



MEMORANDUM OF UNDERSTANDING



KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (MOU) is entered into by and between:

BENGUET STATE UNIVERSITY, Philippines, a state institution of higher learning duly organized and created under Presidential Decree 2010, s. 1986, with principal office address at La Trinidad, Benguet, represented by its President, **FELIPE SALAING COMILA** and hereinafter referred to as **“BSU”**;

-and-

NAME OF POTENTIAL PARTNER, Country, description, with complete address, herein represented by its President, **NAME OF HEAD/PRESIDENT** and hereinafter referred to as **“ACRONYM OF INSTITUTION”**.

FELIPE SALAING COMILA
University President, BSU

WHEREAS, BENGUET STATE UNIVERSITY (BSU) is a Public Higher Educational Institution (PHEI) with a vision of becoming an International University engendering graduates to walk through the intergenerational highways; thus, committed towards the development of people imbued with excellence and social conscience and who actively generate and promote environment-friendly technologies to improve quality of life;

NAME
Position, BSU

WHEREAS, **POTENTIAL PARTNER (ACRONYM)**, is a **....{description and vision/mission}**;

WHEREAS, the Parties recognize the capabilities and resources that each Party brings, and agree to use their best efforts to collaborate, discuss and explore the general forms of cooperation set forth below;

NAME OF HEAD
Position, PARTNER

NOW, THEREFORE, the Parties have entered into this MOU for the purpose of setting forth their understanding and agreement with respect to the potential establishment and operation of cooperative programs that both Parties will have mutual benefits.

I. PURPOSE & SCOPE OF THE COOPERATION

A. Subject to mutual consent, the areas of cooperation shall include any academic, cultural, skills training, research agenda, or other pursuits as deemed desirable and feasible in the fostering and development of the mutual relationship between the two organizations.

NAME
Position, PARTNER

Cooperation shall be carried out through such programs and activities in physical or virtual modalities, but not limited to:

1. Exchange of professors, research scholars, and staff;
2. Exchange of undergraduate and graduate students;
3. Exchange of scientific materials, publications, and other information of mutual interest; and
4. Collaborative activities such as research, lectures, symposia, etc.



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- B. Prior to implementation, any future agreement to implement any of the foregoing activities shall be reduced into a written agreement which shall be signed by the authorized representatives of the Parties, and subject to the approval/confirmation of appropriate authorities of both Parties in accordance with their policies, rules, and regulations.
- C. This Agreement shall impose no financial obligations on either Party. The cost of any activity or program to be carried out or done under the framework of the MOU shall be in consultation between the Parties and may be borne by either or both the Parties according to any special agreement by mutual exchange of letters as may be agreed between the Parties in each case.
- D. Nothing contained in this MOU implies that an agency, partnership or joint venture between the two Parties has been set up, and it is understood that both Parties shall carry out the activities under this MOU as independent organizations. Neither organization shall have any right or authority to create any obligation or responsibility in the name or on behalf of the other;
- E. All provisions of this MOU determined as contrary to existing government rules and regulations shall be deemed automatically modified/ amended accordingly.

FELIPE SALAING COMILLA
University President, BSU

NAME
Position, BSU

Stipulations of this MOU and the corresponding MOA thereafter, particularly on the exchange of undergraduate and graduate students, educational trips abroad, and the like, shall be subject to the existing policies and guidelines imposed by the Philippine Commission on Higher Education (CHED) at the time of the forging of the MOU/ MOA. Moratoriums or bans on travel imposed by the government of both institutions shall always be taken into consideration. The home institution (sending institution) shall only allow the deployment of their contingents abroad after the lifting of the said moratoriums or bans on travel.

NAME OF HEAD
Position, PARTNER

- F. Both Parties hereby agree to avoid discrimination on the basis of age, ethnicity, religion, nation, or origin.

II. REPRESENTATIVES AND NOTICE

- A. Each Party shall designate a **liaison officer** to develop and coordinate specific activities agreed upon:

For BENGUET STATE UNIVERSITY
 International Affairs Head :
 Position :
 Office :
 E-mail :

For _____ UNIVERSITY
 International Affairs Head :

NAME
Position, PARTNER



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Position :
Office :
E-mail :

III. EFFECTIVITY, RENEWAL, TERMINATION, AND AMENDMENT

- A. This Agreement will apply for a period of five (5) years effective on the date of its signing but is subject to change, renewal, or termination at any time by mutual consent between the Parties.
- B. After the expiry of the period, the contract can be renewed after negotiation. It will automatically become invalid when one of the following events occurs:
 - 1. Both Parties complete the signing of the cooperation contract;
 - 2. This MOU has not been renewed within the expiration date; and/or
 - 3. Any other cause that may render this MOU legally unenforceable.
- C. No amendment of the terms of this MOU will be effective unless made in writing and signed by each Party's authorized signatory.
- D. This MOU is not intended to create any legally binding obligations on either institution, but, rather, is intended to facilitate discussions regarding general areas of cooperation. While no specific commitments compelling our institutions have been made by us, on behalf of our respective institutions and with the authority entrusted to us under our offices, we sign this Memorandum of Understanding in recognition of our common interests and as a token of our goodwill.
- E. This Agreement is made in identical copies written in English both texts being equally authentic. The Parties will sign on each copy and retain a copy for themselves.

FELIPE SALAING COMILLA
University President, BSU

NAME
Position, BSU

NAME OF HEAD
Position, PARTNER

IV. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- A. Both Parties know or hold technical data, business secrets, etc. of the other Party due to this cooperation project, and shall be obliged to keep it confidential, and shall not disclose it to a third Party without the written consent of the other Party.
- B. Neither Party may use the other Party's name, trademark, or any logo in any product, packaging, catalog, advertisement, print, or electronic media without the other Party's prior consent.
- C. The distribution of intellectual property rights as the result of cooperation between the two Parties and the distribution of their derived benefits shall be stipulated in the contract based on the principle of mutual benefit between the two Parties.

NAME
Position, PARTNER



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V. BINDING AUTHORITIES

IN WITNESS WHEREOF, the Parties hereunto affixed their hands.

BENGUET STATE UNIVERSITY
The Philippines

NAME OF INSTITUTION
Country

Authorized Representative,

Authorized Representative,

FELIPE SALAING COMILA
University President

NAME OF HEAD
Position

Date:

Date:

Place: La Trinidad, Benguet

Place:

Telephone(s): +63-74-422-2402

Telephone(s):

E-Mail Address: president@bsu.edu.ph

E-Mail Address:

*Address: Benguet State University Administration
Building, Km. 5, La Trinidad, 2601
Benguet, Philippines*

Address:

Witnesses:

NAME
Position
Benguet State University

NAME
Position
Name of Institution



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ACKNOWLEDGEMENT

Republic of the Philippines)
La Trinidad, Benguet) S.S

BEFORE ME, a Notary Public for and in the Province of Benguet, this _____, personally appeared:

Name	Competent Evidence of Identity; Expiry Date
FELIPE SALAING COMILA	BSU Employee ID No.: 010169

Who is known to me to be the same person/s who affixed his/her signature in the instrument, was identified by me through competent evidence of his/her identity as indicated above, and declared that the same is his/her voluntary act and deed.

This instrument refers to a Memorandum of Understanding consisting of FIVE (5) pages, including the page on which this acknowledgment is written has been signed on each and every page thereof by the Party and his/her witness/es.

WITNESS MY HAND AND SEAL on the date and at the place above-written.

Doc. No.: _____;
Page No.: _____;
Book No.: _____;
Series of 2023.

FELIPE SALAING COMILA
University President, BSU

NAME
Position, BSU

NAME OF HEAD
Position, PARTNER

NAME
Position, PARTNER