



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN  
EASTERN VISAYAS STATE UNIVERSITY,  
THE PHILIPPINES**

**And  
PORTSWORLD ACADEMY  
(Malaysia)**

**Dated this 5<sup>th</sup> December, 2022**

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this 5<sup>th</sup> day of December, 2022

### BETWEEN

**EASTERN VISAYAS STATE UNIVERSITY** is a university duly established under the laws of the Republic of The Philippines in Tacloban, Leyte Province, offering wide range of Commission for Higher Education (CHED) - approved programmes and having its address at Arch. Lino R Gonzaga Avenue, Tacloban City, Philippines (hereinafter referred to as **EVSU**) of the one part;

### AND

**PORTSWORLD ACADEMY**, incorporated in Malaysia (Company No. 861921-A), engaged in research/consultancy and industry-centric curricula developer/training provider, having its address at Suite 10.06, Menara Trend Intan Millennium Square 1, Taman Intan 41300 Klang, Selangor, MALAYSIA (hereinafter referred to as "**PWA**") of the other part.

(**EVSU** and **PWA** are hereinafter referred to as the "Party" and collectively as the "Parties")

### WHEREAS:

1. The Parties are agreeable and desirous of working together to develop, promote and collaborate in internationalization of education in areas of mutual interest;
2. That such collaboration shall include, but not limited to the following initiatives and engagements:
  - a. Curricula Enhancement & Professional Upskilling courses;
  - b. Promoting International Linkages in Higher Education;
  - c. International Lectures, Seminars and Symposia;
  - d. Academic & career/professional advancement programmes;
  - f. Student/faculty mobility/immersion & other academic cooperation as mutually agreed.
3. That any projects shall be conducted are of mutual interest and benefit to the two Parties hereto.
4. The Parties shall ensure that the identified products/ courses/programme designed/developed and delivered shall be relevant and of value to the advancement of knowledge, innovations and technology in the field of education development;
5. That any such initiatives and or opportunities arising thereof shall be subjected to separate mutually agreed written memorandum of agreement (MoA) based on financial/business model and terms agreed to and executed between the Parties.



NOW IT IS HEREBY UNDERSTOOD AND WITNESSETH as follows:

#### ARTICLE 1

##### GENERAL AREAS OF COOPERATION AND COLLABORATION

- 1.1.1 The purpose of this Memorandum of Understanding (MoU) is to ensure that the common shared vision is realised through anticipated future arrangements, agreements, initiatives and projects. This vision is the over-arching objective and impetus, which shall guide and direct the Parties in all their working relationships under this Memorandum of Understanding.
- 1.1.2 The Parties agree that cooperation shall be carried out through such activities of educational and training programmes relating to, but not limited to jointly developing and collaborating academic/industrial training courses/programmes in relevant areas of interest.
- 1.1.3 The terms of such mutual cooperation of programmes and activity shall be mutually discussed and agreed upon in writing by all Parties prior to the initiation of the particular programme or activity and such shall be negotiated as required.
- 1.1.4 The cost and expenses incurred in performing any activity pursuant to this Memorandum of Understanding such as commencement and materialization of the project, training, advisory visits shall be discussed and agreed upon by mutual acceptance of the Parties and such acceptance and agreement shall be constituted accordingly under separate or individual contract of agreement/s to be negotiated.
- 1.1.5 Parties to this Memorandum of Understanding agree to provide quality and affordable education and training to a global learning community.
- 1.1.6 Create a mutually beneficial, collaborating working relationship that will further promote the advancement and the growth of their respective Parties to this Memorandum of Understanding.
- 1.1.7 Each Party shall co-operate with the other to take all reasonable steps to facilitate the realisation of the objectives of this Memorandum of Understanding;
- 1.1.8 The Parties shall ensure the success and the timely fulfilment of all of its obligations and partnership arrangements defined under this Memorandum of Understanding;
- 1.1.9 The Parties shall maintain, if not enhance the credibility and reputation of the Parties in the public at large;
- 1.1.10 Enable each Party to realise its stated objectives; and not fairly deprive any Party of its benefits under this Memorandum of Understanding.
- 1.1.11 The Parties under this Memorandum of Understanding commit themselves to working together in a collaborative, collegial relationship of mutual benefit with the contribution of complementary skills and resources towards the common shared vision.
- 1.1.12 That Parties to this Memorandum of Understanding agree that the programmes and activity enumerated above shall be referred a joint working group formed, if necessary, between the Parties and that may be referral and coordination's centre to determine and identify the suitability of relevant Parties for collaboration in the programmes and activity hereto agreed.

**ARTICLE 2**  
**DURATION AND TERMINATION**

- 2.1 This Memorandum shall commence on the date of execution of the same and shall remain in force for duration of **THREE (3) years** and will end at the expiry of that three (3) year period or upon the execution of a formal agreement setting forth the entire terms and conditions, rights and liabilities of the Parties in relation to the programmes and activities, whichever is earlier.
- 2.2 The duration of this Memorandum of Understanding may be extended by mutual written agreement of the Parties.
- 2.3 Each Party may terminate this Memorandum of Understanding by providing a three (3) months' notice in advance to the other Party/ies. Upon termination, each Party accordingly shall return any documents retained by the same to its original owner.

**ARTICLE 3**  
**RELATIONSHIP BETWEEN THE PARTIES**

- 3.1 Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization or any kind between the Parties or so to constitute either Party as the agent of the other.
- 3.2 The Parties hereby agree that this co-operation shall be identified as the parent document of any programmes executed between the Parties.
- 3.3 Further agreement concerning any programmes shall be entered into prior to the commencement of the activities or programmes. Such agreement shall not become effective until they have been reduced into writing, approved and executed by the duly authorised representatives of the Parties.

**ARTICLE 4**  
**CONFIDENTIALITY**

- 4.1 All information and/or data that may be exchanged, acquired and shared in connection with the area of cooperation among the Parties pursuant to this Memorandum of Understanding shall be treated strictly confidential and shall not under any circumstances be divulged by the receiving party ("Recipient") to any third party without the prior written consent of the originating party unless otherwise the same has already been in public domain.

**ARTICLE 5**  
**GENERAL**

- 5.1 This Memorandum of Understanding shall be governed by and interpreted in accordance with the laws of Malaysia and the Philippines.
- 5.2 The provisions of this Memorandum of Understanding may be amended at any time by the mutual consent in writing of all Parties.
- 5.3 The Parties agree that this Memorandum of Understanding represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a binding contract and shall not give rise to any rights and liabilities under a contract.



**ARTICLE 6**  
**NOTICE**

6.1 Any notice to either Party hereto shall be sufficiently served if:

- (a) delivered personally to the place of business or offices of the Parties as stated herein or at such other addresses notified to each other in like manner as provided herein, in which case the addressee will be deemed to have received the notice at the time of delivery;
- (b) sent by prepaid registered post to the address of the addressee as given in this business; and shall be deemed to be served on the fifth day following the date on which is so mailed regardless whether such letter is actually delivered by the postal authorities;
- (c) the addresses of the Parties are as follow:

**EASTERN VISAYAS STATE UNIVERSITY**

Arch. Lino R Gonzaga Avenue, Tacloban City, Philippines 6500

Contact details:

Faustito A. Aure, Director for Internationalization of Higher Education, EVSU

Faustito.aure@evsu.edu.ph

**PORTSWORLD ACADEMY**

Intan Millennium Square 1, Taman Intan 41300 Klang, Selangor, MALAYSIA.

Contact details:

Durairaj Govindasamy Managing Director, PWA

portsworldraj@yahoo.com

IN WITNESS THEREOF the Parties have by their respective officers duly authorized hereunto set their hands the day and year first above written.

SIGNED for and on behalf of  
EASTERN VISAYAS STATE UNIVERSITY (PHILIPPINES) Board of Regents

.....  
DR DENNIS C. DE PAZ  
President

SIGNED for and on behalf of  
PORTSWORLD ACADEMY (MALAYSIA)

.....  
DURAIRAJ GOVINDASAMY  
Managing Director

## ACKNOWLEDGEMENT

Republic of the Philippines)  
CITY OF TACLOBAN ) s.s.  
X-----X

AUG 01 2023


**BEFORE ME**, a Notary Public for and in the Province of Leyte, this \_\_\_\_\_  
personally appeared the following persons, to wit:

<u>NAMES:</u>	<u>ID NUMBER:</u>	<u>ISSUED ON:</u>	<u>AT:</u>
1. DENNIS C. DE PAZ	D062695	JUNE 3, 2021	TACLOBAN CITY
2.			

Known to me to be the same persons who executed the foregoing instrument and that they  
acknowledged to me that the same is their free act and deed,

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

Doc. No. 197  
Page No. 40  
Book No. 89  
Series of 2023

  
**ATTY. EDWIN Y. CHUA**  
Notary Public  
Until Dec. 31, 2024  
Appointment No. NC-2023-01-75  
PTR No. 1440307  
Roll No. 35352  
IBP Lifetime No. 436783