

MEMORANDUM OF UNDERSTANDING



KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Understanding (MOU) is executed on _____, 20_ by and between:

NEGROS ORIENTAL STATE UNIVERSITY (NORSU), an educational institution organized and existing by virtue of Philippine laws, represented in this Memorandum by its University President, DR NOEL MARJON E. YASI with principal office at NORSU Main Campus I, Kagawasan Avenue, Capitol Area, Dumaguete City, Philippines;

AND

PHILIPPINE INSTITUTE OF VOLCANOLOGY and SEISMOLOGY (PHIVOLCS), a service institute of the Department of Science and Technology (DOST) that is principally mandated to mitigate disasters that may arise from volcanic eruptions, earthquakes, tsunami and other related geotectonic phenomena represented in this Memorandum by its Director, DR TERESITO C. BACOLCOL with principal office at PHIVOLCS Building, C.P Garcia Ave., U.P. Diliman, Quezon City Philippines 1101

WITNESSETH: That

WHEREAS the herein parties recognize the benefits of establishing institutional links and for which reason have decided to enter this Memorandum of Understanding (MOU).

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

Section 1. The purpose of this MOU is to develop mutual cooperation and understanding between the two parties.

Section 2. Both parties agree to develop the following activities of mutual interest, on the basis of equality and reciprocity:

- a. Instruction (Face to Face, Virtual/Remote);
- b. Research Collaboration;
- c. Student internships:
- d. Extension Services; and
- e. Other activities as mutually agreed.

Section 3. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed upon between the parties which will carry out the specific projects, and shall be subject to a separate written agreement as ANNEXES to this MOU between the two parties. These activities will be conducted after discussion and agreement between representatives of both parties, and in accordance with the laws and regulations of the Philippines.

Section 4. Should any joint activity under this Agreement result in any potential issue on intellectual property, both parties shall seek an equitable and fair understanding as to

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the ownership and other property interests that may arise. This Agreement shall be based on the laws, rules, and guidelines implemented in the Philippines.

Section 5. This Agreement may be amended or modified by a written agreement signed by the representatives of both parties.

Section 6. In the event of any unforeseen incident during collaborative activities in either party, both parties agree to negotiate a mutually acceptable solution.

Section 7. This Agreement shall remain in force for a period of four (4) years from the date of signature by the representatives of both parties and may be renewed after being reviewed and renegotiated by both parties.

Section 8. This Agreement may, at any time during the period of its validity, be terminated by the parties, upon prior notice to the other in writing at least three (3) months before the termination date.

Section 9. Should any disagreement arise out of the application, interpretation or implementation of this Agreement, the parties shall endeavor to exercise best efforts to negotiate their differences. Alternative methods of dispute resolution shall be exhausted before resorting to court litigation.

Section 10. Each Party shall abide by the provisions of Republic Act No. 10173 (Data Privacy Act of 2012) and all other applicable laws and regulations in processing personal and sensitive personal information and in performing and carrying out its obligations under this MOU. The parties shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of personal information and other sensitive information that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, students, or any person acting under its authority shall hold all of its said information under strict confidentiality at all times.

Section 11. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding except by a written agreement signed by the authorized representative of the parties and any reproduction of this Agreement by reliable means will be considered an original of this document;

Section 12. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of the Philippines. Any question or issue raised by the parties on this Agreement shall, however, be settled amicably between them.

IN WITNESS WHEREOF, the parties hereto on this date of 1 JUN 2007 have affixed their signatures:

by:

NEGROS ORIENTAL STATE UNIVERSITY (NORSU)

PHILIPPINE INSTITUTE OF **VOLCANOLOGY and SEISMOLOGY** (PHIVOLCS)

NOEL MARJON P. YASI

University President, NORSU

DR. TERESITO C. BACOLCOL Director IV, PHIVOLCS

by:



MERIVIC G. CATADA, PhD VP for Admin & Finance NORSU ROSE MARIÉ T. PINILI, Ed.D, PhD VP for Academic Affairs NORSU EDWIN F, ROMANO, PhD VP RIDE Office NORSU CRAIG N. REFUGIO, PhD Director, International Linkages NORSU **ACKNOWLEDGEMENT** REPUBLIC OF THE PHILIPPINES **Dumaguete City**) s.s BEFORE ME, a Notary Public for and Mmaguete Cittis day of 1 1 JUN 2025 20 personally appeared: Government-Issued ID Date & Place of Issue NAME NORSU Employee 10 #: 1992 MEYONEN 07/11/2024 DR. NOEL MARJON E. YASI Phil Passport #: P19049798 DFA MANILA DR. TERESITO C. BACOLCOL Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed. This instrument consists of three (3) pages including this page wherein this Acknowledgement is written and is signed by the parties and their instrumental witnesses on each and every page hereof. 1 1 JUN 2025 **Dumaguete City** WITNESS MY HAND AND SEAL, this **Philippines** Doc. No.: 444 91 Page No.: DBLIC NOTAR Commission No. 2024-066 until 12/31/2025 Book No.: For Dumaguete City, Sibulan, Bacong, Valencia Dauin, Zamboanguita, Siaton Negros Oriental IBP No. 517693, 01/20/2025, Metro Manila PTR No. 13272244, 01/02/2025, Negros Oriental Series of 20 25 /02/2025, Negros Orient tificate is being process A. Page 3 of 3





NOEL MARJON E. YASI UNIVERSITY PRESIDENT

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