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3 **MEMORANDUM OF UNDERSTANDING**

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

8 **AND**

9
10 **YALE UNIVERSITY (Yale)**, a not-for-profit corporation organized and existing under and by
11 virtue of a special charter and act of the general assembly of the Colony and State of Connecticut in
12 the United States of America located in New Haven, Connecticut on behalf of the Yale School of the
13 Environment ("YSE").

14
15 Visayas State University ("VSU") and Yale University ("Yale") on behalf of its Yale School of the
16 Environment ("YSE") (hereinafter "the Parties"), in the firm conviction that academic
17 collaboration between the two Parties will further their educational missions, hereby conclude the
18 following Memorandum of Understanding (MOU).
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21 Article 1. The parties agree to collaborate on research, capacity-building, internships, and training
22 programs on Rainforestation and related resource management fields, including forest
23 ecology, agriculture, hydrology, soils, social ecology, economics, silviculture, and land
24 tenure. This includes, but is not limited, to the training, leadership, and international online
25 program activities of the Environmental Leadership & Training Initiative (Yale-ELTI), one
26 of the Yale School of the Environment's centers and programs, as currently implemented in
27 the Philippines by the Forest Foundation Philippines.
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29 Article 2. The terms and conditions of any specific program or activity shall be discussed between
30 individual departments and shall be recorded in a writing signed by the academic liaisons
31 listed below prior to the start of the specific program or activity.
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33 Article 3. In the case that any specific program or activity results in or impacts upon matters of
34 intellectual property rights arising there from, the Parties shall discuss in good faith and agree
35 in a writing signed by the academic liaisons listed below the conditions regarding the
36 treatment of intellectual property rights so arising, prior to the start of the specific program or
37 activity.
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39 Article 4. Neither Party shall use the name or marks of the other in any press materials or web- based or
40 other publication without the prior written permission of the other Party; provided that each
41 Party may include the name of the other on any routinely- maintained published list of
42 institutional collaborations during the term of this MOU.
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44 Article 5. This MOU is valid for a period of five (5) years from February 1, 2023 to January 31, 2028 (the
45 "term"). The Term of the MOU may be extended by a writing signed by both Parties. Either
46 Party may terminate the MOU during its Term for any reason by giving sixty (60) days
47 advance written notice to the other Party and the Parties agree to engage in a reasonable
48 negotiation regarding the winding up of any collaborative projects.
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50 Article 6. The academic liaison for Yale will be Dr. Eva Garen and the academic liaison for VSU will be
51 Dr. Eliza Espinosa. Any notice given under this MOU shall be (i) personally delivered, (ii)

sent by an internationally recognized overnight delivery service, with delivery confirmed or (iv) sent by facsimile or email, with receipt confirmed, to the other Party at the address set forth below.

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Honey Sofia V. Colis
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0063 53 563-7067 (office)

Article 7. This MOU may be executed in any number of counterparts, each of which shall be considered an original and all such counterparts, together, shall constitute one and the same legal instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed the MOU as of the date(s) set forth below.

VISAYAS STATE UNIVERSITY

For Yale University on behalf of the Yale
School of the Environment

EDGARDO E. TULIN
University President
Date:

By: _____
Name: _____
Title: _____
Date: _____

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Acknowledged by on behalf of the Yale
School of the Environment

Signature: _____
Name: _____
Title: _____
Date: _____