs, the parties to this instrument have recognized the benefits of collaboration and exchange programs;

WHEREAS, the parties to this instrument aim to develop collaborative programs in areas of mutual interest;

NOW THEREFORE, for and in consideration of the above general statements and the mutual covenants hereinafter set forth, the parties to this instrument hereby agree and bind themselves as follows:

1. The purpose of this Memorandum of Understanding (MOU) is to develop academic and educational exchange and to promote mutual understanding between Silliman University (SU) and the University of the Philippines - Diliman (UPD);

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2. Both Universities agree to develop the following activities in academic areas of mutual interest, on the basis of equality and reciprocity;
 - a. Exchange of faculty, researchers and other research and administrative staff;
 - b. Exchange of students;
 - c. Collaborative research projects;
 - d. Lectures and symposia;
 - e. Exchange of academic information and materials
 - f. Other forms of academic cooperation
3. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed upon between the schools, colleges, departments or institutes which carry out the specific projects. This shall be subject of a separate written agreement between the two Universities. Both Universities agree to carry out these activities in accordance with the rules, regulations, policies, and procedures of both Universities after full consultation and approval from the other party.
4. It is understood that the implementation of any of the cooperative activities stated in clause 2 may be restricted depending upon the availability of resources and funds at the Universities concerned.
5. Both Universities agree that, in the event of research collaboration leading to patent rights, copyrights or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property. Both UPD and SU shall seek an equitable and fair understanding as to the ownership and other property interests that may arise.
6. The parties understand that this MOU is preliminary in nature. The parties acknowledge that they are not legally obligated to bind themselves to enter into any further agreements upon execution of this MOU.
7. This MOU may be amended or modified by a written agreement signed by the representatives of both Universities.
8. The parties represent that they have the requisite authority and capacity to enter this MOU and to bind the institutions represented to perform their obligations and undertakings stipulated herein.

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9. In the event of an unforeseen incident during collaborative activities, both Universities agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated into the specific agreements mentioned in clause 3.
10. This MOU is valid for a period of three (3) years from the date of signature by the representatives of both Universities. This MOU may be renewed after being reviewed and renegotiated by both Universities. Unless there is formal communication between the parties to terminate the MOU, it shall be assumed that there is intent to renew the MOU for the same period.
11. This MOU may, at any time during its period of validity, be terminated by the Universities, upon prior notice to the other party in writing, at least six months before the termination date.
12. Should any disagreement arise out of the application, interpretation or implementation of this MOU, the Universities shall endeavor to exercise their best efforts to negotiate the differences.
13. Both UPD and SU mutually agree to process personal information and sensitive personal information in conformity with the provisions of Republic Act No. 10173 (Data Privacy Act of 2012) and all other applicable laws and regulations.

Both Universities shall ensure that the appropriate organization, physical, and technical measures are in place to maintain the confidentiality, integrity, and security of personal information and sensitive personal information that may come to its knowledge or possession by reason of any provision of this MOU and that its employees, agents, representatives, or any person acting under its authority shall hold said information under strict confidentiality at all times.

IN WITNESS WHEREOF, the duly-authorized representatives of Silliman University (SU) and the University of the Philippines- Diliman (UPD).

SILLIMAN UNIVERSITY

Represented By:



BETTY CERNOL- MCCANN, Ph. D.

President 

UNIVERSITY OF THE PHILIPPINES

Represented By:



EDGARDO CARLO L. VISTAN II

Chancellor 


Date: _____

Date: _____

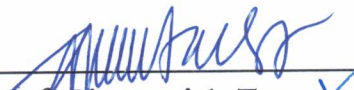
UPD

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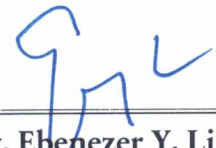
Signed in the presence of:



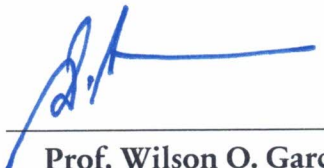
Asst. Prof. Jane Annette L. Belarmino
Vice President for Development, Enterprise
and External Affairs



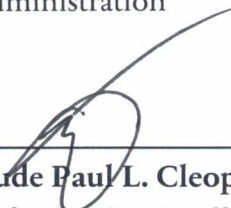
Prof. Giovanni A. Tapang
Dean, College of Science




Atty. Ebenezer Y. Lim
Interim Vice President for Finance
and Administration



Prof. Wilson O. Garcia
Director, National Institute of Physics



Dr. Earl Jude Paul L. Cleope
Vice President for Academic Affairs



Assist Professor Marvin Flores
National Institute of Physics

Republic of the Philippines }
Province of Negros Oriental }
City of Dumaguete } S.S.

ACKNOWLEDGMENT

BEFORE ME this 23 day of AUG 2023 at the City of Dumaguete, Philippines, personally appeared the following:

Name	Government Issued ID	Valid Until	Place of Issue
		<u>12-10-29</u>	<u>DFA Dumaguete</u>

known to me and to me known to be the same persons who executed the foregoing instrument, and who acknowledged to me that the instrument is his free and voluntary act or deed.

This instrument consisting of ~~six~~ (6) pages, including the page on which this acknowledgment is written, has been signed by them and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL.

Doc. No. 321 ;
Page No. 66 ;
Book No. 1 ;
Series of 2023.

marie chielobybio
ATTY. MARIE CHIELO H. YBIO
Notary Public
City of Dumaguete and the Municipalities of Sibulan,
Bacong, Valencia, Dauin, Zamboanguita & Siaton;
All of the Province of Negros Oriental
Commission Serial No. 2023-054 until 31, Dec. 2024
Roll No. 67254, IBP Membership No. 277252
PTR No. 3495916A (01/03/2023), Dumaguete City
Room 410, Portal West Building Cor. Hibbard
Avenue & Siliman Avenue, Dumaguete City, 6200

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ACKNOWLEDGMENT

Republic of the Philippines)

City of **QUEZON CITY** S.S.

SEP 27 2023

BEFORE ME this ___ day of ___ at the City of **QUEZON CITY**, personally appeared Edgardo Carlo L. Virtante, with his valid identification I.D. with numbers [REDACTED] F008631 issued at _____ and issued/expiring on OCT. 8, 2032, known to me and to me known to be the same person who executed the foregoing instrument and he acknowledged to me that the same is his own free act and deed.

WITNESS MY HAND AND SEAL on the date and place above written.

Doc. No. 215 ;
Page No. 44 ;
Book No. XVIII ;
Series of 2023.

[Signature]
ATTY. TZEITEL CHRISTINE DG. CRUZ
NOTARY PUBLIC FOR AND IN QUEZON CITY
Unit 7 Bldg. 2, Kamagong Centennial Dorm , E. Jacinto St.,
UP Dilliman QC, Tel. No. (02)85463754;(02)89818500 loc. 8680
ADM.MATTER NO. NP-001; Roll of Attorney No. 65418
IBP Lifetime No. 017849; OR No. 009899; 6-21-2017; Pasig City
PTR O.R. No.3716374D; 1-3-2023; Quezon City
MCLE Compliance No.VII-0006084; November 23,2021; Pasig City
My Commission Expires on December 31, 2023

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