



RA 9299

Republic of the Philippines

June 25, 2004

NEGROS ORIENTAL STATE UNIVERSITY

NOPS (1907)

NOTS (1927)

EVSAT (1968)

CVPC (1983)

Kagawasan Avenue, Dumaguete City, Negros Oriental, Philippines 6200

Phone: (63) (35) 225-9400 Fax: 225-4751 Email: president.office@norsu.edu.ph www.norsu.edu.ph



18Q19869

VISITING SCHOLAR AGREEMENT

This Visiting Scholar Agreement (hereafter, "Agreement") is entered into by and between:

SHEILA ROYO MAXWELL, PH.D. (U.S. Citizen), of legal age and with the office address at 321 Baker Hall, School of Criminal Justice, Michigan State University, Auditorium Road, East Lansing herein after referred to as the **"VISITING SCHOLAR"**;

NEGROS ORIENTAL STATE UNIVERSITY, a state university, organized and existing under the laws of the Republic of the Philippines, with principal address at Kagawasn Avenue, Dumaguete City, Philippines, herein represented by its President, **Joel P. Limson, Ph.D** and hereinafter referred to as **"NORSU"**,

The Visiting Scholar and NORSU shall be jointly referred to as the **"Parties."**

WITNESSETH, THAT:

WHEREAS, the Visiting Scholar is a Fulbright Visiting Professor awardee and will conduct the research or scholarly activities identified in the research proposal attached to this agreement;

WHEREAS, these research or scholarly activities are consistent with the Visiting Scholar's agreement with Fulbright and her university affiliation, Michigan State University of the United States;

WHEREAS, these activities will be conducted at the Negros Oriental State University and the study areas of the Visiting Scholar's project;

WHEREFORE, in consideration for participating in said activities, the parties agree to the following:

ARTICLE 1 Period of Agreement

The Visiting Scholar's association with NORSU will begin on **January 1, 2023** and conclude on **May 30, 2023**, unless sooner terminated in writing by either party or extended by written agreement.

ARTICLE 2 Use of Facilities, Infrastructure and Services

NORSU will grant the Visiting Scholar access to specified facilities, technological infrastructure, and services for the conduct of research or scholarly activities, subject to NORSU's determination of the time and manner of such use.

ARTICLE 3 Financial Support

The Visiting Scholar shall be responsible for all costs associated with this visit and activities which she may incur.

ARTICLE 4 Behavior and Expectations

At all times material to the effectivity of this Agreement, the Visiting Scholar agrees to abide by: (a) the laws of the Philippines, as well as local ordinances; (b) NORSU policies and regulations, including those applicable to foreign scholars, and maintenance of appropriate visa status as applicable; (c) NORSU safety standards, to include laboratory safety standards together with all related training in general and specifically applicable to the Activities; and (d) the same standards of conduct applicable to NORSU students and/or employees.

The Visiting Scholar must be able to communicate effectively with NORSU personnel responsible for overseeing these Activities, and be able to safely participate in Activities.

ARTICLE 5 Confidentiality

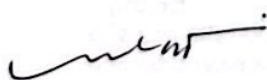
The Visiting Scholar undertakes to preserve the confidentiality of any document, information, knowledge, pre-existing know-how, or other material communicated to her in relation with any Activity conducted in the context of this Agreement.

Disclosure of information to third parties shall not be allowed unless explicit prior consent by appropriate NORSU Official is given in writing. The confidentiality obligations of this Agreement shall not apply to information that is: (a) in the public domain at the time of its disclosure; (b) known to the receiving party prior to the time of disclosure; (c) becomes public information or generally available to the public except by an unauthorized act or omission of the receiving party; (d) lawfully obtained by the receiving party from a third party having no preexisting relationship, obligation or commitment to the disclosing party and having the legal right to disclose the information; (e) independently developed by the receiving party without access to information of the disclosing party which is subject to this Agreement; or (f) required by any law, regulation or court or administrative order to be disclosed.

ARTICLE 6 Access to Information and Materials

While at NORSU, the Visiting Scholar may have access to digital publications, data, information, software, and the like that have been licensed to NORSU.

The Visiting Scholar may use these materials only while at NORSU and solely to the extent necessary in connection with the Visiting Scholar's Activities in relation to this Agreement. The Visiting Scholar may not retain copies of any such materials after the expiration of this Agreement.



ARTICLE 7
Collaboration on Project Implementation and Publication

The Visiting Scholar acknowledges that the basic objective of research and development activities at NORSU is the generation of new knowledge and its expeditious dissemination. NORSU and the Visiting Scholar agree to use good faith efforts to collaborate on the project implementation and joint publications stemming from the Visiting Scholar's Activities under this Agreement. The parties also agree that NORSU's faculty members, staff, and students, preferably from its BS Criminology program can participate in the Visiting Scholar's project activities, as may be necessary.

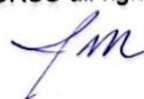
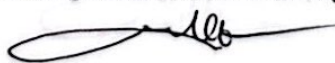
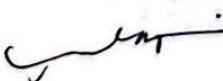
NORSU shall have the right to object to a proposed publication or presentation on the grounds NORSU Confidential Information is contained within said publication or presentation. The Visiting Scholar agrees to remove any NORSU Confidential Information prior to proceeding with publication or presentation. Any Party may object to a proposed publication or presentation on the grounds it contains patentable information in which case the publishing Party agrees to delay for an additional thirty (30) days to allow a provisional patent application to be filed.

ARTICLE 8
Project Intellectual Property Rights

The Visiting Scholar understands that NORSU is governed in its handling of intellectual property by its official policies, summarized in its **Intellectual Property Handbook**, and agrees to abide by the current terms and conditions of those policies at the time of her visit in the course of her Activities.

Pursuant to these policies and in consideration of the Visiting Scholar's participation in projects administered by NORSU, access to or use of facilities provided by NORSU and/or other valuable consideration, the Visiting Scholar hereby agree as follows:

1. The Visiting Scholar will disclose to NORSU all potentially patentable inventions conceived or first reduced to practice in whole or in part in the course of, and related to, Visiting Scholar's NORSU responsibilities, her participation in research, or other projects at NORSU, with more than casual use of University resources. The Visiting Scholar further hereby assigns to NORSU all rights, title and interest in such patentable inventions and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Such assignment is not inconsistent with the terms of Visiting Scholar's continuing employment outside of NORSU or with any other agreement that Visiting Scholar has entered into.
2. The Visiting Scholar will not use any information defined as confidential or proprietary by NORSU, unless allowed by the latter and when necessary to achieve the objectives defined in this Agreement.
3. The Visiting Scholar is free to place her inventions in the public domain as long as in doing so neither Visiting Scholar nor NORSU violates the terms of any agreements that governed the work done, or agreements between the Visiting Scholar and NORSU.
4. The Visiting Scholar recognizes NORSU's policy that all rights in copyright shall remain with the creator unless the work:
 - a. Is an FSU work-for-hire,
 - b. Is supported by a direct allocation of funds through NORSU for the pursuit of a specific project,
 - c. Is commissioned by NORSU, or
 - d. Is otherwise subject to NORSU-related contractual obligations.
5. The Visiting Scholar will assign and confirm in writing to NORSU all rights, title and interest,



including associated copyright, in and to copyrighted materials falling under a) through d) above.

6. The Visiting Scholar will not enter into any agreement creating copyright or patent obligations in conflict with this agreement.

ARTICLE 9 Insurance

The Visiting Scholar understands and agrees to show, upon request, proof of health insurance covering Activities at NORSU. Further, the Visiting Scholar acknowledges that NORSU's workers compensation does not apply to her.

ARTICLE 10 Use of Courtesy Title

Visiting Scholar's title during the period of this agreement will be: **Visiting Fulbright Professor**.

This title is a courtesy designation appropriate for the Visiting Scholar's research program. This does not signify a formal association with or employment by NORSU. The Visiting Scholar may not claim a NORSU affiliation for the purpose of applying for grants and contracts. The Visiting Scholar's title does not confer upon Visiting Scholar status as an employee of NORSU or any benefits other than those set forth in this agreement.

ARTICLE 11 Non-Use of Names

Each Party agrees that it will not use the name, trademark, or other identifier of the other Party for any advertising, promotion, or other purpose without the express prior written consent of the other Party, if such use is outside the scope of this agreement.

ARTICLE 12 Assumption of Risk and Waiver of Liability

The Visiting Scholar hereby assumes all the risk of participating in the activities described herein and releases from liability, waives, discharges and covenants not to sue NORSU, the NORSU Board of Regents; and their officers or employees, including students participating in the Activities, for any liability, claim, and/or cause of action arising out of the Visiting Scholar's activities outlined in this agreement. This includes any loss, damage, or injury, including death, involving Visiting Scholar or Visiting Scholar's property. She further agrees that this agreement shall bind the members of Visiting Scholar's family and spouse, heirs, assigns and personal representatives.

ARTICLE 13 Governing Law

This agreement shall be construed in accordance with the laws of the Philippines.



ARTICLE 14
Entire Agreement

This Agreement (and its appendices, if any) constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by the Visiting Scholar and an authorized representative of NORSU.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement at the date and place stated

Visiting Scholar:



SHEILA ROYO MAXWELL, Ph.D
Associate Professor
Michigan State University

NEGROS ORIENTAL STATE UNIVERSITY



JOEL P. LIMSON, Ph.D.
University President

Signed in the Presence of


NORSU Host Department Director:


CRAIG N. REFUGIO, Ph.D.
Director, International Research and Linkages

NORSU Host Office:


MERIVIC G. CATADA, Ph.D.
Vice President for Research, Innovation,
Development and Extension

NORSU Host Faculty Member


DAN JEROME S. BARRERA, Ph.D.
Faculty Member, College of Criminal Justice
Education



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF NEGROS ORIENTAL) S.S.

MAR 20 2023

BEFORE ME, a Notary Public for and in Dumaguete City, Philippines personally appeared the following persons who presented to me their competent proof of identity as follows:

Name	Proof of Identity	Issued at/Valid Until
Joel P. Limson	UMID	11/18
Sheila Royo Maxwell	Driver's License	5/11/26

Known to me to be the same persons who executed the foregoing Visiting Scholar Agreement and he acknowledged to me that the same is their free and voluntary act and deed and that of the institution represented.

This instrument refers to a Visiting Scholar Agreement consisting of six (6) pages, including this page whereof this Acknowledgement is written and signed by the parties and their instrument witnesses.

WITNESS MY HAND AND NOTARIAL SEAL, at the date and place first mentioned.

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Book No. I
Series of 2023


ATTY. JORGE C. BIÑAS
Notary Public for Dumaguete, Sibulan, Bacor,
Valencia, Jagna, Zamboanga, Sultan, Neg. Or.
SERIAL NO. 2023-011/December 31, 2024
ROLL NO. 70706/June 5, 2018
IBP NO. 236684/September 16, 2022/Pang City
PTR NO. 1140997A/December 16, 2022/Dumaguete
MCLN COMPLIANCE - VII-0012128/March 7, 2022
St. Raymond St. Ma. Antonia, Dava, Dumaguete, Neg. Or.
(025)231-3431 | 09054002548