



## MEMORANDUM OF AGREEMENT

Between

**KIWANIS CLUB OF WEST LEYTE-ORMOC**  
Ormoc City, Leyte, Philippines

and

**VISAYAS STATE UNIVERSITY**  
Visca, Baybay City, Leyte 6521-A PHILIPPINES

### Preamble

The **KIWANIS CLUB OF WEST LEYTE-ORMOC (KI 19755)**, herein referred to as “KCWLO”, which is a member of the Kiwanis International and exist only by charter granted by Kiwanis International, duly represented herein by its Club President, **Kwn. Marichu A. Campos**.

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

The parties have well established reputation in teaching and research and allied fields and consider international links and collaboration as essential component to strengthen program delivery and governance.

### Purpose

This Memorandum of Agreement (MOA) is designed to foster a friendly relationship through mutual cooperation in conduct of extension services between KCWLO and VSU.

Both parties have reached agreement on the following areas of cooperation, subject to mutual consent and the availability of sufficient resources:

- Development of extension practices between both parties;
- Collaboration on extension activities;

The terms of such mutual assistance and funding for any specific program and activity shall be mutually discussed and agreed upon writing by both parties signed and notarized prior to the initiation of a particular program.

Each institution will designate an individual to coordinate this program and all endeavors that may derive from it. Manpower for bilateral projects will be provided by both parties and common teams will be formed.

**Collaboration on Extension Services**

1. KCWLO members and VSU faculty whose appointments and entitlements shall commensurate to their qualifications and shall be agreed Upon by both parties;
2. KCWLO may invite qualified VSU faculty who shall be tapped as co-implementors of extension programs from joint projects depending on funding; and
3. VSU and KCWLO may invite each other's faculty as resource persons in the conduct of training programs and other extension activities to be agreed upon before any activity commences.

**Intellectual Property Rights and Publication**

All extension work conducted with the framework of this MOA will be available for with the consent of both parties. When results are patentable such publication will be carried only after the consent of all interested parties.

**Confidentiality Agreement**

The parties agree that all information including but not limited to extension results transmitted during the term of this MOA and five years thereafter shall be deemed confidential and shall not without the prior consent of the disclosing party be used or disclosed to third party except that information that are already made public, or information that will be made available to the public by both parties.

**Dispute of Resolution**

Any dispute arising from this MOA shall be amicably resolved through consultation or negotiation between parties or such other means as the parties may decide.

**Nonbinding Agreement**

This MOA creates no right, benefit, or trust responsibility, substantive or procedural enforceable at law or equity. Each party operates under its own laws, regulations and policies subject to the availability of funds and resources.

**Amendment**

No amendment, consent or waiver of terms of this MOA shall bind either party unless in writing and signed by all parties. Any such amendment, consent or waiver shall be effective only in the specific instance for the specified purpose given. The parties to this MOA, by the signatures below of their authorized representatives, acknowledge having read and understood this MOA and agree to be bound by its terms and conditions.

**Term of MOA**

This MOA shall commence on the date of latest signature and be in effect for 2 years, at which time it shall be reviewed for possible extension. Either party may terminate this MOA by written notification signed by the appropriate official of the institution initiating the notice. However, such notification must be received by the other party at least six months prior to the effective date of termination.

*Signed in four original copies in English language.*

**Kwn. MARICHU A. CAMPOS**  
Club President  
Kiwanis Club of West Leyte-Ormoc  
Philippines

Date: \_\_\_\_\_

**DR. EDGARDO E. TULIN**  
President  
Visayas State University  
Philippines

Date: \_\_\_\_\_

*Witnessed by:*

**Kwn. ROMEO P. DELA CRUZ (IPP)**  
Board of Director  
Kiwanis Club of West Leyte-Ormoc  
Philippines

**DR. JOEL REY U. ACOB**  
Dean, College of Nursing  
Visayas State University  
Philippines