

MEMORANDUM OF UNDERSTANDING

KNOW ALL PERSONS BY THESE PRESENTS:

This **MEMORANDUM OF UNDERSTANDING (MOU)**, is executed in original counterparts this October 2025 by and between:

The **BULACAN AGRICULTURAL STATE COLLEGE**, a state college, created by virtue of Republic Act (RA) No. 8548 as amended, with principal office at Administration Building, BASC Main Campus, Brgy. Pinaod, San Ildefonso, Bulacan, represented by its SUC President III, **DR. JAMESON H. TAN**, hereafter referred to as **"BASC"**;

-and-

Public Employment Service office of San Miguel, Bulacan, a government agency duly organized and existing under and by virtue the laws of the Republic of the Philippines, pursuant to Republic Act No. 8759, with principal office address at Brgy. Publacion, San Miguel, Bulacan represented by its **Municipality Mayor, HON. JOHN A. ALVAREZ**, hereafter referred to as **"PUBLIC EMPLOYMENT SERVICE OFFICE (PESO) OF SAN MIGUEL BULACAN"**;

*(collectively referred to as "PARTIES", whenever applicable)*

WITNESSETH:

**WHEREAS**, as part of the vision of **BASC** to be a globally-engaged higher educational institution of agriculture and allied courses, the College exerts best efforts in establishing global connections with its partner institutions, locally or internationally;

**WHEREAS, BASC** puts forward its breadth of view of shaping minds and transforming lives vis-à-vis its full support to the expansion of knowledge and experience of its students;

**WHEREAS**, the **Public Employment Service Office (PESO) of San Miguel, Bulacan** is a government agency established pursuant to **Republic Act No. 8759**, serving as an employment facilitation and information center that provides job matching, career guidance, and livelihood services to the community;

**NOW, THEREFORE, BASC and the PESO SAN MIGUEL BULACAN** recognize the benefits to their respective higher education institutions from the establishment of institutional links, conclude this MOU based on the following terms and considerations:

**Section 1. Purpose.** The purpose of this MOU is to develop an academic and institutional cooperation and to promote mutual understanding between the two (2) institutions;

**Section 2. Areas of Cooperation.**

2.1. Both institutions agree to develop the following collaborative activities in the academic areas of interest, on a basis of equality and reciprocity;

- a. Sharing of pertinent data and information necessary for the
- b. Provision of access to PESO operations and procedures relevant to the project's objectives;
- c. Conduct of regular consultations and coordination meetings between BASC faculty, students, and PESO personnel;
- d. Pilot implementation and evaluation of the developed system within the PESO office;
- e. Provision of feedback, technical assistance, and recommendations for system improvement; and
- f. Engagement in other mutually agreed activities that will contribute to the successful completion and sustainability of the project.

2.2. The development and implementation of specific activities on this MOU will be separately negotiated and agreed upon by the officials, handling faculties, and personnel of both HEIs. Upon successful negotiation, the parties shall execute a Memorandum of Agreement outlining their responsibilities and other terms and conditions therein.

**Section 3. Funding.** It is understood that the implementation of any of the types of cooperation stated in Section 2 hereof may be restricted depending upon the availability of resources and financial support at the HEI concerned. The budget utilization shall be subject to proper accounting and auditing rules and regulations.

**Section 4. Intellectual Property.** Any intellectual property owned by the PARTIES prior to this MOU shall continue to be owned by them. The OTHER PARTY cannot use any confidential information or data from the other to create intellectual property without the express written approval of the latter; provided that, any intellectual property independently created by the other party during the implementation of this MOU shall be exclusively owned by the creator. However, if the other party provided financial support for the creation of such intellectual property, the ownership of the intellectual property shall be subject to another agreement and with applicable provisions of RA No. 10055,<sup>1</sup> RA No. 8439,<sup>2</sup> and RA No. 8293,<sup>3</sup> including their respective Implementing Rules and Regulations, as well as existing and future policies on Intellectual Property Rights.

**Section 5. Data Privacy and Confidentiality of Information.**

5.1. The Parties shall respect the privacy and confidentiality of any confidential data or personal information shared in the course of implementation of this MOU, and even after its termination. The Parties shall abide by the requirements of RA No. 10173 in the collection, use and processing of data or information.

5.2. All information received or furnished by the parties from the other, under or in connection with this MOU, shall be treated in strict confidence and shall not be disclosed to any third party. The receiving party shall not use any information, form, document, or material furnished by the disclosing party for any purpose other than the performance of its responsibilities under this MOU. Whenever necessary, the parties shall execute a Data Sharing Agreement with Confidentiality and Non-Disclosure clauses.

**Section 6. Non-Representation.** Nothing in this Agreement shall create a partnership, agency, joint venture, or employer-employee relationship between the parties. Each party remains an autonomous and independent entity. Except as herein provided, neither party has the authority to bind the other with respect to agreements with third parties.

**Section 7. Faithful compliance.** The Parties recognize and accept that it is impractical to provide herein for every contingency that may arise in the

<sup>1</sup> An Act Providing the Framework and Support System for the Ownership, Management, Use, and Commercialization of Intellectual Property Generated from Research and Development funded by Government and for other purposes.  
<sup>2</sup> An Act Providing a Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government.  
<sup>3</sup> An Act Prescribing the Intellectual Property Code and Establishing the Intellectual Property Office, Providing for Its Powers and Functions, and for Other Purposes.

**Section 8.** good faith and cooperate equitably in implementing this Agreement, especially in unforeseen situations not explicitly covered herein.

**Section 9. Non-discrimination clause.** The parties commit to equality and inclusivity in the performance of this Agreement, prohibiting discrimination on the basis of race, religion, political affiliation, sex, gender identity or expression, age, disability, or nationality.

**Section 10. Amendment and Termination.** All amendments hereof shall not be valid and binding unless the same is in writing and duly signed by the parties hereto. This MOU may, at any time during its period of validity, be terminated by the parties, upon prior notice to the other party in writing, at least sixty (60) days before the termination date.

**Section 11. Liability.** To the extent that Parties are without fault or negligence, they shall not be held responsible for any third-party liability or claim, loss or damage, arising out of or in connection with the Project.

**Section 12. Period.** This MOU is valid for a period of One(1) year/s from the latest date of signing by the representatives of both higher education institutions. This MOU may be renewed subject to the review and renegotiation by both parties. Such review and negotiation shall be conducted within sixty (60) days prior to expiration of the MOU.

**Section 13. Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, signed this MOU at the date and place indicated below their signatures.

**BULACAN AGRICULTURAL STATE  
COLLEGE**

**PUBLIC EMPLOYMENT SERVICE  
OFFICE OF SAN MIGUEL BULACAN**

**DR. JAMESON H. TAN**  
SUC President III  
Date: \_\_\_\_\_

**HON. JOHN A. ALVAREZ**  
MUNICIPALITY MAYOR  
Date: \_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

**MS. MICHELLE M. CORTEZ**  
Institute Dean

**Mr. Ramon Chito S. Sarmiento**  
Capstone Adviser

**FELIPE MIGUEL V. BUENCAMINO**  
PESO Manager

**REPUBLIC OF THE PHILIPPINES)**  
**PROVINCE OF BULACAN ) S.S.**

**FIRST ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public, for and in the Province of Bulacan personally appeared the following:

Name	Competent evidence of identity	Date/Place of Issue
<b>JAMESON H. TAN</b>	Philippine National ID	30 November 2021

Known to me to be the same person who executed the foregoing instrument, and acknowledged to me to that the same are their free and voluntary acts and deeds, including that of the entities that they represent, and that they have the proper authority to act in such representative capacity.

This instrument which consists of Six (6) pages, including this page whereon this acknowledgement is written, and signed by the parties and their witnesses on each and every page thereof, refers to a Memorandum of Understanding.

WITNESS MY HAND AND NOTARIAL SEAL, on \_\_\_\_\_ and at the place first written above.

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2025.

**REPUBLIC OF THE PHILIPPINES)  
PROVINCE OF BULACAN ) S.S.**

**SECOND ACKNOWLEDGMENT**

BEFORE ME, a Notary Public, for and in the Province of Bulacan personally appeared the following:

Name	Competent evidence of identity	Date/Place of Issue
<b>HON. JOHN A. ALVAREZ</b>		

Known to me to be the same person who executed the foregoing instrument, and acknowledged to me to that the same are their free and voluntary acts and deeds, including that of the entities that they represent, and that they have the proper authority to act in such representative capacity.

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