

**MEMORANDUM OF UNDERSTANDING BETWEEN
UNIVERSITY OF THE PHILIPPINES VISAYAS and EASTERN VISAYAS STATE UNIVERSITY**

PREAMBLE

WHEREAS, the University of the Philippines Visayas (hereinafter referred to as **UPV**), the national university created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, with official address at the New Administration Building, Miag-ao, 5023 Iloilo, Philippines, and represented in this document by its Chancellor, Dr. Ricardo P. Babaran;

WHEREAS, the Eastern Visayas State University (hereinafter referred to as **EVSU**) is mandated to provide advanced education, higher technological, professional instruction and training in trade, fishery, agriculture, forestry, science, education, commerce, architecture, engineering and related courses. It shall also undertake research and extension services and provide progressive leadership in its areas of specialization. Its main campus is located in Tacloban City, Leyte and represented in this document by its President, Dr. Dominador O. Aguirre, Jr..

WHEREAS, the objectives of UPV are to provide quality tertiary and graduate education, promote and undertake relevant and appropriate researches and provide training and other extension services including dissemination of information and technology to concerned sectors in the fields of fisheries and aquatic sciences;

WHEREAS, the objectives and functions of EVSU are to provide higher education, promote quality researches, advance studies and progressive leadership in engineering, science, technology, fisheries and marine sciences.

WHEREAS, UPV and EVSU, having common interest in fostering innovative capability-building programs in fisheries and aquatic sciences as a strategy to generate new knowledge, and sustain the development of technology, are willing to collaborate in planning and implementing these programs utilizing their joint expertise and resources.

NOW, THEREFORE, in consideration of the above mentioned, UPV and EVSU mutually agree as follows:

ARTICLE I

Objectives

The purpose of this Memorandum of Understanding is to further the following objectives:

1. To develop collaborative activities in the furtherance of the common goals and objectives of UPV and EVSU;
2. To undertake collaborative graduate level instruction, research, training and public service or extension programs;

3. To promote exchange of scientists and researchers for graduate level instruction, research, training and other related activities;
4. To strengthen the research capabilities of faculty and researchers through the cooperative use of materials and facilities; and,
5. To enhance the institutional capacities of UPV and EVSU by collaborating in emerging trans-, inter-, and multi-disciplinary research programs of mutual interest.

ARTICLE II

Scope of Collaboration

1. Collaborative activities shall cover joint undertakings in research, research-enabled graduate level instruction, training and public service or extension programs of UPV and EVSU.
2. Collaborative projects may be proposed by UPV or EVSU based on each institution's priority programs, needs, and capabilities.
3. Collaborative projects may be submitted for funding to donor agencies or funded through each institution's internal funds allocated for research projects. The selection of the primary author for all scientific outputs shall be formally mutually agreed upon by both parties.¹

ARTICLE III

Research Collaboration

1. Either UPV and EVSU can tap expertise from the other institution in case this expertise is lacking in the said institution
2. UPV faculty/researchers may submit to EVSU proposals in a collaborative undertaking for which a review process shall be made following EVSU procedure. Similarly, proposals that may come from EVSU in a collaborative undertaking with UPV researchers shall be subjected to a review process following UPV procedures.
3. Any joint research projects of UPV and EVSU shall receive entitlements to be agreed upon through separate Memoranda of Agreement covering the project,

¹ A student conducting his/her thesis/dissertation through this MOU shall be given priority to use any data generated through the student's activities to complete the thesis or dissertation and to ensure his/her timely graduation. Any or all publications from a thesis or dissertation shall be co-authored by UPV and EVSU collaborators, and must always include the student; however, selection of the primary author shall be mutually agreed upon by both parties. Any scientist from either UPV or EVSU who wishes to use a publication resulting from this MOU for his/her application for tenure shall be given the right to be the primary author.

and also shall follow all administrative policies and procedures of EVSU while conducting the research, including the timely submission of quarterly and annual reports as well as terminal reports at the end of the project implementation following a format agreed upon before the project commences. EVSU researchers shall likewise receive similar entitlements for UPV-funded projects following its existing administrative policies.

ARTICLE IV

Collaboration on Instruction, Training and Other Extension Services

1. EVSU may invite UPV faculty and researchers as Adjunct Professors whose appointments and entitlements shall be commensurate to their qualifications in UPV.
2. UPV may invite qualified EVSU personnel who shall be tapped as Co-Mentors for its research-enabled graduate programs.
3. UPV and EVSU may invite each other's personnel as resource persons in training programs and other extension activities with remuneration to be agreed upon before any activity commences.

ARTICLE V

Use of Facilities

1. UPV and EVSU shall allow the use of library facilities based on rules and procedures of the respective institutions.
2. UPV and EVSU shall allow the use of laboratories, equipment, and other facilities. For research projects that are not part of a collaborative activity and require the use of sensitive and specialized equipment or analytical services available at either UPV or EVSU, a request for services or use of facilities shall be made and the requestor shall be required to pay the fees prescribed by either UPV and EVSU.

ARTICLE VI

Intellectual Property Rights

1. EVSU and UPV shall provide each party with their respective publications.
2. All research outputs, discoveries, technologies and/or inventions produced from collaborative activities shall be jointly owned by UPV and EVSU.
3. Any publications arising from collaborative research projects and students' thesis (graduate and undergraduate) shall clearly establish and identify UPV and EVSU as owners of the output. Authorship shall be mutually agreed upon before the

project commences and reflected in the proponents listed in the approved research proposal.


4. UPV and EVSU both reserve the right to use all data and findings by virtue of and pursuant to this Memorandum of Understanding for enhancement of their respective academic and research programs, pursuant to its academic freedom guaranteed under the constitution, without need of consent from the other party. If works have to be published however, consent of either party shall be obtained.

ARTICLE VII


Other Terms and Conditions

1. This Memorandum of Understanding is effective immediately upon its signing by the appropriate officer of each of the signatory institutions.
2. This Memorandum of Understanding shall remain effective for five (5) years from the date of last signature; and can be renewed, amended or modified by an exchange of letters between both parties.
3. This Memorandum of Understanding shall not prevent either party from entering into similar agreements with other agencies and organizations.
4. Either party may terminate this Memorandum of Understanding by written notice to the other party; however, the Memorandum of Understanding will remain effective for 180 days from the date of issue of such notice.
5. Disputes or disagreements relating to this Memorandum of Understanding will be resolved by negotiations between UPV and EVSU.

IN WITNESS WHEREOF, the parties hereto set their hands this ____ day of ____ at _____, Philippines.




RICARDO P. BABARAN
Chancellor, UPV

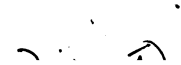


DOMINADOR O. AGUIRRE, JR.
President, EVSU

Signed in the presence of:



ROLLY G. FUENTES
Vice Chancellor for Research and
Extension, UPV



MA. CRISTINA I. CAINTIC
Vice President for Planning, Research &
Development & Extension Services, EVSU

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

MIAGAO, ILOILO) SS.

BEFORE ME, a Notary Public for and in above jurisdiction, this day of FEB 14 2020, 2020, personally appeared the following:

NAME

Government
Issued ID

Date issued/at

Ricardo P. Babaran
University of the Philippines Visayas

UPV ID #02-1082164

Known to be the same persons who executed the foregoing Memorandum of Understanding and acknowledged to me the same is their free and voluntary act and deed and that of the institutions or entities, if any, which they respectively represent.

This instrument, denominated as a Memorandum of Understanding, consisting of six (6) pages, including this page where acknowledgement is written, has been signed by the parties and their instrumental witnesses on all pages.

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

Doc. No. 158
Page No. 31
Book No. 14
Series of 20 20

RICHARD I. LOYNA
Notary Public for Province and City of Iloilo
Until December 31, 2021
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IBP A.R. No. 002277, 01-06-2020/Iloilo City
Roll No. 52023
MCLE Compliance No. VI-0003760
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E.C. Antiquera Law Offices
Rm. 202, 2nd Floor, Sta. Cruz Building
Cor. Ledesma/Fuentea Streets, Iloilo City

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Tacloban City, Leyte) SS.

JUN 23 2020

BEFORE ME, a Notary Public for and in above jurisdiction, this _____ day of _____, 2020, personally appeared the following:

NAME

**Government
Issued ID**

Date issued/at

Dominator O. Aguirre, Jr.
Eastern Visayas State University

EVSU ID #A102494DO _____

Known to be the same persons who executed the foregoing Memorandum of Understanding and acknowledged to me the same is their free and voluntary act and deed and that of the institutions or entities, if any, which they respectively represent.

This instrument, denominated as a Memorandum of Understanding, consisting of six (6) pages, including this page where acknowledgement is written, has been signed by the parties and their instrumental witnesses on all pages.

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

Doc. No. 450
Page No. 91
Book No. VIII
Series of 2020

PATRICK V. SANTO
NOTARY PUBLIC
Notarial Commission No. NC-2020-01-19;
and within the Territorial Jurisdiction of RTC Tacloban City
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