



EXCERPT FROM THE APPROVED MINUTES OF THE
97th VSU Board of Regents Meeting
28 April 2020

Visayas State University
(by Teleconference)

BAC Resolution No. 7

The Board passed

BOR Resolution No. 24, s. 2020

A Resolution Confirming BAC Resolution 7 - "Recommending to the HOPE to Procure the QS Quacquarelli Symonds Star Rating Services Through Alternative Method of Procurement by Direct Contracting and to Award to QS Quacquarelli Symonds Limited to Conduct Evaluation and Auditing Services for World University Ranking", as recommended by the BOR Finance Committee.

BOARD ACTION : **CONFIRMED**
Date : 28 April 2020

Certified True and Correct:

FRANCISCO G. GABUNADA, JR.
Board Secretary

Cc: OP
BAC
Finance Office
Budget Office
Accounting Office



CERTIFICATION

This is to certify that the different **BAC Resolutions (Nos. 1-13, s. 2020)** of the Visayas State University (VSU) has been thoroughly deliberated by the University Administrative Council (UADCO) during its meeting on 21 February 2020 at the VSU Center for Continuing Education (CCE).

Certifying further that the different **BAC Resolutions (Nos. 1-13, s. 2020)** is in order and respectfully endorsing such to the VSU Board of Regents (BOR) through its VSU Finance Committee.

Issued this 1st day of April 2020.

A handwritten signature in black ink, appearing to read "Edgardo E. Tulin".

EDGARDO E. TULIN

Chairman, VSU Administrative Council



**BAC RESOLUTION RECOMMENDING APPROVAL TO THE HOPE TO PROCURE
QS QUACQUARELLI SYMONDS STAR RATING SERVICES THROUGH
ALTERNATIVE METHOD OF PROCUREMENT BY DIRECT CONTRACTING AND
TO AWARD TO QS QUACQUARELLI SYMONDS LIMITED TO CONDUCT
EVALUATION AND AUDITING SERVICES FOR VSU**

**BAC RESOLUTION No. 07
Series 2020**

- WHEREAS**, the Visayas State University (VSU) a public university seeking to improve its quality of education to be at least at par with international universities of high standing and world class quality education and research;
- WHEREAS**, the Commission on Higher Education (CHED) supports the ramping up of the internationalization initiatives of the public universities by initiating the project "Fostering World Class Philippine Universities";
- WHEREAS**, the VSU represented by EDGARDO E. TULIN, Ph.D., PRESIDENT, entered into a Memorandum of Agreement with CHED, represented by J. PROSPERO E. DE VERA III, DPA, Chairman of the Commission on Higher Education where VSU will participate in the project "Fostering World Philippine Universities" and submitted a re-entry-plan proposal for funding;
- WHEREAS**, CHED provided financial support, in the amount of One Million Four Hundred Fifty Thousand Pesos (PhP 1, 450, 000.00) to undertake the project, specifically for the "International rating and benchmarking of institutions using internationalization metrics;
- WHEREAS**, VSU initiated a search for an international agency that is a known service provider and has reputable standing and worldwide experience in ranking universities;
- WHEREAS**, the result of the search lead to the identification of the QS Quacquarelli Symonds Limited whose principal place of business is at 1 Tranley Mews, Fleet Road, London NW3 2DG, known as leading global and education network and has a QS Intelligence Unit that provide service for World University Rankings that considers student experience, research, teaching employability, facility, innovation and internationalization among others;
- WHEREAS**, Quacquarelli Symonds Limited is registered in the PhilGEPS with the Business Registration Number 2563879 with Business Registration date 30 Nov 1990, and a current registration of 12 Feb 2020 with Red Registration;
- WHEREAS**, the Quacquarelli Symonds Limited was determined to be the sole provider of such ranking service using the criteria: research, teaching, employability,



VISAYAS
STATE UNIVERSITY


**Office of the Bids and Awards
Committee**

Visca, Baybay City, Leyte, PHILIPPINES
Telefax: +63 053 653 7108
Email: ovpprgea@vsu.edu.ph
Website: www.vsu.edu.ph

RESOLVED at the Conference Room of the Office of the Vice President for Administration
Finance on 18 February 2020.


FELICIANO G. SINON, SR.
BAC Member (Vice Chairman)


BEATRIZ C. JADINA
BAC Member


EPIFANIA G. LORETO
BAC Member

DENNIS P. PEQUE
BAC Member


DILBERTO O. FERRAREN
BAC Chairman

EDGARDO E. TULIN
PRESIDENT
HOPE

Vision: A globally competitive university for science, technology, and environmental conservation
Mission: Development of a highly competitive human resource, cutting-edge scientific knowledge and innovative technologies for sustainable communities and environment.

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) entered into and executed by and between:

The **COMMISSION ON HIGHER EDUCATION**, a government agency with principal office at Higher Education Development Center, C.P. Garcia Avenue, UP Diliman, Quezon City, represented herein by its Chairmah, **J. PROSPERO E. DE VERA, III, DPA** and hereinafter referred to as the "**GRANTOR**"

And

The **VISAYAS STATE UNIVERSITY**, a public university created pursuant to pertinent laws of the Republic of the Philippines, with official address at Pangasugan, Baybay City, 6521 Leyte, represented herein by its President, **EDGARDO ESCUADRA TULIN, Ph.D.** and hereinafter referred to as the "**GRANTEE**"

WITNESSETH
that,

WHEREAS, pursuant to Section 8-1 of the Republic Act 7722, otherwise known as the Higher Education Act of 1994, approved on 18 May 1994, the Commission on Higher Education is mandated to "administer the Higher Education Development Fund, as described in Section 10 hereunder, which will promote the purposes of higher education," and to "perform such other functions as may be necessary for its effective operations and for the continued enhancement, growth, or development of higher education;"

WHEREAS, the GRANTEE will participate in the Fostering World Class Philippine Universities Project and has submitted to the GRANTOR a re-entry plan proposal for funding;

WHEREAS, the GRANTOR recognizes the need to provide financial support to the GRANTEE to undertake the project in view of the project's relevance to the GRANTOR's internationalization thrust to develop and sustain IZN Programs of HEIs per CMO 55 s, 2016, Policy Framework and Strategies on the Internationalization of Philippine Higher Education;

WHEREAS, the GRANTOR has included the budget for the activity under the program Building the Internationalization Competitiveness of Philippine Higher Education Program, under the Participation in Intl Assessment of HEI performance and Filipino graduates in its Higher Education Development Fund which was approved by the Management Committee as stipulated in CEB Resolution No. 141-2019. The allocated amount, having been sourced from the Higher Education Development Fund, is in compliance with CHED Order No. 01 s, 2011 or the Guidelines on the Allocation of the Higher Education Development Fund;

WHEREAS, the CHED funding is as follows:

International rating and benchmarking of institutions using Internationalization metrics	Php 1,450,000.00
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1. PROJECT DESCRIPTION

Fostering World Class Philippine Universities is a CHED-initiated project that aims to ramp up the internationalization initiatives of public universities. It seeks to further drive positively and incentivize the good practices, thrusts, and programs on internationalization that the delivers on fulfilling sustainable goals not just on education, but the 17 other goals stated in SDG 2030. This project will assist Visayas State University to showcase its excellence to the world by associating with an internationally recognized brand for quality international universities by promoting its internationalization initiatives and increasing global reputation. The variables of the international brand would have the following metrics:

- Core Criteria (Teaching, Employability, Internationalization, Research or Academic Development)
- Specialist Criteria (Facilities or Online)
- Learning Environment (Subject Ranking or Program Strength)
- Advanced Criteria (Arts & Culture, Innovation, Inclusiveness, Social Responsibility)

This project is expected to be completed five (5) months after the effectivity of the agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agreed as follows:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The GRANTOR (CHED) shall:

- 1.1 Through the Higher Education Development Fund (HEDF) Secretariat, provide funding assistance through reimbursement to the GRANTEE in the amount not to exceed **ONE MILLION FOUR HUNDRED FIFTY THOUSAND PESOS (P1,450,000.00)** for participating in the project. Additionally, the GRANTEE shall shoulder separately the administrative costs for this project;
- 1.2 Through its Monitoring Team, see to it that funds provided to the GRANTEE shall be used properly and for the purpose specified.

2. The GRANTEE (Visayas State University) shall:

- 2.1 Properly utilize the funds provided by the GRANTOR and ensure that these are used strictly for the purpose for which the same are intended subject to the applicable accounting and auditing rules and regulations;
- 2.2 Issue an Official Receipt for every amount received from CHED-HEDF Secretariat;
- 2.3 Separately keep and maintain any/all necessary accounting books and records for the event which shall be subject to the monitoring and evaluation of CHED-HEDF's authorized representative/s and furnish fully the certified true copies of any/all documents required;
- 2.4 Submit to the GRANTOR a liquidation report certified correct by the Accountant and approved by the Director of the Finance of Visayas State University within two (2) months from the date of the completion of the project;
- 2.5 Submit to the GRANTOR, along with the aforementioned liquidation report, a comprehensive terminal report duly signed by the person/s in-charge and addressed to the CHED Chairman and the CHED International Affairs Staff;
- 2.6 Abide by the provisions of the **Commission on Audit (COA) Circular No. 2007-001 dated October 25, 2007** which is made an integral part hereof and other governmental regulations directly or indirectly pertaining to projects funded either fully or partly by government agencies;
- 2.7 Faithfully observe the provisions of **RA No. 9184, otherwise known as the An Act Providing for the Modernization, Standardization and Regulation of the Procurement Activities of the Government and for Other Purposes**, and its implementing Rules and Regulations, if applicable; and
- 2.8 Adhere to the prescribed accounting entries for booking up of property purchased out of the funds.

II. INTELLECTUAL PROPERTY

Visayas State University and CHED hereby agree and understand that intellectual property rights, ownership and enjoyment thereof arising from this event shall be governed by the applicable provisions of **RA No. 10055, otherwise known as An Act Providing the Framework and Support for the Ownership, Management, Use and Commercialization of Intellectual Property Generated from Research and Development Funded by Government and for Other Purposes**, including their respective Rules and Regulations, as well as existing and future policies of CHED on Intellectual Property Rights such as but not limited to the following:

- II.1 Any publication arising from the activities undertaken by virtue of and pursuant to this MOA shall clearly establish and identify the Parties as the source of the output;
- II.2 All reports arising from activities undertaken by virtue of and pursuant to this MOA shall be made in the name of the Parties. The names of the principal authors and/or researchers shall be identified, recognized and included in the

report;

11.3 CHED shall have the right to freely use all data and findings by virtue of and pursuant to this MOA for any of the purposes within its legal mandate.

III. SEPARABILITY CLAUSE

In the event that one or more provisions contained herein shall be held invalid, illegal or unenforceable in any respect and for any reason, the remaining provisions shall remain valid, legal and enforceable.

IV. DOCUMENTS COMPRISING THE AGREEMENT

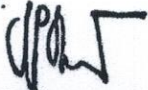
All appendages hereto attached are hereby expressly made an integral part of this Agreement by reference, excluding inconsistencies with any/all part, terms and conditions contained in this Memorandum of Agreement.

V. EFFECTIVITY OF THE AGREEMENT

This MOA shall take effect immediately upon signing by the herein contracting parties for the participation of Visayas State University in the Fostering World Class Philippine Universities Project.

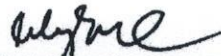
IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement this _____ of _____ 2019 at _____.

FOR THE COMMISSION ON HIGHER
EDUCATION:



J. PROSPERO E. DE VERA, III, DPA
Chairman
Commission on Higher Education

FOR THE VISAYAS STATE UNIVERSITY:

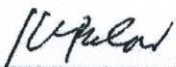


EDGARDO ESCUADRA TULIN, Ph.D.
President
Visayas State University

Signed in the presence of:



ATTY. LILY FREIDA M. MILLA, CESO IV
OIC, Office of the Deputy Executive Director
Director III, International Affairs Staff



BEATRIZ S. BELONIAS
Vice President for Academic Affairs

Certified as to Funds Availability:

₱ 1,410,000.-



MYRA PAZ B. MANALO
Chief Accountant, HEDFS

02/03 10/26/19 2019 09 01/674

Note: The Termination Clause will be in a separate document as form part of this MOA.

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City)s.s.

Before me, a Notary Public in _____, on this _____ day of _____
personally appeared before me:

Name Issued	Government Issued I.D.	Place/Date
J. PROSPERO E. DE VERA, III, DPA	_____	_____
EDGARDO ESCUADRA TULIN, Ph.D.	_____	_____

Known to me and to be known the same persons who executed the foregoing instrument consisting of five (5) pages including this page on which the acknowledgment is written, has been signed on the right hand margin of each and every page with my notarial seal.

IN WITNESS WHERE OF, I have hereunto set my hand and seal on the day, year, and place above written.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

VI. Termination for Cause

Either of the parties is entitled to terminate this MOA, in whole or in part by serving a written Termination Notice, fifteen (15) days before the intended termination, should there be a clear breach of the terms and conditions of this MOA by any of the parties, or in case any of the parties fail to fulfill its obligations and responsibilities as specified in this MOA.

A handwritten signature in black ink, appearing to be "J. Smith", is written over the end of the paragraph.

RECEIVED
15 JAN 2020
11:50

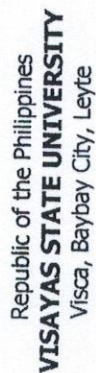
PURCHASE REQUEST VISAYAS STATE UNIVERSITY (Agency)						
Dept.	Office of the President		PR No.: STF-20-01-0024	Date:	PSMO 20-02-0117 10-Jan-20	
Section			SAI No.:	Date:		
Stock No.	PPMP Item No.	Unit	DESCRIPTION	Qty.	Unit Cost	Total Cost
1		pc	Comprehensive audit for QS Stars University rating on at least 8 criteria: Research Teaching Employability Facilities Internationalization Innovation Engagement Culture Access Specialist Subject. Charge To: Tuition Fee Funds (for reimbursement by CHED-HEDF "International rating and benchmarking of institutions using Internationalization metrics") CERTIFIED AS TO AVAILABILITY OF APPROPRIATION IN THE AMOUNT OF \$ 1,450,000.00 WITHIN 45 DAYS MYRNA S. PANCITO ADMIN OFFICER III	1	1,450,000.00	1,450,000.00
					Subtotal	1,450,000.00
Grand total						
PURPOSE		To assess VSU for QS Star using rating system.				
Items above is / are included in the PPMP for 2020				Approved by:		
Signature		 BEATRIZ S. BELONIAS VP for Academic Affairs		 EDGARDO E. TULIN President		
Printed Name						
Designation						

RECEIVED
MAR 1 2020

BY:
 Technical Staff
 12/1/20
 FEB 11 2020
 BY:

RECEIVED
01/15/2020
Filing

subject to RA 9184



PROJECT PROCUREMENT MANAGEMENT PLAN (PPMP)
CY 2020

Total Budget: 1,450,000.00

<input checked="" type="checkbox"/>	Original PPMP
<input type="checkbox"/>	Revised (Changed items, same budget)
<input type="checkbox"/>	Supplemental (Additional budget)

[illegible]

Date: 04-Mar-20

MYRNA S. PANCITO
Head, Budget

Funding Sources: General Fund (GF), Trust Fund (TF), Special Trust Fund (STF), IGP, Supplemental or Augmentation

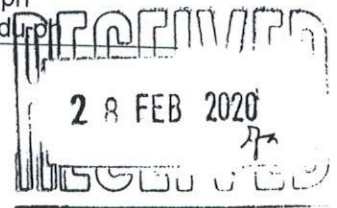
Note: Please make a separate PPMP for each funding source.

Categorize the entries such as Office Supplies, Office Appliance & Equipment, Office Furniture, Laboratory Equipment, Laboratory Supplies, IT Equipment, Construction & Electrical Supplies, Farm & Agricultural Supplies, Feeds & Feed Ingredients, Medical & Dental Supplies, Auto Supplies



JUSTIFICATION

27 February 2020



TO THE BIDS AND AWARDS COMMITTEE:

This is to justify the procurement of the QS Stars Rating System, an assessment system for higher education services by QS Quacquarelli Symonds Ltd., as VSU takes part in the Commission on Higher Education's Fostering World Class Philippine Universities project.

The project requires VSU to associate with an internationally recognized brand for quality international universities by promoting its internationalization initiatives and increasing global reputation.

Furthermore, the brand is required to have the following metrics:

- Core Criteria (Teaching, Employability, Internationalization, and Research or Academic Development)
- Learning Environment (Facilities or Online)
- Specialist Criteria (Subject Ranking or Program Strength)
- Advanced Criteria (Arts and Culture, Innovation, Inclusiveness, Social Responsibility)

So far, these are metrics that can be provided by QS in their Stars Rating System. Likewise, throughout the world, only QS is authorized to conduct the assessment.

Sincerely,

Rotacio Gravoso

Head

Sales Invoice

Rotacio Gravoso
Visayas State University
Pangasugan, Baybay City,
6521 Leyte
Philippines
Tax ID:



QS Quacquarelli Symonds Limited
1 Tranley Mews
Fleet Road
London NW3 2DG
United Kingdom
VAT: 314801629

Invoice # : 62478
Invoice Date : 4/3/2020
Due Date : 3/4/2020
PO # :
Sales Rep: E Way Chong

Quantity	Item	Amount
1	QSIU Evaluation : Universities Stars - Audit Fee :	\$8,905.00
1	QSIU Evaluation : Universities Stars - Year 1 Licence fee :	\$5,980.00
1	QSIU Evaluation : Universities Stars - Year 2 Licence fee :	\$5,980.00
1	QSIU Evaluation : Universities Stars - Year 3 Licence fee :	\$5,980.00
Subtotal		\$26,845.00
VAT 20%		\$0.00
Total (US Dollar)		\$26,845.00

Credit Terms : Net 30

PAYMENT DETAILS:

Bank Address: HSBC Bank USA N.A., P.O. Box 9, Buffalo, New York 14240
Account Name: QS Quacquarelli Symonds Ltd
Account Number: 048-75691-1
Routing Number: 021001088
Swift Code: MRMDUS33
Currency: USA

CHEQUE DETAILS:

Bank Lockbox Address for Cheques:

COURIER
QS Quacquarelli Symonds LTD – 19675
5505 N Cumberland Ave,
Suite 307
Chicago, IL 60656-1471

REGULAR MAIL
QS Quacquarelli Symonds LTD,
DEPT CH 19675,
PALATINE, IL 60056 - 9675

Credit Memo

Visayas State University
Pangasugan, Baybay City,
6521 Leyte
Philippines

Credit Memo # 81562
Credit Date 4/3/2020



QS Quacquarelli Symonds Limited
1 Tranley Mews
Fleet Road
London NW3 2DG
United Kingdom
VAT: 314801629

Quantity	Item	Rate	Amount
1	QSIU Evaluation : Universities Stars - Audit Fee		\$8,905.00
1	QSIU Evaluation : Universities Stars - Year 1 Licence fee		\$5,980.00
1	QSIU Evaluation : Universities Stars - Year 2 Licence fee		\$5,980.00
1	QSIU Evaluation : Universities Stars - Year 3 Licence fee		\$5,980.00
Subtotal			\$26,845.00
VAT (%)			\$0.00
Total			\$26,845.00



PROPOSAL FOR QS STARS

Visayas State University

25 September 2019

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Introduction & Objectives

This proposal and its addenda outline plans to deliver deeper competitive awareness to the client institutions through provision of a QS Stars service allowing Visayas State University to be evaluated against 8 criteria:

- Provide an introduction about QS, the Intelligence Unit and the key personnel to be involved in these projects
- To outline the QS Stars service and its key benefits
- Outline the project plan and timeline
- Provide an overview of the costs involved and the invoicing schedule

About QS

QS is the leading global career and education network, helping individuals and companies fulfill their potential through fostering international mobility, educational achievement and career development. We provide the platform for educators and employers to target, meet and select the best qualified candidates from around the world.

QS was established in 1989 by Nunzio Quacquarelli whilst pursuing an MBA at Wharton. In its 18 years it has developed a name synonymous with high quality strategic and marketing support to the higher education sector, through its research, events, publications and web solutions.

Our industry expertise and experience gives us the flexibility to adapt to the needs of our prospective clients.

QS Quick Facts:

- Over 200 staff in 2012
- Over 2000 of the world's leading higher education institutions
- Over 12 million web visitors
- Offices in London, Paris, New York, Singapore, Stuttgart, Boston, Johannesburg, Shanghai, Sydney, Washington DC

About QS Intelligence Unit

QS has been conducting research in a range of areas since 1990 beginning with a global survey of MBA employers. The THE-QS World University Rankings, the most well known of the range of research projects that QS operates, have been operated since 2004. Since 2009, QS has no continuing relationship with THE; the results of the QS World University Rankings published between 2004-2009 were published in THE but remain the intellectual property of QS, as does the methodology upon which they have and will continue to be based.

To meet the increasing public interest for comparative data on universities and organisations, and the growing demand for institutions to develop deeper insight into their competitive environment, the QS Intelligence Unit was formed in 2008 as a distinct and autonomous department. Committed to the key values of rigorous integrity, undeniable value, unique insight and charismatic presentation, QSIU strives to be the most trusted independent source of global intelligence on the higher education sector.

Trusted. Independent. Global.

In addition to the research personnel already part of QS, QS Intelligence Unit (QSIU) has staffed up in both London and Singapore to deliver the detailed analysis in increasing demand from many institutions in the market

Biographies of Key Project Contributors

Nunzio Quacquarelli

Nunzio Quacquarelli is founder and managing director of QS Quacquarelli Symonds Ltd.

Nunzio believes that education and career decisions are too important to leave to chance. QS aims to be the world's leading media and solutions company in the higher education sector - the most trusted on-line and off-line meeting place for all candidates, schools and businesses for career and educational related decisions, at each key career stage; first degree, masters, PhD, MBA and executive development.

QS organises the largest series of business and postgraduate education events in the world, the QS World MBA Tour and the QS World Grad School Tour, amongst an extensive product range including print and online publications and software solutions.

Nunzio took his MBA at The Wharton School in the USA, where he won the Glockner Prize for Management, after gaining an MA at the University of Cambridge. At Wharton, Nunzio also led the team that won the Moot Corp Business Venture Award in 1990, in competition with teams from all the top US and European business schools. Before starting his own business Nunzio worked in strategy consulting for Mercer Management Consulting and Bain & Company, in the UK and Italy.

A respected journalist on management education and careers, Nunzio has written regularly for *The Times* for the past seventeen years and is also a contributor to other key media around the world such as *The Guardian* (UK), *Handelsblatt* (Germany), *South China Morning Post* (Hong Kong) and *Corriere della Sera* (Italy). In his journalistic capacity Nunzio has personally interviewed several hundred CEOs, partners and executives of major international corporations.

Nunzio is responsible for the annual TopMBA.com Applicant and Recruiter Research, producing several reports including the annual QS Global 100 Top Business Schools. He is recognized as an authority on the strengths, weaknesses and specialisations of business schools and universities around the world. He is regularly invited to address government education officials and speak at conferences and seminars on matters of postgraduate education, careers and curriculum development.

Committed to QS setting an example in socially responsible leadership, Nunzio has given this reality by establishing the charitable foundation, QS Education Trust, which provides higher education scholarships to young people who have already demonstrated socially responsible leadership. QS Education Trust is funded by the QS Asia Pacific Professional Leaders in Education Conference - an event which, each year, brings together many hundreds of leading educators from around the world to discuss international partnerships and developments.

Ben Sowter

Ben Sowter is Head of Research at QS, leading the QS Intelligence Unit.

Ben has a BSc in Computer Science from the University of Nottingham, where he was also awarded the Union Prize for outstanding contribution to the student union and served as chairman of the Nottingham University Debating Society.

Upon graduation, Ben spent two sabbatical years, working for the UK national office of international student charity, AIESEC, the latter for which he was elected National President and led his team in successfully increasing operational results for the charity, whilst also consolidating their financial security.

Soon after joining QS, whilst working in a role focused principally on marketing. Ben recognized the great research potential in QS broad range of relationships with employers, educators, applicants, job-seekers and the media and made this a focus of his work.

Ben is fully responsible for the operational management of all major QS research projects and is actively involved in all the collection, compilation and tabulation of all the data that lead to, amongst others, the QS Top MBA Applicant and Recruiter Research and the World University Rankings research in partnership with Times Higher Education - in which he has been involved since its initial inception in 2004 to 2009.

Ben is a frequent contributor to the press and his opinion and his expertise is used regularly by major global publications.

Ben has travelled to over 40 countries and spoken on his research in over 20. He has personally visited over 30 of the world's top 100 universities amongst countless others and is also a regular on the conference speech circuit. His lectures, seminars, workshops and opinions are highly sought after.

QS Stars

Benefits

- Recognition of your university's excellence across many areas.
- Improves international recognition and allows your university to reach out to more students.
- Increased web Presence
- Increased media awareness
- May be used as an auditing tool to help improve performance.
- Highlights institution not traditionally well placed in the rankings.

Scope of Work

QS Stars is a new initiative that works as an auditing tool for your institution. QS will conduct an evaluation of Visayas State University, the data will be collected by QS and evaluated against 8 criteria used with the methodology among Research, Employability, Teaching, Facilities, Online/Distance, Internationalization, Innovation, Engagement, Culture, Access and Specialist Criteria.

The principal objective of this project is to provide universities with an opportunity to highlight their excellence, specialisation, strengths and output to a wide audience.

Deliverables

QS will provide a report of the evaluation, namely The QS Stars Development Roadmap, indicating the institutions overall result and performance within the audit as well as highlighting key strength and key areas of improvement.

- Electronic delivery of the QS Stars Development Roadmap (Adobe Acrobat PDF)
- Electronic delivery of the QS Stars overall and category badges (gif, jpg, eps)

Timeline

Upon receipt of this contract, QS will initiate the data collection process; Visayas State University will be given a 14 weeks period to provide QS with the data. The QS Stars Development Roadmap and the QS Stars badges will be delivered 8 weeks upon receipt of final data or no later than 22 weeks after data collection is initiated. The 2nd and subsequent badges will be delivered on the anniversary of the 1st badge delivery.

Schedule & Fees

The schedule below shows QS Stars pricing, prices are in US Dollar (\$).

Year 1	QS Stars Audit Fee	\$13,700
	Year One License Fee	\$9,200
Year 2	Year Two License Fee	\$9,200
Year 3	Year Three License Fee	\$9,200
TOTAL		\$41,300

Invoicing Schedule

Invoice 1 (Upon receipt of signed proposal)

Audit Fee + 3 Years License Fee

\$41,300

35% Special Discount for Filipino Universities

(\$14,455)

Total

\$26,845

QSIU-PH8-2019-07

Authorisation

Visayas State University agrees to the scope of work as outlined on the above proposal dated 25 September 2019. QSIU is directed to proceed with the scheduling as outlined on the proposal.

By signing this proposal you agree to be bound by our Standard Terms & Conditions of Service set out below

Upon receipt of the signed authorisation, we will schedule the work and invoice as per the above schedules and timeline.

This proposal is valid for one month.

Item	Contract Value
QS Stars	\$26,845
Total	\$26,845

Signed: _____

For and on behalf of Visayas State University

Name & Position: _____

Date: _____

Kindly scan your signed authorisation and email to eway@qs.com

TERMS & CONDITIONS OF USE

This Agreement is entered into between QS Quacquarelli Symonds Ltd (company number 2563879), with its principal place of business at 1 Tranley Mews, Fleet Road, London NW3 2DG ("QS"); and you, an academic institution which has agreed to submit to the QS Stars programme and the QS Stars Audit (the "Institution"). This Agreement takes effect from the earlier of the date on which the Services commence or when you signify acceptance of these Terms & Conditions of Use.

1 Definitions

In this Agreement the following terms shall take the meanings ascribed to them:

"Audit Report"	means the completed written report, namely the Development Roadmap; detailing the findings and results of a QS Stars Audit.
"Data Entry System"	means the common database namely QS Core operated by QSIU on behalf of higher education institutions.
"Expiry Date"	means the date on which the QS Stars Audit will cease to be valid, which shall be three years from the Audit Date unless specifically agreed otherwise in writing.
"Intellectual Property Rights"	means all intellectual property rights including copyright (in any software, QS Stars Audit Methodology and Questionnaires, operational manuals and reports), database rights, neighbouring rights and all rights in relation to inventions (including any program, system, procedure, process, formula or method of production), patents, registered and unregistered trademarks, registered and unregistered designs, trade secrets and confidential information.
"QSIU"	means the QS Intelligence Unit, an operating division of QS.
"QS Stars Analyst"	means an analyst who is assigned by QSIU to conduct QS Stars Audits.
"QS Stars Audit"	means a triennial audit, undertaken by or on behalf of QSIU, of the Institution's characteristics that are identified as auditable within the QS Stars Methodology.
"QS Stars Badge"	means the badge/artwork that the Institution receives once the QS Stars Audit is complete; the QS Stars Badge will display the result of evaluation and can be used as a promotion tool.
"QS Stars Methodology"	means the criteria, indicators and associated documentation governing the content of QS Stars Audits used by QSIU.
"Services"	means the services provided by QS to the Institution under this Agreement, including without limitation the conduct and/or provision of the QS Stars Audit and the Audit Report.
"Working Day"	means any weekday, excluding UK public holidays, between the hours of 0900 and 1800.

2 General Terms

- 2.1 In undertaking the QS Stars Audit and making available Audit Reports, QSIU provides validation to prospective students and stakeholders as to whether or not the Institution has provided evidence of having appropriate facilities and resources in place in respect of the relevant auditable indicators. QSIU makes no warranties that the Institution has passed or been awarded Stars in a QS Stars Audit nor that it will always provide the facilities or resources which were in evidence at the time of the QS Stars Audit.

- 2.2 QSIU will make the Audit Report available to the Institution in Adobe PDF format either by email or by loading the Audit Report in a private area online. QSIU will endeavour, to make the Institution's Audit Report available within eight weeks of the Audit Date (as defined below).
- 2.3 Subject to clause 6.3 QSIU will publish the result of the QS Stars audit through its websites, guides and other means deemed appropriate to reach prospective students and stakeholders.
- 2.4 The Institution agrees :
- 2.4.1 to answer questions put to it and to provide any relevant supporting materials or documents requested by QS as accurately and completely as possible such that the completed Audit Report reflects the status of the facilities and resources put in place by the Institution at the time of completion of the QS Stars Audit;
 - 2.4.2 to submit the required data within the timeframe and manner indicated by QS Stars Analyst. If the Institution fails to do so then QSIU will have the right (but without prejudice to any other right it may have) to suspend performance or delivery of the QS Stars Audit;
 - 2.4.3 not to offer or give to any person employed by or on behalf of QSIU any gift or consideration of any kind as an inducement or reward for any act in relation to the performance of the QS Stars Audit. Any breach of this condition by the Institution (or by anyone employed by or acting on their behalf) in relation to the QS Stars Audit will entitle QSIU to terminate this agreement with immediate effect. Under such circumstances QSIU will not refund any fees received from the Institution.

3 Warranties

- 3.1 QS warrants that it perform its obligations under this Agreement diligently and prudently in accordance with accepted good standards but accepts no liability for the accuracy or completeness of any information provided to it and used and/or supplied to the Institution in good faith.
- 3.2 The above constitutes the only warranty provided by QS in respect of the Services. The obligations and liabilities of QS in this Agreement are in place of, and it accordingly waives, in so far as it is permitted to do so by law, all implied guarantees and warranties including without limitation any warranty of satisfactory quality or fitness for a particular purpose whether or not any specific purpose has been notified to QS by the Institution.
- 3.3 The Institution warrants that it is permitted to provide the Information disclosed to QS and that this Information is accurate and complete.

4 Fees, Audit Dates

- 4.1 QSIU will charge the Institution a fee for the QS Stars Audit which is to be carried out, based on the prevailing rates as advertised by QSIU.
- 4.2 Following receipt of full payment of the Institution's relevant fees, a QS Stars Analyst will contact a designated member from the Institution to agree a suitable date on which to complete the QS Stars Audit (the "**Audit Date**"). For a university undergoing their first QS Stars Audit, the Audit Date must fall within 180 days of an institution's first registration on the QS STARS scheme. For institutions renewing a previous QS Stars Audit, the Audit Date must fall on or before the Expiry Date of their previous QS Stars Audit.
- 4.3 The Audit Date must be agreed with the QS Stars Analyst within 90 days of the fees being received by QSIU. If the Institution is unable to agree a suitable Audit Date within the relevant periods stated in this clause, the QS Stars Audit will be deemed to be cancelled and QSIU will reimburse to the Institution 50% of the fees received. In such a scenario the Institution will be required to submit a new application for a QS Stars Audit.
- 4.4 Where an institution is part of a group of institutions all receiving concurrent audits, these guidelines will apply to the receipt of full payment from all institutions in the group. QSIU may, but is under no obligation to, initiate QS Stars Audits on selected institutions from the group, prior to receipt of payment from the whole group.

5 Cancellation, Administration Fees

- 5.1 No refund in respect of any cancelled QS Stars Audits will be made if cancellation is made by the Institution five or fewer weeks before an agreed Audit Date. In the event that a cancellation request is received by QSIU between six and ten weeks in advance of the agreed Audit Date, QSIU will refund the Institution's fees less a \$5,000 administration fee. If a cancellation request is received by QSIU eleven or more weeks in advance of the agreed Audit Date, QSIU will refund the Institution fees less a \$2,000 administration fee.

6 Results of a QS Stars Audit

- 6.1 Upon completion of the QS Stars Audit, the QS Stars Analyst may be able to give the Institution a recommendation as to whether the Institution has achieved a certain number of Stars in the QS Stars Audit. Any recommended result given by the QS Stars Analyst will be subject to the final decision of QSIU; final confirmation of the result will be provided by QSIU within 8 weeks of the Audit Date, along with a copy of the Audit Report. If the Institution has achieved a Star rating, the status of the Institution's record on Top Universities will be updated to reflect that number of Stars.
- 6.2 The results of the QS Stars Audit will remain valid up to the Expiry Date. QSIU will send the Institution a reminder three months prior to the Expiry Date. If the Institution does not agree a subsequent renewal of the QS Stars Audit or agree a suitable future Audit Date the status of the Institution's QS Stars Audit record on Top Universities may be set to "Audit Expired".
- 6.3 The Institution has the right not to publish the result of the QS Stars Audit. In this event, QSIU will keep the Institution's result confidential. If the Institution chooses to publish its result publicly, only complete results will be published including the results in each category area. For the avoidance of doubt the Institution's decision not to publish the results of the QS Stars Audit shall prevent QS from releasing data or results derived from data submitted through the QS Stars Audit. Information gathered from the public domain, or supplied for alternative purposes shall not be affected.
- 6.4 If at any time during the term of this Agreement or prior to the Expiry Date there is a material adverse change in the circumstances of the Institution such that QS reasonably believes fewer Stars ought to be awarded to the Institution then it shall notify the Institution in writing thereof, allowing the Institution 30 days to reflect the appropriate QS Stars Badge and any references to it. If the Institution believes that this notice is incorrect then it shall, within that 30 day period, provide full details and particulars of why it believes QS to be wrong. On receipt thereof the notice period shall be suspended for so long as QS takes to evaluate the same. QS shall communicate its findings to the Institution without delay. Alternatively, if the Institution wishes to conduct a new and full QS Stars Audit then it may request QS to do so at QS's then standard fees and charges; pending the outcome of which the notice period referred to above shall be deemed to be suspended.

7 Graphics, Badges, Branded Collateral and License Fees

- 7.1 QSIU will provide a selection of graphics and tools for use by the Institution to reflect the result of their QS Stars Audit. This will include, but not be limited to, badges and graphics of sufficient quality for print deployment and tools to present the result on the web. These materials remain the property of QS as defined under clause 8 below.
- 7.2 The Institution will be entitled to use the collateral as described until the Expiry Date subject to payment of an annual license fee, based on the prevailing rates as advertised by QSIU. This fee will be payable within 30 days of the Audit Date or the anniversary thereof.

8 Ownership Rights

- 8.1 The copyright and all Intellectual Property Rights whatsoever of all computer programs, user manuals, QSIU or QS sponsored web sites, questionnaires and other documentation in connection with the QS Stars Audits, the QS Stars Methodology, the QS Stars Badge (and related signs and logos), the Data Entry System or Top Universities will remain vested in and be the property of QS.

- 8.2 The intellectual property in the information and other material provided by the Institution in the course of a QS Stars Audit shall, at all times, remain vested in the Institution but the Institution hereby grants QS a worldwide royalty free license to use the same for purposes of its business.

9 Limitation of Liability

- 9.1 Notwithstanding anything else contained in this Agreement QS shall not be liable to the Institution for any indirect, economic or consequential loss or damage, costs or expense of any kind; whether arising from tort (including negligence), breach of contract or howsoever, including without limitation loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings of its own or its employees and agents.
- 9.2 Nothing in this Agreement shall exclude or limit either Party's liability for death, personal injury or fraudulent misrepresentation.
- 9.3 In any other case not falling within Clause 9.1 above QS's total liability under or in connection with this Agreement shall not exceed the greater of 150% of the total fees paid to QS under this Agreement.
- 9.4 The Institution acknowledges that it is entitled to negotiate the amount of any limit on its liability under the Agreement and has elected (unless other limits are agreed by the parties) to accept the limitations in this Clause 9.

10 Confidentiality

- 10.1 QSIU and the Institution agree to keep in confidence for a minimum period of five years from the termination of these terms and conditions any information obtained under these terms and conditions, including without limitation the QS Stars Audit questionnaires or any other documentation issued by QSIU, and will not divulge the same to any third party, other than its own officers, employees or agents, without the prior written consent of the other Party.
- 10.2 QSIU shall use all reasonable endeavours to protect and safeguard the information provided by the Institution from loss, theft, destruction, third party intervention, "hacking" and the like from accidental disclosure and shall ensure all employees do likewise.
- 10.3 These confidentiality provisions shall not apply to:
- 10.3.1 any information in the public domain other than in breach of these terms and conditions;
 - 10.3.2 information that is either trivial or obvious or already in the possession of the receiving Party before its receipt from the disclosing Party;
 - 10.3.3 information received from a third party who is free to disclose the same;
 - 10.3.4 disclosure of information which is required by law or a regulatory body or by a law enforcement agency;
 - 10.3.5 information developed by one Party independent of the other;
 - 10.3.6 information disclosed to professional advisers, auditors, bankers or financiers provided a confidentiality undertaking is in force with at least the same terms as this clause, or
 - 10.3.7 information obtained by QS as part of its general activities in compiling its various ranking indicators and guides.
- 10.4 QSIU agrees to ensure that each QS Stars Analyst undertakes similar terms of confidentiality before being allowed to conduct any QS Stars Audits.

11 Force Majeure

- 11.1 Neither Party shall be liable to the other Party for loss, injury, delay, expenses, damages or anything similar or related thereto which is suffered by the other Party due to a failure or delay by the first Party in performing its obligations under this Agreement as a result of general strikes, riots, unrest, political disturbances, demonstrations, fires and other natural events, cessation or interruption of essential services or any acts of God or Government, or anything beyond the reasonable control of either Party

PROVIDED THAT the first Party shall have given prompt notice to the other Party in writing of the occurrence of any such event or cause and of its discontinuance.

- 11.2 If the that event or cause has prevented or is likely to prevent a Party from performing its obligation for a period of more than 90 days then the other Party may terminate this Agreement subject to the payment, in the case of QS, of the Services rendered and any expenses incurred up to the date of termination.

12 Notices

- 12.1 Any notice required by this Agreement to be given by either Party to the other shall be in writing and shall be deemed to have been served:
- 12.1.1 in the case of sending by record or registered post (or local equivalent thereof) within the country where the recipient is located three days after posting or if sent by international recorded delivery or equivalent then ten days after posting to the last known address of the other Party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice,
 - 12.1.2 if sent by fax to the recipient upon receipt provided that the receiving fax equipment has acknowledged a successful transmission, or
 - 12.1.3 if in person or by courier then at the time of receipt the last known address of the receiving Party.
- 12.2 Any notices sent or delivered outside of the receiving Party's Working Hours shall be deemed to have been received at the commencement of the next working day. Service of any notices shall not be accepted by e-mail unless the receiving party has specifically agreed to this in writing.

13 General

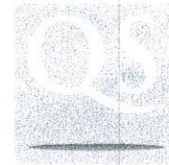
- 13.1 This Agreement sets out the entire agreement of the Parties and supersedes all prior agreements and understandings relating to its subject matter.
- 13.2 No change to this Agreement shall be effective unless it is in writing and signed by persons authorized on behalf of both Parties.
- 13.3 No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions of this Agreement and no waiver shall be effective unless in writing.
- 13.4 Any third party who is not a Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999.
- 13.5 If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law. However, nothing in this Agreement shall purport to exclude liability for any fraudulent statement or act or any fraudulent misrepresentation.

14 Law and Jurisdiction

- 14.1 These terms and conditions shall be governed by the laws of England and Wales, and the parties shall be subject to the exclusive jurisdiction of the English Courts.

Sales Invoice

Rotacio Gravoso
Visayas State University
Pangasugan, Baybay City,
6521 Leyte
Philippines
Tax ID:



QS Quacquarelli Symonds Limited
1 Tranley Mews
Fleet Road
London NW3 2DG
United Kingdom
VAT: 314801629

Invoice # : 62533
Invoice Date : 12/3/2020
Due Date : 12/3/2020
PO # :
Sales Rep: E Way Chong

Quantity	Item	Amount
1	QSIU Evaluation : Universities Stars - Audit Fee :	\$8,905.00
1	QSIU Evaluation : Universities Stars - Year 1 Licence fee :	\$5,980.00
1	QSIU Evaluation : Universities Stars - Year 2 Licence fee :	\$5,980.00
1	QSIU Evaluation : Universities Stars - Year 3 Licence fee :	\$5,980.00
Subtotal		\$26,845.00
VAT 20%		\$0.00
Total (US Dollar)		\$26,845.00

Credit Terms : Due on receipt

PAYMENT DETAILS:

Bank Address: HSBC Bank USA N.A., P.O. Box 9, Buffalo, New York 14240
Account Name: QS Quacquarelli Symonds Ltd
Account Number: 048-75691-1
Routing Number: 021001088
Swift Code: MRMDUS33
Currency: USA

CHEQUE DETAILS:

Bank Lockbox Address for Cheques:

COURIER
QS Quacquarelli Symonds LTD – 19675
5505 N Cumberland Ave,
Suite 307
Chicago, IL 60656-1471

REGULAR MAIL
QS Quacquarelli Symonds LTD,
DEPT CH 19675,
PALATINE, IL 60056 - 9675



Visayas State University
Visca, Baybay City
Leyte, Philippines.

2 March 2020

TO WHOM IT MAY CONCERN

RE: QS QUACQUARELLI SYMONDS LIMITED AS THE SOLE PROVIDER OF QS STARS RATING.

This is to confirm that QS Quacquarelli Symonds Limited is the sole provider of QS Stars Rating as stated in the proposal to Visayas State University. QS as a company does not have any authorized reseller or distributor in the market for QS Stars Rating or its related services. QS is the sole owner and provider of QS Stars Rating service.

Thank You.

Name: Chong E Way
Position: Regional Director
Date: 2 March 2020

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Monday, March 2, 2020 09:08 AM

E Way Chong

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QS QUACQUARELLI SYMONDS LIMITED

1, Tranley Mews, Fleet Road, NW3 2DG

London

United Kingdom

Organization Member Type:

Supplier

Organization Number:

299175

Registration Date:

12-Feb-2020

Registration Type:

Red

Form of Organization:

Foreign - Company / Corporation

Organization Type:

Exclusive / Sole Distributor, Consultancy, Services

Business Category:

Information Technology, Services, Books, Maps and Other Publications, Consulting Services, Events Management, Services, Education and Training Services

Business Registration Number:

2563879

Business Registration Date:

30-Nov-1990

Capitalization:

\$ 100,000.00

Agency Registration:

No

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