

**MEMORANDUM OF AGREEMENT
FOR
EDUCATIONAL AND SCIENTIFIC COOPERATION**

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

UNIVERSITY OF THE PHILIPPINES MINDANAO (hereinafter referred to as "UPMin" and the "LEAD HEI"), a Higher Education Institution with principal office at Mintal, Tugbok District, Davao City,

-and-

DAVAO ORIENTAL STATE COLLEGE OF SCIENCE AND TECHNOLOGY (hereinafter referred to as "DOSCS" and "partner HEI"), a state college with principal office at Mati City, Davao Oriental,

-and-

DAVAO DEL NORTE STATE COLLEGE (hereinafter referred to as "DNSC" and partner HEI"), a public college located in New Visayas, Panabo City,

WITNESSETH that:

WHEREAS, UPMin as a constituent unit of the University of the Philippines system (hereinafter referred to as "UP") under its Charter of 2008 (RA 9500), UP is mandated to perform its unique and distinctive leadership in higher education and development particularly in the aspect of "to serve as a research university in various fields of expertise and specialization by conducting basic and applied research, promoting research and development, and contributing to the dissemination and application of knowledge".

WHEREAS, Commission on Higher Education (hereinafter referred to as CHED) provided support to the LEAD HEI thru the Grant-in-Aid for HEI under the Discovery Applied Research and Extension for Trans/Inter-disciplinary Opportunities (hereinafter referred to as DARE TO) Program.

WHEREAS, UPMin, DOSCS and DNSC, each wishing to establish a cooperative research relationship through mutual interests under the project entitled "Bio-economic Assessment and Modelling of Reef Fisheries in Davao Gulf for Sustainable Harvest" under the DARE TO program.

WHEREAS, UPMin, DOSCS and DNSC will hereinafter be referred to collectively as "Parties" or individually as "Party", as applicable;

WHEREAS UPMin and the partner HEIs are linked by common scientific and cultural interests in improving the Fisheries Harvest of Marine Fishes in Davao Gulf for Sustainable Harvest;

WHEREAS UPMin and the partner HEIs wish to enable cooperation and exchange in the research area of Bio-economic Assessment and Modelling of Marine Fishes; and

WHEREAS UPMin and the partner HEIs wish to expand the basis for friendship and educational exchange between Academe and the local government unit;

NOW THEREFORE, UPMin, DOSCS, and DNSC as Parties to this Memorandum of Agreement, set forth the following:

**ARTICLE I
(Background & Objectives)**

1.1 Background. The partnership is important between DOSCS, DNSC and UPMin. The Davao Oriental State College of Science and Technology was established on December 13, 1989 by virtue of Republic Act

6807 in response to the need for quality tertiary education in the province, whereas the Davao del Norte State College was established by virtue of Republic Act 7879 is mandated to provide higher professional, technical, and special instructions for special purposes and promote research and extension services, advanced studies and progressive leadership in education, engineering, arts, sciences, fisheries, and other fields,

whereas the University of the Philippines Mindanao is one of the constituent universities of UP, created and established through the Republic Act 7889 and House Bill No. 30358, and was finally enacted into law on February 20, 1995. UPMIn aims to excel in leadership, education, nationalism, cultural sensitivity and Environmental nurturance.

1.2 Objectives. This MOA reflects the Parties' sincere and genuine intentions to collaborate in specific activities set out herein pertaining to the research and development under the project entitled "Bio-economic Assessment and Modelling of Reef Fisheries in Davao Gulf". The purpose of this MOA is to advance the collaborative ideas and objectives of the Parties as they relate to the assessment and modelling of reef fisheries for sustainable harvest and enable each of the Parties to pursue the research activities and tasks set out in Article II of this MOA.

ARTICLE II **(Scope of Collaboration)**

2.1 General Scope. Each Party will foster a collaborative research relationship with the other Party that is focused on developing a Model of Reef Fisheries in Davao Gulf for Sustainable Harvest.

2.2 Specific Research Activities. The Parties intend to collaborate on the following activities and topical areas, pursuant to the terms of this Memorandum of Agreement:

The UPMIn shall:

1. Serve as the primary implementor of this project with respect to the conduct of research and administrative operations
2. Serve as research mentor to DNSC and DOSCST
3. Establish baseline information on age and size-at-sexual maturity of selected reef fishes collected in Davao Gulf area
4. Conduct rapid assessment of coral reefs, reef fishes and other marine habitats in major reef areas of Davao Gulf
5. Conduct fishery harvest assessment by conducting Key Informant Interview (KII) and Focus Group Discussion (FGD) on selected coastal barangays in Davao Gulf area to generate data on fisheries information
6. Collect primary and secondary data on fisheries information and relevant data on Davao Gulf through collaborative works with LGAs, LGUs and other government/ institutional repositories

The DNSC and DOSCST shall:

1. Establish baseline information on age and size-at-sexual maturity of selected reef fishes in addition but not similar to identified fish species to be collected by UPMIn research team
2. Assist in the conduct of rapid assessment of coral reefs, reef fishes and other marine habitats in major reef areas of Davao Gulf
3. Provide assistance in coordination with the LGUs and LGAs in their locality to secure necessary permits for the commencement of research activities in the area

All parties shall:

1. Coordinate with the LGUs concerned within Davao Gulf for the conduct of all field activities related to the project.
2. Evaluate any existing laws and ordinances that can contribute to the sustainability of reef fishery resources.
3. Evaluate willingness of the fisherfolks' related to the sustainability of the reef fishery.
4. Collectively determine the population structure of representative reef fishes that have been identified.
5. Participate in the assessment of major reefs and diversity of reef fishes in Davao Gulf.

6. Encourage collaboration with other HEIs in Davao Region through participation in capacity building training activities and workshops.
7. Provide feedbacking activities regarding the output of the projects through conferences or workshops.
8. Provide baseline information to LGUs for possible mitigating and adaptations measures for policy formulation related to sustainability of reef fisheries.
9. Regularly submit progress or narrative reports following the requirements and schedule of activities set by CHED DARE TO program.

2.3 Further Agreements. It is envisioned that the Parties will enter into further binding agreements involving or related to the collaborative research activities in Article 2.2 above ("Further Agreements"). Further Agreements will delineate the Parties' rights and obligations, will address, among other things, sources of funding and intellectual property rights, and be signed by both Parties' authorized signatories, before commencing any research activity.

2.3.1 Each Party's Liaison Officer, as designated in Article 4.6 below, will coordinate with its Office of Research, or equivalent, regarding any Further Agreements identified and proposed under this MOA prior to initiating projects or applying jointly for external funding for such projects.

2.3.3 Each Party will abide by all regulations, policies and procedures of their Institutions regarding the disclosing and handling of intellectual property, developed technologies, and confidential information that may arise under this MOA.

2.4 Tasks for Parties. Each Party will maintain regular and reasonable contact with the other Party and engage in discussions regarding the collaboration and the research activities listed herein. Further, each Party will nominate members of its senior staff to be responsible for overseeing matters pertaining to this MOA.

ARTICLE III (Duration, Termination and Amendment)

3.1 Duration. This MOA shall remain in force for two (2) years from the date of signing. Either Party may terminate this MOA by providing 60 days' advance written notice to the other Party.

3.2 Extension and Renewal. The Parties may extend or renew this MOA by agreement, confirmed in a written amendment signed by each Party's authorized signatory.

3.3 Amendment. No amendment of the terms of this MOA will be effective unless made in writing and signed by each Party's authorized signatory.

ARTICLE IV (General Matters)

4.1 Use of Names. Except in promoting the activities proposed in Article 1.2 above among its faculty, staff, and students, neither Party may use the name of the other Party in any form of advertising or publicity without express written permission. The Parties will seek permission from one another by submitting the proposed use, well in advance of any deadline, to the Liaison Officers designated in Article 4.6 below.

4.2 Confidentiality. In the course of the activities under this MOA it may be necessary for the Parties to disclose Confidential Information. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Party, disclosed by one Party to the other Party of this MOA, and other documents transmitted or communicated by either Party to the other Party that is marked as confidential or proprietary for the purposes of this agreement ("Confidential Information") shall be received and treated in confidence, and shall not be used by the receiving Party or disclosed by the receiving Party without the prior written consent of the disclosing Party, which consent shall not be unreasonably withheld or delayed. These restrictions on use or disclosure of information do not extend to any item of information which (a) is publicly known at the time of the disclosure, (b) is lawfully received by the receiving Party from a third party which does not have a confidential relationship to the disclosing Party, (c) the receiving Party can

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demonstrate was in its possession or known by it before its receipt from the disclosing Party, or (d) the receiving Party is required by law to disclose to government authorities (including courts). Unless otherwise required under a subsequent binding agreement, each receiving Party shall, at the expiry or termination of this agreement, return to the disclosing Party any and all documents provided by the disclosing Party setting out as Confidential Information.

4.3 Publications

4.3.1 The Parties are encouraged to publish the results of their joint work in pursuant to this Memorandum of Agreement in a collaborative fashion, including by having the Staff and Participating Researchers co-author articles in peer-reviewed journals when the Parties deem appropriate. Guidelines for authorship of major, international, peer-reviewed journals will be used to establish authorship of collaborative publications.

4.3.2 Subject to each Party's proprietary rights and/or the proprietary rights of others, and without prejudice to obligations of confidentiality, the results of any collaborative activity under this Memorandum of Agreement may be published by either Party ("Separate Publication"). In regards to any such Separate Publication, it is agreed that in order to avoid prejudicing proprietary rights and confidentiality of information, the publishing Party shall submit to the other Party for its review the material intended to be published at least 30 days before a proposed publication is submitted to its editor, publisher, referee, or meeting organizer. In absence of any objection by the other Party within that 30-day period, concerning prejudice to proprietary rights or confidentiality of information, the publication may proceed. Any publication as referred to above shall duly acknowledge both Parties. In addition to review of the content of publications as referred to above, each party shall have the right to review the acknowledgement and request reasonable changes to the use of its name, or request that its name be deleted altogether.

4.3.3 Copyright in any jointly prepared publications resulting from or relating to any of the collaborative activities under this Memorandum of Agreement shall be vested in UPMIn, DOSCST and DNSC jointly, who shall each independently and severally be entitled to exploit such copyright in any manner and for any purpose as they may each in their sole discretion deem appropriate, except that no use shall be made of such publications for or in conjunction with commercial and/or promotional purposes.

4.3.4 Copyright in any publications resulting from or relating to any of the collaborative activities under this Memorandum of Agreement, and prepared by one of the Parties hereto on its own, shall be vested in that Party, provided, however, that any such publication shall be submitted to the other Party for review and comment in accordance with paragraph 4.3.2 above.

4.4. Potential for Intellectual Property Development. It is understood that activities contemplated under this MOA are expected to be cooperative in nature and that Participating Researchers (including students, faculty, and staff researchers) may collaborate in such research activities.

4.4.1 "Intellectual Property" or "IP" means all patentable discoveries, innovations, inventions, improvements, devices, equipment, and designs, conceived and reduced to practice under the term of and in performance of this agreement.

4.4.2 Parties hereby agree that ownership of intellectual property rights generated as a result of the activities under this agreement will follow inventorship rules in accordance with applicable patent laws. Each Party to this MOA shall own the intellectual property (IP) conceived and first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this agreement. IP conceived or first reduced to practice jointly by employees or agents of both parties shall be Jointly Owned in accordance with applicable patent laws. "Jointly Owned" means either Party may exploit jointly developed IP.

4.4.3 Parties hereby agree to provision of mutual access to facilities for the purposes of fundamental, academic research and offer of an employee exchange opportunity with the aim of sharing and furthering the scientific and technical know-how of both Parties. Any such activities, including any employee exchanges, must comply with the access requirements of the respective Party.

4.4.4 All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights ("IPR") disclosed in connection with this MOA shall remain the property of the Party introducing and/or disclosing the same to the other Party for the purposes of this MOA.

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4.5 Human and Animal Subjects in Research. Parties agree that adequate safeguards shall be taken whenever using human or animal subjects in research, consistent with applicable laws and policies regarding the use of human and animal subjects, including training of such trainees, faculty, or staff, an institutional review committee, research ethics board, or animal care and use committee composed of members with varying backgrounds who will perform complete and adequate review of projects involving the use of such subjects. Informed consent shall be obtained in accordance with national laws and regulations, international research standards, and accepted guidelines on good research practices and ethics. Each Party shall, to the extent necessary for the legal conduct of activities under this MOA, comply with the laws and regulations of the country.

4.6 Notices. The Parties must give all notices under this MOA in writing. All communications must be sent to the addresses set forth below or to such other address designated by the Parties by written notice. Notices are effective upon receipt.

DOSCST:	Dr. Lea A. Jimenez Davao Oriental State College of Science and Technology Regional Integrated Coastal Resource Management Center Dahican, Mati City, Davao Oriental, 8200 Email: jimenez.lea@doscst.edu.ph
DNSC:	Dr. Girley S. Gumanao Davao del Norte State College Research and Extension Panabo City, Davao del Norte Email: ggumanao@dnsc.edu.ph
UPMin:	Dr. Cleto L. Nañola, Jr. University of the Philippines Mindanao College of Science and Mathematics Mintal, Tugbok District Davao City, 8000 email: clnanaola@up.edu.ph

4.7 Indemnification.

4.7.1 UPMin agrees to defend, indemnify and hold DOSCST and/or DNSC, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the activities under this MOA but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UPMin.

4.7.2. DOSCST and/or DNSC agrees to defend, indemnify and hold UPMin, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the activities under this MOA, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DOSCST and/or DNSC.

4.8 Dispute Resolution. The Parties agree to make efforts in good faith to resolve all disputes between themselves pursuant to or the Alternative Dispute Resolution Law of 2004. The exclusive venue or arbitration shall be in Davao City.

4.9 Non-Binding Nature. This MOA is not intended to and does not give any person who is not a Party to it any rights to enforce any of its provisions. Nothing in this MOA will be construed as creating a binding legal relationship between the Parties, with the exception of only Article IV herein which will survive the expiry or termination of this MOA. This MOA is a broad statement of intent which sets forth the general basis upon which the Parties wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Parties to this MOA.

4.10 Authorized Signatories. Each Party represents that the individuals signing this MOA have the authority to sign on its behalf in the capacity indicated.

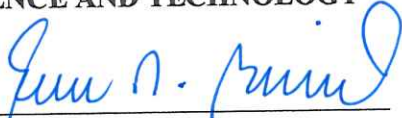
Signed for and on behalf of:

Signed for and on behalf of:

DAVAO DEL NORTE STATE COLLEGE

DAVAO ORIENTAL STATE COLLEGE OF
SCIENCE AND TECHNOLOGY

By: 
JONATHAN A. BAYOGAN, Ph.D.
President


By: 
EDITO B. SUMILE, Ph.D.
President

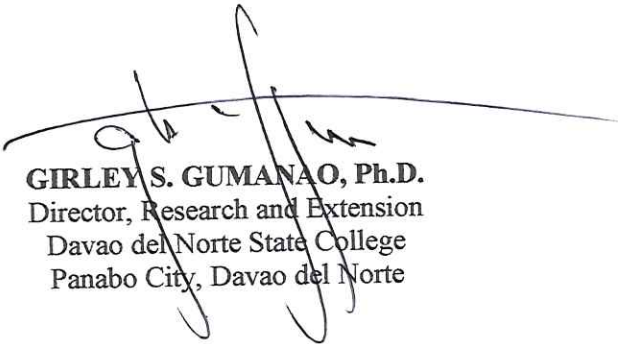
Signed for and on behalf of:

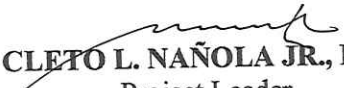
UNIVERSITY OF THE PHILIPPINES
MINDANAO

By: 
SYLVIA B. CONCEPCION, Ph.D.
Chancellor

Signed in the presence of:


LEA A. JIMENEZ, Ph.D.
Director, RICOXI
Davao Oriental State College of Science and
Technology


GIRLEY S. GUMANA, Ph.D.
Director, Research and Extension
Davao del Norte State College
Panabo City, Davao del Norte


CLETO L. NAÑOLA JR., Ph.D.
Project Leader
University of The Philippines Mindanao

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

DAVAO CITY) ss

BEFORE ME, a notary Public and in Davao City, Philippines, personally appeared:

Name	Gov't issued ID	Date of Issue
SYLVIA B. CONCEPCION	TIN 110-837-312-000	24 June 1999
EDITO B. SUMILE	<u>TIN 140-078821</u>	<u>27 December 1999</u>
JONATHAN A. BAYOGAN	<u>TIN 130-122-295</u>	_____

All known to me and me known to be the same persons who executed the foregoing Agreement and they acknowledged to me that the same is their free and voluntary act and deed for and in behalf of the Parties they represent.

I hereby certify that this instrument refers to a MEMORANDUM OF AGREEMENT BY AND BETWEEN THE UNIVERSITY OF THE PHILIPPINES MINDANAO, DAVAO CITY, PHILIPPINES, DAVAO ORIENTAL STATE COLLEGE OF SCIENCE AND TECHNOLOGY, MATI CITY, PHILIPPINES, and DAVAO DEL NORTE STATE COLLEGE, PANABO CITY consisting of eight (8) pages, including this page. The parties and their instrumental witnesses have signed every page.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this day of NOV 29 2018 at Davao City Philippines.

Doc.No. 157 ;
Page No. 99 ;
Book No. XII ;
Series of 2018

Melvin
ATTY. REMIE A. CALATRAVA, CPA
Notary Public of Davao City
Until December 31, 2018
Serial No. 2017-0081-2018
Roll of Atty. No. 39745 * 04.28.95
PTR No. 9734943 - 12-27-2017 D.C.
IBP No. 25519 - 1-8-2018 D.C.
TIN 199-309-891
MCLE Compliance No. V-0006526 * 03.02.15