



MEMORANDUM OF UNDERSTANDING



BETWEEN

The **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, **FIDEL R. NEMENZO, D. Sc.**, hereinafter referred to as "**UPD**"

AND

The **UNIVERSITY OF SAN CARLOS**, a private institution organized and operating under the law of the Republic of the Philippines with official address at Gov. M. Cuenco Avenue, Nasipit, Talamban, Cebu City, 6000, represented herein by its President, **FR. NARCISO A. CELLAN JR., SVD, DComm**, hereinafter referred to as "**USC**"

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

1. The purpose of this MOU is to develop academic, scientific and research cooperation and promote mutual understanding between the two institutions.
2. Both institutions agree to develop the following activities in the scientific, research and academic areas of mutual interest, on the basis of respect, equality and reciprocity;
 - A. exchange of faculty, scientists, researchers and administrative personnel;
 - B. exchange of students under internship, on-the-job-training and other activities;
 - C. educational projects such as joint graduate school program;
 - D. collaborative research projects;
 - E. lectures, seminars and symposia;
 - F. exchange of academic, scientific, and research information, materials and equipment;
 - G. other forms of cooperation
3. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed upon between the schools or institutes which carry out the specific projects. These activities will, subject to the rules, regulations, policies, and procedures of both institutes, be conducted after discussion and agreement between representatives of both institutions, 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 institutions concerned.
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 two parties on intellectual property. Both USC and UPD 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 institutions.
7. In the event of an unforeseen incident during collaborative activities, both institutions agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated into the specific agreements mentioned in Clause 3.
8. This MOU is valid for a period of three (3) years from the date of last signing by the representatives of both institutions.
9. Both institutions undertake to consult with one another three (3) months before the termination date in order to decide on the continuation of this MOU for a further period as well as on the terms and conditions on which the MOU will be renewed.
10. This MOU may, at any time during its period of validity, be terminated by the institutions, upon prior notice to the other party in writing, at least six (6) months before the termination date. This must be without prejudice to the completion of any ongoing programs.
11. Should any disagreement arise out of the application, interpretation or implementation of this MOU, the institutions shall endeavor to exercise their best efforts to negotiate the differences.
12. The Institutions 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.

Both institutions shall ensure that 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 WHEREOF, the parties have hereunto signed this Memorandum of Understanding this _____ of _____, 2021 in Quezon City, Philippines.

UNIVERSITY OF SAN CARLOS

UNIVERSITY OF THE PHILIPPINES

By:

By:

FR. NARCISO A. CELLAN JR., SVD, DComm

FIDEL R. NEMENZO, D.Sc.

President

Chancellor

Date: _____

Date: _____

cut
now

j



WITNESSES:


RENANTE R. VIOLANDA, Ph.D.
Chairman, Department of Physics



NOTARIAL ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CEBU CITY) s. s.

MAR 31 2022

BEFORE ME, a Notary Public for and in Cebu City, this _____ in Cebu City, Philippines, personally appeared the following person(s):

Name	Identification Document(s)
Fr. Narciso A. Cellan, SVD	Passport No. P9049492A; Place issued - DFA Tacloban; Validity: 6 Oct 2018 - 5 Oct 2028

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.

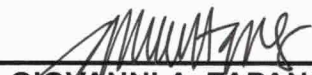
This instrument pertains to a Memorandum of Understanding for University of the Philippines consisting of 4 pages inclusive of the page where this acknowledgment is written.

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

Doc. No. 263 ;
Page No. 54 ;
Book No. 43 ;
Series of 2022

JOSE GLENN C. CAPANAS
Notary Public for Cebu City
Notarial Commission No. 054-06
(Until June 30, 2022 per B.M. No. 3715)
Unit 209, 2nd Floor, Litecloud Building
Lot 4, Block 2, Sanson Road, Lahug, Cebu City
PTR No. 3516785; 01.03.2022; Cebu City
Roll of Attorneys No. 42661; IBP LRN 04474
MCLC Compliance No. VI - 0005036 (Issued 12.18.17)

WITNESSES:



GIOVANNI A. TAPANG, Ph.D.
Dean, College of Science



WILSON O. GARCIA, Ph.D.
Director, National Institute of Physics

NOTARIAL ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) s. s.

BEFORE ME, a Notary Public for and in **QUEZON CITY**, this
MAY 18 2022 in **QUEZON CITY**, Philippines, personally appeared the
following person(s):


Name	Identification Document(s)
FIDEL R. NEMENZO, D.Sc.	UP ID No. NI 0291 53

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.

This instrument pertains to a Memorandum of Understanding for University of the
Philippines consisting of ___ pages inclusive of the page where this acknowledgment is
written.

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

Doc. No. 394 ;
Page No. 80 ;
Book No. VIII ;
Series of 2022


ATTY. TZEITEL CHRISTINE DG. CRUZ
NOTARY PUBLIC FOR AND IN QUEZON CITY
Unit 7 Bldg. C, Kamagong Centennial Dorm, E. Jacinto St.,
UP Diliman, 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. 2463174 D; 1-3-2022; Quezon City
MCLE Compliance No. VII- 0006084; Nov.23, 2021; Pasig City
My Commission Expires December 31, 2023