

## **MEMORANDUM OF AGREEMENT**

(re: External Sponsorship of DLSU event/activity)

This Memorandum of Agreement (hereinafter "Agreement") is made and entered on     Month     2018, in the City of Manila, Philippines, by and between:

**COMPANY NAME** a company registered with the law of the Republic of the Philippines, with postal address at **COMPANY ADDRESS**, represented by its **<<position>>**, **<<NAME OF REPRESENTATIVE>>**, hereinafter referred to as the **SHORT COMPANY NAME**.

and

**DE LA SALLE UNIVERSITY - OFFICE OF THE VICE PRESIDENT FOR LASALLIAN MISSION** through the **OFFICE OF STUDENT LEADERSHIP, INVOLVEMENT, FORMATION AND EMPOWERMENT-ORGANIZATION NAME**, a recognized organization of De La Salle University with address at 2401 Taft Avenue, City of Manila represented by its *Vice President for Lasallian Mission*, **BR. MICHAEL J. BROUGHTON FSC** and its *Director*, **SOFRONIO G. LINGATONG, JR.**, hereinafter referred to as **ORGANIZATION NAME**.

*[Collectively referred to as "Parties" and may be served notices to above addresses via personal delivery, registered mail, or other acceptable means]*

### ***Witneseth that:***

**COMPANY NAME** commits to be a sponsor for the **ACTIVITY NAME** to be held on **DATE OF ACTIVITY**, at **VENUE & ADDRESS**, and will provide the following (free of charge):

1. *P4,000 worth of products (Minor Sponsor)*

In return, **DLSU- SLIFE-Organization** shall:

1. *Assist in processing all necessary documents for the execution of all LEAP classes proposed by this organization;*
2. *Ensure the appearance of **COMPANY NAME's** logo in the publicity materials such as printed programs, posters, the event's social media page, and relevant audio-visual presentations;*
3. *Live acknowledgement before and after the event (maximum of 2 times);*
4. *Option to distribute promotional materials provided by the company;*
5. *Provided items or gift certificates will be part of the souvenir bag of the participants; and*
6. *1 complimentary ticket for the summit.*
7. Submit to the **COMPANY NAME** a report of the activity within one week after the activity.

## **GENERAL TERMS AND CONDITIONS**

1. **ORGANIZATION NAME** shall acknowledge all monetary donations received from the **COMPANY NAME** through the issuance of the University's official receipt within seven (7) days from the date of receipt thereof;
2. All monetary donations shall be made by check payable to "**DE LA SALLE UNIVERSITY**";
3. **ORGANIZATION NAME** shall assume no liability whatsoever in the event that the **ACTIVITY NAME** is cancelled, rescheduled or postponed due to a fortuitous event, Act of God, unforeseen occurrence, or any other event that renders the performance of the event/activity impracticable, illegal or impossible. For purposes of this agreement, a fortuitous event shall include, but not limited to: war, fire, labor strike, extreme weather, or other emergency;
4. Selling is not allowed in campus; and
5. <<INSERT OTHER TERMS AS AGREED UPON>>

#### **TERMINATION OF THE MEMORANDUM OF AGREEMENT**

1. Grounds - Any time after the execution of this contract, this MOA may be terminated at the instance of ANY OR BOTH PARTIES hereto or by reason of default described hereunder without prejudice to any other rights or remedies it is entitled under this MOA and applicable law.
2. Events of Default - Each of the following events shall constitute a valid ground for default:
  - a. Any failure, neglect or inability on the part of either of the Parties to comply with any of the terms and/or conditions of this Agreement; and
  - b. Any misrepresentation or breach of warranty made in connection herewith and proven to have been incorrect or misleading as of the time it was made.
3. Procedure - Termination of this Agreement shall be by service to the other party of a written *Notice of Termination*, which shall take effect thirty (30) days after receipt of said written notice.

#### **ENTIRE AGREEMENT**

This agreement contains the complete understanding of both parties and may not be amended, supplemented or varied except by an instrument in writing signed by both parties. The validity and effectivity of this agreement shall be governed by the Laws of the Republic of the Philippines.

#### **DISPUTE RESOLUTION AND VENUE OF ACTIONS**

In case of dispute, the parties will try to settle it amicably before resorting to other legal remedies. Exclusive jurisdiction over and venue of suits arising from this Agreement shall be with the proper courts of the City of Manila to the exclusion of other courts or tribunals.

The Parties herein warrant that they have read and understood this Agreement and bind themselves to its full and proper execution.

**IN WITNESS WHEREOF**, the parties set their hands in the place and date abovementioned:

**COMPANY NAME**

**DLSU- SLIFE-ORGANIZATION NAME**

By:

**AUTHORIZED REPRESENTATIVE**  
*Position*

Witnessed by:

**NAME OF WITNESS**  
*Position, NAME OF COMPANY*

By:

**AUTHORIZED REPRESENTATIVE**  
*Position*

Witnessed by:

**NAME OF WITNESS**  
*Position, NAME OF ORGANIZATION*