

## MEMORANDUM OF UNDERSTANDING

between

**UNIVERSITY OF SASKATCHEWAN**, located at 105 Administration Place, Saskatoon, Saskatchewan, Canada S7N 5A2, is represented here by **Dr. AIRINI**, Provost and Vice President, Academic, was established and granted by an “Act to establish and incorporate a University for the Province of Saskatchewan” that was passed by the provincial legislature in 1907. Known as the University Act, this provincial statute created a publicly funded, yet independent university. The university continues to be governed by the University of Saskatchewan Act, which was significantly amended by the legislature in 1995;

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, **FIDEL R. NEMENZO, D.Sc.**

Consistent with the cordial and cooperative bilateral relationship between Canada and the Philippines and in order to foster additional academic and scholarly collaboration between the University of Saskatchewan (USask), Saskatoon, Canada and University of the Philippines (UPD), Quezon City, Philippines hereinafter referred to as the “Parties” or singularly “Party”, these two universities have agreed to the following framework based upon principles of mutual equality and the reciprocity of benefits:

1. The Parties will explore opportunities to cooperate in various academic, research and scholarly endeavors in fields of mutual interest. This cooperation may include consideration of the following:
  - Exchanges and internships for students, faculty, and staff;
  - Introduction of new curricula;
  - Joint research projects;
  - Exchange of publications and training materials; and
  - Development of joint academic programming.
  
2. The specific details of these activities will be articulated and agreed to in separate collaboration agreement(s).

These collaboration agreement(s) will include implementation plans developed through mutual consultation and negotiation and will be signed by both institutions in accordance with their own institutional policies and in accordance with the laws and regulations of their respective countries after full consultation and approval from the other Party.

3. 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 Parties shall seek an equitable and fair understanding as to the ownership and other property interests that may arise, the terms of which shall then be contained in a separate agreement. This understanding shall be based on the laws, rules and guidelines then implemented in each university.
4. Each Party will appoint a coordinator to serve as a point of contact for this Memorandum of Understanding (MOU). At the University of Saskatchewan this person will be Dr. Meghna Ramaswamy, Director of International Office, and at University of the Philippines this person will be The Director of the Office of International Linkages Diliman.
5. This MOU reflects the commitment of the Parties to collaborate as expressed, and is not intended to be legally binding in nature.
6. As a result of this MOU, neither Party will incur any financial obligations resulting from the actions of the other Party without a prior agreement in writing to accept specific financial obligations. It is understood that the implementation of any of the cooperative activities stated in Clause 1 may be restricted depending upon the availability of resources and funds at the Parties concerned. Any additional agreement(s) pertaining to financial matters will be negotiated separately.
7. This MOU may be amended or modified by a written agreement signed by the representatives of both Parties.
8. In the event of an unforeseen incident during collaborative activities in either country, both Parties agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated into the specific agreements mentioned in Clause 2.



- 9. This MOU will be in effect from the date of final signature for a period of five (5) years, at which time negotiations can be opened for a renewal. The date of signing must be communicated to the other Party. 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, although which does not state that the MOU is automatically renewed for the same period.
- 10. Either Party can terminate this MOU by giving six (6) months of written notice to the other. 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 Parties shall endeavor to exercise their best efforts to negotiate the differences. Alternative methods of dispute resolution shall be exhausted before resort to court litigation.
- 12. The Parties mutually agree to process information and sensitive personal information in conformity with the data privacy laws of their respective countries and all other applicable laws and regulations.

The Parties shall ensure that 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 under its authority shall hold said information under strict confidentiality at all times.

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UNIVERSITY OF SASKATCHEWAN



On behalf of the University of Saskatchewan:

April 21, 2022

Dr. AIRINI  
Provost and Vice-President Academic

Date:

On behalf of University of the Philippines:

15 September 2022

FIDEL R. NEMENZO, D.Sc.  
Chancellor *j. nomen* *HP*

Date:

**Witnesses**

GIOVANNI A. TAPANG, Ph.D.  
Dean, College of Science, University of the Philippines Diliman

Date:

WILSON O. GARCIA, Ph.D.  
Director, National Institute of Physics, University of the Philippines Diliman

22 April 2022

Date:

