

## MEMORANDUM OF UNDERSTANDING

**VISAYAS STATE UNIVERSITY (VSU)**, an institution of higher learning established under Pres. Decree No. 470 as amended by Pres. Decree No. 700, and converted into a state university by virtue of R.A. 9158 and 9437, with principal office at Visca, Baybay City, Leyte, Philippines represented by its University President, **Dr. EDGARDO E. TULIN**,

### AND

**YALE UNIVERSITY (Yale)**, a not-for-profit corporation organized and existing under and by virtue of a special charter and act of the general assembly of the Colony and State of Connecticut in the United States of America located in New Haven, Connecticut on behalf of the Yale School of the Environment ("YSE").

Visayas State University ("VSU") and Yale University ("Yale") on behalf of its Yale School of the Environment ("YSE") (hereinafter "the Parties"), in the firm conviction that academic collaboration between the two Parties will further their educational missions, hereby conclude the following Memorandum of Understanding (MOU).

- Article 1. The parties agree to collaborate on research, capacity-building, internships, and training programs on Rainforestation and related resource management fields, including forest ecology, agriculture, hydrology, soils, social ecology, economics, silviculture, and land tenure. This includes, but is not limited, to the training, leadership, and international online program activities of the Environmental Leadership & Training Initiative (Yale-ELTI), one of the Yale School of the Environment's centers and programs, as currently implemented in the Philippines by the Forest Foundation Philippines.
- Article 2. The terms and conditions of any specific program or activity shall be discussed between individual departments and shall be recorded in a writing signed by the academic liaisons listed below prior to the start of the specific program or activity.
- Article 3. In the case that any specific program or activity results in or impacts upon matters of intellectual property rights arising there from, the Parties shall discuss in good faith and agree in a writing signed by the academic liaisons listed below the conditions regarding the treatment of intellectual property rights so arising, prior to the start of the specific program or activity.
- Article 4. Neither Party shall use the name or marks of the other in any press materials or web-based or other publication without the prior written permission of the other Party; provided that each Party may include the name of the other on any routinely-maintained published list of institutional collaborations during the term of this MOU.
- Article 5. This MOU is valid for a period of five (5) years from February 1, 2023 to January 31, 2028 (the "term"). The Term of the MOU may be extended by a writing signed by both Parties. Either Party may terminate the MOU during its Term for any reason by giving sixty (60) days advance written notice to the other Party and the Parties agree to engage in a reasonable negotiation regarding the winding up of any collaborative projects.
- Article 6. The academic liaison for Yale will be Dr. Eva Garen and the academic liaison for VSU will be Dr. Eliza Espinosa. Any notice given under this MOU shall be (i) personally delivered, (ii)