



MEMORANDUM OF UNDERSTANDING
on
PARTNERSHIP OF EASTERN VISAYAS STATE UNIVERSITY
AND WADHWANI FOUNDATION

KNOW ALL MEN BY THESE PRESENTS

This **Memorandum of Understanding ("MOU")** is entered into on August 18, 2023 by and between the Eastern Visayas State University having its principal office address at Lino Gonzaga Avenue, Tacloban City represented by its **University President, Dr. Dennis C. De Paz**, hereinafter referred to as "EVSU,"

and

Wadhvani Operating Foundation, a nonprofit public benefit corporation with address located at Four Main Street, Suite 210, Los Altos, CA 94022, USA represented by its **Regional Director for Southeast Asia, Lucrecio D. Delgado, Jr.**, hereinafter referred to as, "**WOF**".

WITNESSETH:

WHEREAS, **Eastern Visayas State University** is a technological State University committed to provide quality education integrating its course values in the performance mandated for academic excellence and humane service.

WHEREAS, **Wadhvani Foundation** is a not-for-profit with the primary mission of accelerating economic development by driving job creation through large-scale initiatives in entrepreneurship, small business growth, innovation, and skilling. Founded in 2000 by Silicon Valley entrepreneur Dr Romesh Wadhvani, today, the Foundation is scaling impact in multiple countries across Asia, Africa and Latin America.

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WHEREAS, the **Parties** desire to establish a partnership ensuring collaborative efforts towards their common goal of promoting Wadhwani Foundation and Eastern Visayas State University for socio-economic development.

NOW, THEREFORE, the Parties agree as follows:

1. PARTNERSHIP PURPOSE

The purpose of the Partnership is to support each other with business development activities and marketing activities, and to explore the effective use and integration of each other's technologies into the respective solutions being employed, developed, and marketed by the two Parties.

2. OBLIGATIONS OF THE PARTIES

- 2.1. The Parties acknowledge that no contractual relationship is created between them by this Memorandum. The Parties agree to work together in the true spirit of collaboration to ensure success of the Partnership and to assign appropriate administrative, managerial, and financial resources to the project. The scope of the Partnership shall be defined by mutual consent and will include:
 - 2.1.1. Sharing the knowledge necessary to integrate the intellectual property of each Party into the other Party's solution.
 - 2.1.2. Other scope as mutually agreed upon.
- 2.2. In no way does this agreement restrict involved Parties from participating in similar agreements with other public or private agencies, organizations, and individuals.
- 2.3. Any of the Party may terminate its participation in this Memorandum by providing written notice to the other Party.
- 2.4. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

2.5. No liability will arise or be assumed between the Parties because of this Memorandum.

3. ROLES AND RESPONSIBILITIES

It is mutually agreed upon and understood by both Parties that:

- 3.1. Each Party will work together in a coordinated fashion for the fulfillment of this project through regular meetings and communication. To the extent possible, each Party will participate in the development of this collaboration project.
- 3.2. Eastern Visayas State University , shall directly and/or indirectly (through arrangements with program clients or beneficiaries) bear the logistic expenses such as travel, lodging, food, and appropriate stipend of WF trainers/ facilitators if they are required to be physically present in Mentoring Sessions, trainings and pitch meetings.
- 3.3. WOF will provide access to EVSU to its Learning Management System (LMS) and other online platforms at no cost, which includes training, onboarding, maintenance and management of the platform and online sessions.
- 3.4. In return, EVSU shall commit to deliver at least 200 number of enrollees to Wadhvani Entrepreneur (WE) programs.
- 3.5. Marketing and any media or public relations contact should always be consistent with the aims of the Partnership and only undertaken with the expressed agreement of both parties. Where it does not breach confidentiality protocols, a spirit of open and transparent communication should be adhered to.

4. TRANSFER OF FUNDS

The Partners acknowledge and agree that this agreement does not create any financial or funding obligation on either Party, and that such obligations shall arise only upon joint execution of a subsequent agreement or work plan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this

Memorandum. Such subsequent agreement or work plans, and budgets, will be subject to funding being specifically available for the purposes outlined therein.

5. AMENDMENTS TO THIS MEMORANDUM OF UNDERSTANDING

This Memorandum may be amended or supplemented in writing, if the writing is signed by the Party obligated under this Memorandum. If any provisions of this Memorandum are found to be invalid or unenforceable for any reasons, the remaining provisions will continue to be valid and enforceable.

6. DURATION OF THE UNDERSTANDING

The duration of this MOU is 3 years, plus 5 years of confidentiality. This MOU shall commence on the Effective Date on which the second signature is executed and terminate on the first occurring of any of the events listed below:

- 6.1. The Parties mutually agree to terminate the MOU.
- 6.2. Thirty (30) days after one party gives the other Party notice of its intent to terminate.
- 6.3. The Parties mutually agree to supersede this MOU with another form of legal understanding.
- 6.4. In the event of a material breach by a Party of its obligations hereunder, such as but not limited to, a breach of confidentiality, this MOU can be terminated.
- 6.5. If one Party is placed into liquidation, bankruptcy, administration, receivership, or any similar process within the applicable jurisdiction, this MOU can be terminated.

7. CONFIDENTIALITY AND PUBLICITY

- 7.1. The Parties shall abide by the confidentiality understanding executed between them on August 18, 2023.



7.2. Ownership of any inventions, whether patentable and/or registered or not, shall remain with the Party which first authored such invention. Further, nothing in this understanding is intended to create joint ownership of newly developed intellectual property.

8. DISCLAIMER

None of the Parties shall be entitled to claim damages from the other for any consequential or indirect losses such as loss of business, loss of opportunity or loss of profit, or for any direct losses such as costs incurred or otherwise.

9. LAW


Regardless of its place of negotiation, execution, or performance, this understanding shall be governed by the laws of the Philippines, except as to its principles of conflicts of laws.

The Courts in the Republic of the Philippines shall have exclusive jurisdiction to hear and determine any suit, action, or proceedings, and to settle any disputes, which may arise out of or in connection with this understanding and, for such purposes, each respective Party irrevocably submits to the jurisdiction of the Courts in the Republic of the Philippines.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the place and date above-stated.


[Handwritten signatures and initials in blue ink]

Signed in the Presence of:



DANILO B. PULMA, DM

Vice President of Internationalization for Higher Education
External Affairs



BENEDICTO T. MILANTE, PhD

Vice President for Administration and Finance



LYDIA M. MORANTE, DA

Vice President for Academic Affairs



ANALYN C. ESPANO, DA

Vice President for Research and Development and Extension Services

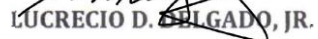


WOF

EVSU.

By:

By:

A handwritten signature in black ink, appearing to read 'LUCRECIO D. SALGADO, JR.'.

SEA Regional Director, Wadhvani Foundation

A handwritten signature in blue ink, appearing to read 'DR. DENNIS C. DE PAZ'.

President, Easter
Visayas State University

SIGNED IN THE PRESENCE OF:

MARY ROSE

OFIANGA

Program Manager, WE
Wadhvani Foundation

ACKNOWLEDGEMENT

Republic of the Philippines)

CITY OF TACLOBAN) s.s.

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Before me, a Notary Public for and in the Province of Leyte, this _____ personally appeared the following persons, to witness:

Names:	ID NUMBER:	ISSUED ON:	AT:
1.			
2. DENNIS C. DE PAZ	D062695		Tacloban City

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. _____

Page No. _____

Book No. _____

Series of 2023