A MEMORANDUM OF UNDERSTANDING FOR RESEARCH COOPERATION BETWEEN

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES

AND

ONE CAINTA COLLEGE

This Memorandum of Understanding ("MOU") is entered into this day of2020, by and between the:
The Polytechnic University of the Philippines, a higher educational institution with principal address at PUP A. Mabini Campus, Anonas Street, Sta. Mesa, Manila Philippines, represented by its President, DR. MANUEL M. MUHI, and hereinafter referred to as PUP;
and
The One Cainta College, educational institution established under the laws of Philippines and having an address at Hunter's ROTC Avenue Corner San Juan St Barangay San Juan, Cainta, Rizal, represented by its OIC College Administrator, DR. VICTORIA C. NAVAL and hereinafter referred to as OCC.
NOW THEREFORE PURSUANT THERETO, both Parties hereby agree as follows:
1. SCOPE AND FIELDS OF RESEARCH COOPERATIONS
(1) The Parties hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to availability of funds and resources, the following programs and activities, which may include but not limited to:
(a) student and/or faculty exchanges;
(b) joint research activities on the different field of expertise of both parties
(c) share use of laboratory facilities for research;
(d) exchange of publications, reports and other academic materials and information; and

of each Party.

where such sharing shall result in benefit to both Parties.

(2) It is agreed that the terms and conditions of any agreed program and activity contemplated in this MOU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. PROVIDED ALWAYS the decision whether to initiate and/or implement any program or activity shall be at the sole discretion

(e) sharing of other activities and programs in areas of mutual interest.

(3) The Parties agree to designate, on behalf of each institution, a consideration whose responsibility will be to supervise the execution of this MOU and to draw up a programs or activities to be implemented under this MOU, setting out specific provisions concerning the exchange programs, budget requirements and details of funding.

2. FINANCIAL ARRANGEMENTS

(1) The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programs and activities contemplated under this MOU, including without limitation its own costs and expenses in travel and accommodation subject to availability of funds.

3. JOINT PROPERTY

- (1) The Parties agree that any intellectual property rights arising from or in connection with any program or activity under this MOU, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon in writing.
- (2) Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this MOU, unless otherwise mutually agreed upon in writing by the Parties.

4. CONFIDENTIALITY

(1) The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any program or activity conducted pursuant to this MOU save where the same is already in public domain.

5. DURATION AND TERMINATION

- (1) This MOU shall take effect on and from the date of execution of this MOU and shall continue to be effective for a period of three (3) years and may be extended for such further period as may be agreed by the Parties in writing.
- (2) Notwithstanding clause 5 (1) above, this MOU may be terminated by either Party giving written notice to the other at least three (3) months prior to the proposed date of termination.
- (3) Notwithstanding clause 5 (2) above, the provisions of this MOU or any other written agreement in respect of any on-going exchange program or any other form of cooperative activity under this MOU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the program or cooperative activity.

6. NOTICE

(1) Every notice, request or any other communication required or permitted to be given pursuant to this MOU shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or facsimile (which shall be acknowledged by the other Party) to the Parties at the address and facsimile number as stated below:

To PUP:

Attention: Dr. Manuel M. Muhi

Address: Anonas St., Sta.Mesa, Manila

Telephone: Facsimile: Email:

To COC:

Attention: Dr. Victoria C. Naval

Address: Brgy. San Juan, Cainta, Rizal

Telephone: Facsimile; Email:

7. MISCELLANEOUS

- (1) This MOU may be modified, varied or amended at any time after due consultation and with the written agreement of both Parties.
- (2) The Parties acknowledge that all visits or exchange of staff, students or administrators will be subject to compliance with the respective Party's requirements with respect to staff and student visits.
- (3) The Parties hereby agree that they are not bound exclusively by this MOU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.

IN WITNESS THEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

For and on behalf of

For and on behalf of

Polytechnic University

One Cainta College

of the Philippines

Dr. MANUEL M. MUHI

President

Dr. VICTORIA C. NAVAL OIC College Administrator

In	the	presence	of
111	LIIC	presence	vi

In the presence of

DR. ANNA RUBY P. GAPASIN VP for Research, Extension and Development DR. MARJAM. FATIMA O. GTA. ANA DIRECTOR, Office of Reyearch, Planning & Extension

ACKNOWLEDGMENT

Republic of the Philippines) GAINTARIZAL)	S.S.	
BEFORE ME, a Notary Pu ollowing persons who presented as indicated below:		_ personally appeared the etent Evidence of Identity,
Name	Government-issued ID	Issued at/on
Name .	Government-issued ID	Issued at/on

Known to me and to me known to be the same persons who executed the foregoing instrument and having acknowledged to me that it is their own, free and voluntary act and deed, and of the entity they respectively represent in this instance.

TO THE TRUTH OF THE FOREGOING, witness now my hand and seal on APR 15 2021 at CAINTARIZAL

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ATTY. CRISPING T. PABLO, JR.
Notary Public until accember 31, 2021
Commission No. 10-k1 / Roll No. 49638
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