

## MEMORANDUM OF UNDERSTANDING



## **BETWEEN**

CENTRAL VISAYAN INSTITUTE FOUNDATION, INC., with official address at the municipality of Jagna, province of Bohol, Philippines, represented herein by its President, CHRISTOPHER C. BERNIDO, Ph.D., hereinafter referred to as "CVIF";

## AND

**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**";

recognizing the benefits to their respective institutions from the establishment of institutional links, conclude this Memorandum of Understanding (MOU).

- 1. The purpose of this MOU is to develop academic cooperation and promote mutual understanding between the parties.
- 2. Both parties 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; and
  - 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 faculties, schools or institutes that carry out the specific projects. This shall be subject of a separate written agreement between UPD and CVIF. Both parties agree to carry out these activities 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 of the parties.
- 5. Both parties 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 parties on intellectual property. Both parties shall seek an equitable and fair understanding as to the ownership and other property interests that may arise.
- 6. This MOU may be amended or modified by a written agreement signed by the representatives of both parties.
- 7. In the event of an unforeseen incident during collaborative activities, the parties agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated into the specific agreements mentioned in clause 3.

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- 8. This MOU is valid for a period of three (3) years from the date of last signing by the representatives of both parties. This MOU may be renewed after being reviewed and renegotiated by both parties. 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.
- 9. This MOU may, at any time during its period of validity, be terminated by either party, upon prior notice to the other party in writing, at least six (6) months before the termination date.
- 10. Should any disagreement arise out of the application, interpretation or implementation of this MOU, the parties shall endeavor to exercise their best efforts to negotiate the differences.
- 11. The parties mutually agree that they will 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.

Each party shall ensure the appropriate organizational, 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 THEREOF, the parties have hereunto signed this Memorandum of Understanding this DEC of 9 2023 on QUEZON CITY

CENTRAL VISAYAN INSTITUTE FOUNDATION, INC.	UNIVERSITY OF THE PHILIPPINES
By:  Christopher C. Bernido  CHRISTOPHER C. BERNIDO, Ph.D.  President	EDGARDO CARLO L. VISTAN II Chancellor
Date:	Date:
WITNE	SSES:
CLETUS A. CAIDO, ECE Faculty	GIOVANNI A. TAPANG, Ph.b. Dean, College of Science
	WILSON O. GARCIA, Ph.D.  Director, National Institute of Physics  REINABELLE C. REYES, Ph.D.  Associate Professor



## NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES	)
QUEZON CITY	) s.s

BEFORE ME, a Notary Public for QUEZON CITY , this DEC 19 2023

QUEZON CITY , Philippines, personally appeared the following person(s):

Identification Document(s)

known to me to be the same person who executed the foregoing instrument and acknowledged to me the same is his own free act and voluntary deed and that of the party he represents.

This instrument pertains to a Memorandum of Understanding between the Central Visayan Institute Foundation, Inc. and the University of the Philippines consisting of three (3) pages inclusive of the page in which this acknowledgment is written.

WITNESS MY HAND AND NOTARIAL SEAL at the place and on the date above indicated.

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ATTY. MARY CATHERINE A. DAMIAN Notary Public for Quescon City until 12-31-24 Per Adm. No. NP-54 (2020-2024)
Unit 9 Ridg. 2, Azaca Suporti Area, Laurel Ave., UP Ulliman, Quezon City IBP# 288585-288666; 01/16-2023 for 2023 & 2024; OC Chapter PTR# 40550290; 01-09-2023; CIC Roll No. 43243; MCLE Compliance No. VII-0017610; 85-11-2022 Pasig City

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