

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is executed by and between the parties:

**VISAYAS STATE UNIVERSITY**, an institution of higher learning established under Presidential 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, the Philippines, represented by its University President, **DR. EDGARDO E. TULIN**, herein referred to as "**FIRST PARTY**";

- and -

**GHD PTY LTD**, a corporation duly organized and existing under the laws of Australia and duly licensed to transact business in the Philippines with SEC License No. A199910362, hereinafter collectively referred to as "**SECOND PARTY**";

WITNESSETH:

**WHEREAS**, the **SECOND PARTY** is an international consulting firm engaged by DITO Telecommunity Corporation (DITO) as a consultant to conduct Marine Beach Ecosystem Reassessment of the proposed Submarine Cable in Philippines (SCIP) Project.

**WHEREAS**, the **FIRST PARTY** has research and technical staff with expertise to conduct the marine monitoring for the submarine cable project in Ibarra, Maasin, Southern Leyte; **WHEREAS**, the **FIRST PARTY** has agreed to provide subconsultancy services to the **SECOND PARTY** in the conduct of such rapid marine resource assessment in **FIRST PARTY**'s area of jurisdiction;

**WHEREAS**, the project entitled "**Subconsultancy Services for the Marine Beach Ecosystem Reassessment of the proposed Submarine Cable in Philippines (SCIP) Project in Barangay Ibarra, Maasin Southern Leyte**", herein after the "Project", with Dr. Eliza D. Espinosa of the Institute of Tropical Ecology and Environmental Management, as the lead researcher, shall be between the **FIRST PARTY** and **SECOND PARTY**;

**WHEREAS**, the parties agreed to conduct the Project within the month of August 8 – September 30, 2022;

**NOW THEREFORE**, for and in consideration of the above premises, the Parties hereby agree on and stipulate the following:

### **I. ROLES AND RESPONSIBILITIES OF THE FIRST PARTY (VSU)**

#### **A. General responsibilities**

1. **FIRST PARTY** acknowledges that:
  - a) the subconsultancy services are part of the consultancy services that **SECOND PARTY** must undertake in accordance with the consultancy agreement between **SECOND PARTY** and Dito;