

MEMORANDUM OF UNDERSTANDING

THE PUBLIC IS INFORMED:

This Memorandum of Understanding (hereinafter referred to as the "Agreement") made and entered into by and between:

The **UNIVERSITY OF CAMARINES NORTE** (*formerly Camarines Norte State College*) a public higher educational institution created by virtue of Republic Act No. 11399, with principal address at F. Pimentel Avenue, Brgy. II, Daet and external campuses in Abaño, Mercedes, Labo, Jose Panganiban, and Entienza, all in the Province of Camarines Norte, represented by its SUC President III, **ATTY. RYAN L. ESTEVEZ, DPA**, hereinafter referred to as **"UCN/ FIRST PARTY"**.

and

The _____, a private/ government institution located at _____, represented herein by its _____, **NAME OF REPRESENTATIVE**, hereinafter referred to as **the "SECOND PARTY"**.

(UCN and _____ may be referred to individually as **"PARTY"** and collectively as **"PARTIES"**)

WHEREAS, _____

WHEREAS, _____

WHEREAS, _____

WHEREAS, _____

THEREFORE, parties hereby agree to enter into a Memorandum of Understanding based on mutual trust for the benefit and development of the parties involved, as well as the promotion of international understanding and goodwill. Furthermore, the parties stipulate the following terms and conditions contained herein.

A. SCOPE OF COLLABORATION. This Memorandum of Understanding (MoU) sets forth the scope of collaboration between the parties, which includes but is not limited to the following areas:

1. _____

2. _____

3. _____

B. ROLES AND RESPONSIBILITIES

1. **Collaborative responsibilities.** The parties shall also collaborate and undertake joint responsibilities as follows:

a. _____

b. _____

c. _____

d. _____

C. GENERAL PROVISIONS

1. **Press Announcement.** Neither Party shall be entitled to make or permit or authorize the making of any press release nor other public statements or disclosure concerning this MoU or any of the transactions contemplated in it without prior consent of the other party.
2. **No partnership.** Nothing contained in this MoU shall be deemed to constitute or create a partnership or joint venture between the Parties or render any Party liable for the debts or liabilities of any other party.
3. **Warranty.** Each party represents and warrants that it has the authority to enter into this MoU and has secured all necessary approvals and authorizations required to do so. This ensures that both parties are fully empowered and legally capable of entering into and fulfilling the terms of this agreement.
4. **Force Majeure.** Neither of the Parties will be liable to the other for any delay or failure to fulfil their obligations under this MoU to the extent that any such delay or failure arises from causes beyond their control, including but not limited to fire, floods, acts of God, acts of regulations or any governmental or supranational authority, war, riot, strike, lockouts and industrial disputes.
5. **Notices.** Any notice, request or consent required or permitted to be given or made pursuant to this MoU shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by courier services, registered mail, telegram or facsimile to such Party.

D. OTHER STIPULATIONS

1. **Term, Pre-termination, and Renewal.** This agreement shall take effect upon its signing by the parties and will be valid for a period of _____ years, unless earlier revised, amended, modified, or terminated upon such grounds mutually agreed upon at least thirty (30) days prior notice to either party.
2. **Intellectual Property Rights.** Any intellectual property that may accrue, be created, or generated from the undertaking shall be governed by the Intellectual Property Code, as amended, its implementing rules and regulations, and issuances of the Intellectual Property Office of the Philippines.
3. **Dispute Resolution and Venue.** The Parties manifest that they will meet and confer within sixty (60) days from receipt of notice for the purpose of exploring all avenues to amicably settle whatever dispute, controversy, claim or issue that may arise in connection with any of the terms and conditions of this agreement. No legal action may be instituted unless the negotiation has failed or been waived by both Parties. Any such suit shall only be filed in the appropriate court of Daet, Camarines Norte. The parties may, however, settle the matter between themselves at any time before final judgment.
4. **Data Privacy.** Both parties must maintain strict confidentiality at all times of the personal data gathered, adhering to the Data Privacy Act of 2012, its implementing rules and regulations and other pertinent issuances by the National Privacy Commission. Confidentiality obligations persist even after the termination of this agreement.
5. **Confidentiality/non-disclosure.** The parties shall hold in strict confidentiality any data or information which they may obtain during the course of this agreement in relation to its preparation, negotiation, and execution. No disclosure, to any person, natural or juridical, is permitted without prior consent. The same prohibition on disclosure and conditions for disclosure shall apply even after the termination of this agreement.

IN WITNESS WHEREOF, the **PARTIES** have set their hands and affixed their signatures on this _____ day of _____, 202_, at _____.

UNIVERSITY OF CAMARINES NORTE

NAME OF PARTNER AGENCY

ATTY. RYAN L. ESTEVEZ, DPA
SUC President III

NAME OF REPRESENTATIVE
Position

WITNESSES:

DR. ROSALIE A. ALMADRONES
VP for Research and Extension

Name of Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
 PROVINCE OF _____) S.S.

BEFORE ME, a Notary Public for and in the Municipality of _____, personally came and appeared the following persons in their official capacity whose respective Competent Evidence of Identities, dates, and places of issuance are indicated opposite their respective names:

ATTY. RYAN L. EZTEVEZ, DPA
SUC President III

Valid ID No. _____
Date Issued: _____
Place Issued: _____

Valid ID No. _____
Date Issued: _____
Place Issued: _____

Known to me to be the same persons who executed the foregoing Memorandum of Understanding, consisting of _____ pages including this page where the Acknowledgement is printed and signed by the parties and their witnesses on each and every page thereof. They further acknowledged to me that they are duly empowered to enter into this agreement by the entities that they represent and that they have done so freely and voluntarily.

WITNESS MY HAND AND NOTARIAL SEAL this ____th day of _____,
202_ at the Municipality of _____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book. No. _____
Series of 202 .