



MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF UNDERSTANDING** is made and entered into by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, REGION IX** with principal office at Pres. Corazon Aquino Regional Government Center, Balintawak, Pagadian City, represented herein by its Regional Executive Director, **CRISANTA MARLENE P. RODRIGUEZ**, hereinafter referred to as **DENR**, and

The **MINDANAO STATE UNIVERSITY - BUUG CAMPUS**, a state university with principal office at Datu Panas, Buug, Zamboanga Sibugay, represented herein by its Chancellor, **SULTAN PANGANDAG M. MAGOLAMA, Ph.D.**, herein referred to as **ACADEME**.

The two (2) parties to this Memorandum of Understanding (MOU) shall be herein after collectively referred to as the "**PARTNERS**".

For the purpose of achieving the various aims and objectives relating to the **Conduct of Scientific Researches** in Dumanquillas Bay Protected Landscape and Seascape (the Project), the Partners do hereby declare the following:

WITNESSETH

WHEREAS, the DENR is the primary government agency responsible for the conservation, management, development and proper use of the country's environment and natural resources;

WHEREAS, Republic Act 7586 the National Integrated Protected Areas System Act of 1992, which was recently amended by R.A. No 11038 or otherwise known as the Expanded National Integrated Protected Areas (ENIPAS) Act of 2018 primarily aims to secure for the Filipino People of present and future generations the perpetual existence of all native plants and animals through the establishment of a comprehensive system of integrated protected areas within the classification of national park as provided for in the Constitution;

WHEREAS, Republic Act 9147 otherwise known as the Wildlife Resources Conservation and Protection Act primarily aims to provide conservation and protection of wildlife resources and their habitats which likewise support the aim of the NIPAS Act;

WHEREAS, Protected Areas are classified and administered in order to maintain essential ecological processes and life-support systems, to preserve genetic diversity, to ensure sustainable use of resources found therein and to maintain their natural conditions to the greatest extent possible;

WHEREAS, research is one of the triad functions of Higher Educational Institutions (HEIs) where colleges and universities are among the primary institutions tasked to generate and disseminate knowledge, among others;

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WHEREAS, to effectively manage the protected areas in this Region, the DENR-IX seek to collaborate with the Academe, in order to address the research gaps both in terrestrial and marine protected areas;

WHEREAS, the DENR-IX recognized the number of academic and scientific research conducted by the academe within the Dumanquillas Bay Protected Landscape and Seascape (DBPLS) and that there is an indispensable need to jointly plan the research agenda to ensure that it will effectively cater to the need of both institutions;

NOW, THEREFORE, the DENR-IX and MSU-Buug Campus are desirous to enter into a Memorandum of Understanding between them in which they will work together, by setting out the working arrangements, in order to achieve the aim/s and objective/s of the Project.

PURPOSE: The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Conduct of Scientific Researches in Dumanquillas Bay Protected Landscape and Seascape between the DENR-IX and the MSU-Buug Campus, Buug, Zamboanga Sibugay;

OBLIGATIONS OF THE PARTNERS: The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

COOPERATION: The activities and services for the Project shall include, but not limited to:

- a. Services to be rendered by DENR-IX through the CENR Office of Guipos, Zamboanga del Sur include:
 - a.1. Provide the following technical and administrative assistance/support to the MSU-Buug Campus in line with the research program within the DBPLS;
 - a.2. Assist the issuance of permits from the DENR-IX Regional Office in accordance with ENR laws, rules and regulations;
 - a.3. Make necessary representation with the concerned DENR Field Office or the Protected Area Superintendent (PASu) Office for the inspection of the collected specimens and issuance of Local Transport Permit in accordance with ENR laws, rules and regulations; and
 - a.4. Allow scientists and researchers affiliated with the Academe to participate in any activity covered by this agreement. Provided, however, the Academe and its affiliated scientists and researchers shall ensure compliance to relevant laws and policies including but not limited to NIPAS Act of 1992 (RA 7586) as amended by RA 11038, Wildlife Act (RA 9147), special laws, Presidential Proclamations and Local Ordinances declaring PAs and LCAs and KBAs, accordingly.

b. Services to be rendered by Academe include:

- b.1. Conduct research within Dumanquillas Bay Protected Landscape and Seascape (DBPLS) consistent with its identified research need;
- b.2. Collaborate in data management that will allow sharing of the research outputs between and among the DENR Central Office, Biodiversity Management Bureau (BMB), DENR-IX Regional Office, and PA stakeholders;
- b.3. Provide a hard copy of the research outputs to PAMB; Provided, that the Intellectual Property Rights (IPR) related to all research outputs, innovations, or original works produced independently by a researcher, contributor or experts shall be owned solely by such party; Provided, further, that the IPR related to all research outputs, innovations or original works produced cooperatively by the Parties, with the extent of ownership to be determined by the partners, taking into consideration the contributions made by each partners; and
- b.4. Provide recommendations to the PAMB for the formulation of policies and conservation programs/projects in DBPLS.

LIABILITY: No liability will arise or be assumed between the Partners as a result of this Memorandum.

DISPUTE RESOLUTION: In the event of a dispute between the Partners in the negotiation of the final binding contract relating to the Project, a dispute resolution group will convene consisting of the Chief Executives of each Partners together with other persons directly involved on the dispute. The dispute resolution may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

TERM AND TERMINATION: The arrangements made by the Partners by this Memorandum of Understanding shall remain in place from year *December 02, 2019* until *December 31, 2024*. The term may be extended only by agreement of all of the Partners.

GOVERNING LAW: The Memorandum shall be construed in accordance with the laws of the Republic of the Philippines.

ASSIGNMENT: Neither Party may assign or transfer the responsibilities or agreement made herein without prior written consent of the non-assigning party. Failure to act on the approval or denial within sixty (60) days from the receipt of the same shall be deemed as approved thereof.

AMENDMENT: This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

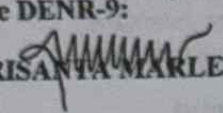
SEVERABILITY: If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

UNDERSTANDING: It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

1. Each Partner will work together in a coordinated fashion for the fulfillment of the Project;
2. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations and individuals;
3. To the extent possible, each Partner will participate in the development of the Project;
4. This Memorandum is not intended to and does not create any right, benefit or trust responsibility;
5. This Memorandum will be effective upon the signature of the Partners; and
6. Any Partner may terminate its participation in this Memorandum by providing written notice to the other Partner at least fifteen (15) days prior to the termination.

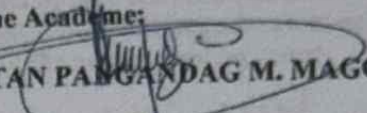
IN WITNESS WHEREOF, we have hereunto set our signatures this 22nd day of January, 2019 at Bung, Zamboanga Sibuyan, Philippines.

For the DENR-9:


CRISANTA MARLENE P. RODRIGUEZ

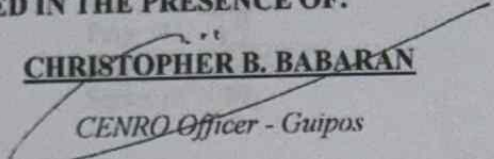
Regional Executive Director, DENR-IX

For the Academic:


SULTAN PANGANDAG M. MAGOLAMA, Ph.D.

Chancellor, MSU-Buug Campus

SIGNED IN THE PRESENCE OF:


CHRISTOPHER B. BABARAN

CENRO Officer - Guipos


ALICE DIMAPORO

SEMS/PASU-DBPLS


JETHER P. SUMPO

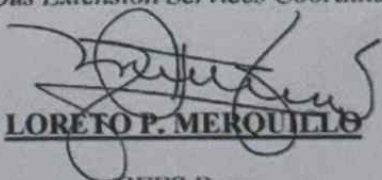
MSU-Buug Research and Extension Services Director


BRYAN L. BITANTOS

Campus Research Coordinator


DENNIS C. TENERIFE

Campus Extension Services Coordinator


LORETO P. MERQUILLO

CFES Dean

Republic of the Philippines)
City of Zamboanga.....) S.S.
X.....X

BEFORE ME, the undersigned Notary Public, for and in the Municipality of Buug,
Zamboanga Sibugay, Philippines, personally came and appeared before me:

Name	Proof of Identity
CRISANTA MARLENE P. RODRIGUEZ	Passport/ID No. <u>P2184007A</u> Issued on <u>March 7, 2017</u> / <u>DFA Legaspi City</u> Valid until <u>March 6, 2022</u>
SULTAN PANGANDAG M. MAGOLAMA, Ph.D	Passport/ID No. <u>10023</u> Issued on <u>1-10-10</u> Valid until <u>7/10/10</u>

all known to me to be and to me known to be the same persons who executed and signed the foregoing instrument, consisting of **FIVE** (5) PAGES, including this page on which this acknowledgment is written, each having been signed by the PARTIES and their instrumental witnesses and they acknowledged to me that the same is of their own free and voluntary act and deed and the free and voluntary act and deed of the agency they represent.

WITNESS MY HAND AND NOTARIAL SEAL this 22nd day of
January 2020 in the Municipality of Buug, Zamboanga Sibugay, Philippines.

Doc. No. 93 ;
Page No. 19 ;
Book No. XXXIX ;
Series of 2019

FERDINAND MAS PABLO
Notary Public until September 31, 2021
Roll No. 3280 - 3/14/1994
IBP No. 101167 - 1/1/2020
PTR No. 3147549 - 1/2/2020
Pangasinan City
MCLE No. VI-0000009 - 4/20/2016

