

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is entered into this _____ day of _____ 2021 in _____, Philippines, by and between:

The **VISAYAS STATE UNIVERSITY**, a state institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree No. 700, and converted into state university by virtue of R.A. No. 9158 and 9437, with principal office address at Visca, Baybay City, Philippines, duly represented herein by its President, **Dr. EDGARDO E. TULIN**, and hereinafter referred to as “**VSU**”;

EMERSON Y. SY, an independent wildlife researcher, whose expertise in his field is shown in his Curriculum Vitae attached as Appendix A and whose postal and physical address at 1198 Benavidez Street, Unit 1202, Tondo, Manila, and hereinafter referred to as the “**CONSULTANT**”;

(Collectively referred to herein as the **PARTIES**.)

WITNESSETH, That:

WHEREAS, **VSU** is one of the major educational institutions in Eastern Visayas, committed to providing quality education, and is regarded as one of the Region’s respected and leading educational institutions that has grown with the demands of the current and future environments for its students and faculty and advocates the utilization of student research in solving real-world problems.

WHEREAS, the **CONSULTANT** with expertise in Herpetology, Biodiversity and conservation, Invasive Alien Species, and Wildlife trade, is regarded as one of the country’s leading experts on Herpetological studies.

WHEREAS, both Parties acknowledge that there is an opportunity to effect change, provide sustainable development, protect and conserve the flora and fauna in Mt. Pangasugan, Baybay City, Leyte.

NOW, THEREFORE, for and in consideration of the foregoing premises and their mutual covenants, the Parties mutually enter into this Memorandum of Agreement (MOA) and bind themselves, as follows:

I THE PROGRAM

The Parties shall undertake to carry out activities on the Implementation of the Internationalization Program of the Visayas State University Titled (BIO-CAMP) Biodiversity Conservation and Management Program for Mt. Pangasugan (the "Program")

II OBJECTIVES

The following are the objectives of the Program:

- 1 Organize a team of local and foreign researchers and capacitate the team members
- 2 To enhance baseline information of the biodiversity of Mt. Pangasugan by identifying areas with high conservation value, and establish long-term forest dynamic plots
- 3 To come up with an updated list of flora and fauna of Mt. Pangasugan

III COMMITMENT OF EACH PARTY

A VSU

VSU shall have the following duties and Responsibilities

- 1 Information dissemination to faculty and students
- 2 Coordinate research and data banking efforts
- 3 Coordinate graduate and undergraduate support program
- 4 Participate in vision building and planning
- 5 Assist the Parties in monitoring and development indicators in action-research sites
- 6 Attend regular meetings or as needed

B CONSULTANT

The CONSULTANT shall have the following duties and responsibilities

1. Conduct capacity building activities (i.e., training/workshop on handling and field sampling methods of herps).
2. Participate in the fieldwork in the study sites.
3. Provide technical support in the herpetological studies (i.e., identifying species of amphibians and reptiles).
4. Co-author in scientific publications regarding herpetofauna.

It is understood that this MOA does not authorize the CONSULTANT to use the name, logo, pictures and any materials or other attributes of VSU in any of his website, social

media pages, projects, products, services, activities, promotional and advertising materials or paraphernalia, without the consent of VSU

IV FINANCIAL RESOURCES AND COMMITMENT

This MOA is a manifestation of the Parties' intentions and nothing in this MOA is intended to create a commitment of financial resources or legal relationship between the two signatories.

V GOVERNING LAW AND VENUE FOR ACTION

In the event of any dispute, controversy, or claim between the Parties hereto relating to this MOA, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute, controversy, or claim cannot be resolved informally, Parties agree that the dispute, controversy, or claim will be settled by binding arbitration in Manila or any other third-party courts that will be agreed upon by all the Parties.

VI INTELLECTUAL PROPERTY RIGHTS

All Background Intellectual Property used in connection with this MOA shall remain the property of Party introducing the same. No Party shall make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of either University except under the terms of this MOA. Each Party acknowledges and confirms that nothing contained in this MOA shall give it any right, title or interest in or to the Background Intellectual Property of either Party save as granted by this MOA. The Parties agree that any improvements or modifications to either University's Background Intellectual Property arising from projects or activities undertaken under this MOA, which are not severable from that Background Intellectual Property, will be deemed to form part of that University's Background Intellectual Property.

Use of Background Intellectual Property shall be subject to a separate agreement to be binding. No Party may grant any sub-license over or in respect of the other's Background Intellectual Property.

VII ACCEPTANCE AND EFFECTIVITY

This Memorandum of Agreement (MOA) shall come into full force and effect upon the signing by the Parties and shall be effective for a period of two (2) years unless earlier terminated by either of the Parties with at least one (1) month prior notice in writing. The Parties may decide to renew this MOA for the same period or extend its term as mutually agreed by the Parties subject to an annual assessment of the need to continue the MOA.

IN WITNESS WHEREOF, the undersigned in the presence of their respective witnesses, have signed this MOA.

Done in Leyte Province, Philippines, this _____ day of _____ 2021.

EMERSON Y. SY

Independent Wildlife Researcher / Herpetologist

Dr. EDGARDO E. TULIN

President

Visayas State University

Witnesses:

1. **DENNIS P. PEQUE**

Dean,

College of Forestry and
Environmental Science, VSU

2. **RIS MENOEL R. MODINA**

Instructor III

College of Arts and Sciences
Department of Biological Sciences,
VSU

ACKNOWLEDGMENT

Republic of the Philippines)

_____) S.S.

Before Me, a Notary Public, for and in _____ this _____ day of _____, personally appeared the following:

<i>Name</i>	<i>ID No.</i>	<i>Place/Date Issued</i>
<i>EMERSON Y. SY</i>	<i>X01-02-000324</i>	<i>Manila/18 Feb 2018</i>
<i>Dr. EDGARDO E. TULIN</i>	<i>V000522</i>	

all known to me to be the same persons who executed the foregoing Memorandum of Understanding consisting of five (5) pages including this Acknowledgment and signed by the Parties and their witnesses on each and every page thereof and same acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent.

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

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2021.