MEMORANDUM OF AGREEMENT

BETWEEN

Davao del Sur State College (DSSC)

Ref.

and

Southern Philippines Agri-Business and Marine and Aquatic School of Technology (SPAMAST)

Ref.

and

Davao Oriental State University (DOrSU)

Ref.

and

Davao del Norte State College (DNSC)

Ref.

and

Davao de Oro State College (DdOSC)

Ref.

and

The Regional Centre for Tropical Biology (SEAMEO BIOTROP)

Ref. 227/MoA/11/2023

PERJANJIAN KERJA SAMA

ANTARA

Davao del Sur State College (DSSC)

Nomor:

dan

Southern Philippines Agri-Business and Marine and Aquatic School of Technology (SPAMAST)

Nomor:

dan

Davao Oriental State University (DOrSU)

Nomor:

dan

Davao del Norte State College (DNSC)

Nomor:

dan

Davao de Oro State College (DdOSC)

Nomor:

dan

The Regional Centre for Tropical Biology (SEAMEO BIOTROP)

Nomor: 227/MoA/11/2023

First Party	Second Party	Third Party	Fourth Party	Fifth Party	Sixth Party

Perjanjian Kerja Sama ini (selanjutnya disebut

This Memorandum of Agreement (hereinafter referred to as the "MoA") is made and entered into on this day of 10th day of February 2023 (hereinafter referred to as "the Effective Date") by and between:

Davao del Sur State College (DSSC) with office address in Brgy. Matti, Digos City, Philippines represented by its **President, Augie E. Fuentes** and hereinafter referred to as First Party/DSSC;

Southern Philippines Agri-Business and Marine and Aquatic School of Technology (SPAMAST) with office address in Poblacion Malita, Davao Occidental, Philippines represented by its **President, Ruth s. Lucero** and hereinafter referred to as Second Party/SPAMAST;

Davao Oriental State University (DOrSU) with office address Guang-guang, Mati, 8200 Davao Oriental, Philippines, Filipina represented by its **President, Dr. Roy G. Ponce** and hereinafter referred to as Third Party/DOrSU;

Davao del Norte State College (DNSC) with office address New Visayas, Panabo City, 8105 Davao del Norte, Philippines, Filipina represented by its **President, Dr. Joy M. Sorrosa** and hereinafter referred to as Fourth Party/DNSC;

Davao de Oro State College (DdOSC) with office address Purok 10, Poblacion, Compostela, 8803 Compostela Valley, Philippines Filipina represented by its **President, Dr. Christie Jean V. Ganiera** and hereinafter referred to as Fifth Party/DdOSC;

"MoA") dibuat dan ditandatangani pada tanggal 10th Februari 2023 ini (selanjutnya disebut "Tanggal Efektif") oleh dan antara:

Davao del Sur State College (DSSC), sebuah Universitas diwakili oleh **President, Augie E. Fuentes** dengan alamat kantor Brgy. Matti, Digos City, Philippines dan selanjutnya disebut Pihak Kesatu/DSSC;

Southern Philippines Agri-Business and Marine and Aquatic School of Technology (SPAMAST), sebuah Universitas diwakili oleh **President, Ruth s. Lucero** dengan alamat kantor Poblacion Malita, Davao Occidental Philippines dan selanjutnya disebut Pihak Kedua/SPAMAST;

Davao Oriental State University (DOrSU), sebuah Universitas diwakili oleh **President, Dr. Roy G. Ponce** dengan alamat kantor Guang-guang, Mati, 8200 Davao Oriental, Filipina dan selanjutnya disebut Pihak Ketiga/DORsU;

Davao del Norte State College (DNSC), sebuah Universitas diwakili oleh **President, Dr. Joy M. Sorrosa** dengan alamat kantor New Visayas, Panabo City, 8105 Davao del Norte, Filipina dan selanjutnya disebut Pihak Keempat/DNSC;

Davao de Oro State College (DdOSC), sebuah Universitas diwakili oleh **President, Dr. Christie Jean V. Ganiera** dengan alamat kantor Purok 10, Poblacion, Compostela, 8803 Compostela Valley, Filipina dan selanjutnya disebut Pihak Kelima/DdOSC;

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and

SEAMEO BIOTROP, the Regional Centre for Tropical Biology with principal address at Jalan Raya Tajur Km 6, Bogor, Indonesia represented by its Director, **Dr. Zulhamsyah Imran** and hereinafter referred to as Sixth Party/SEAMEO BIOTROP.

Now, therefore, in consideration of their mutual desire to collaborate, both First Party and Second Party, hereinafter referred to together as the "PARTIES" and individually as a "PARTY", hereby agree with the following general provisions and terms:

Article I – Basic Principle and Scope of Cooperation

In consideration of mutual interests based on the principles of equal rights, advantages, and accountability, the PARTIES agree to engage in the following areas of collaboration:

(1) Joint implementation of research activities on tropical forest and its related fields in a manner that will be mutually agreed upon by both parties;
(2) Provision of technical advice in research and development on tropical environment and its related fields;

dan

SEAMEO BIOTROP, Regional Centre for Tropical Biology dengan alamat di Jalan Raya Tajur Km 6, Bogor, Indonesia diwakili oleh Direkturnya, Dr. Zulhamsyah Imran dan selanjutnya disebut Pihak Keenam/SEAMEO BIOTROP.

Oleh karena itu, dengan mempertimbangkan keinginan bersama untuk bekerja sama, baik Pihak Kesatu maupun Pihak Kedua, selanjutnya secara bersama-sama disebut sebagai "PARA PIHAK" dan secara sendiri-sendiri sebagai "PIHAK", dengan ini menyetujui ketentuan-ketentuan umum berikut ini:

Pasal I – Prinsip Dasar dan Ruang Lingkup Kerja Sama

Dengan mempertimbangkan kepentingan bersama berdasarkan prinsip persamaan hak, keuntungan, dan akuntabilitas, PARA PIHAK setuju untuk terlibat dalam bidang kerja sama berikut:

(1) Pelaksanaan bersama kegiatan penelitian hutan tropis dan bidang terkait dengan cara yang akan disepakati oleh PARA PIHAK;
(2) Pemberian saran teknis dalam penelitian dan pengembangan lingkungan tropis dan bidang terkait lainnya;

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(3) Joint training programs, seminars, symposiums, and conferences on tropical forest ecosystem and conservation and other related fields;
(4) Joint publication of article, reports, and other scientific materials;
(5) Exchange of academic information, publications, materials and knowledge;
(6) Other forms of educational and scientific cooperation as may be mutually agreed by both Parties.

(3) Program pelatihan bersama, seminar, simposium, dan konferensi tentang ekosistem dan konservasi hutan tropis dan bidang terkait lainnya;
(4) Publikasi bersama artikel, laporan, dan bahan ilmiah lainnya;
(5) Pertukaran informasi akademik, publikasi, materi dan pengetahuan;
(6) Bentuk-bentuk kerja sama pendidikan dan ilmu pengetahuan lainnya yang dapat disepakati oleh PARA PIHAK.

Article II – Limitations

This MoA does not constitute binding commitment or obligation of either PARTY, nor does it entail any financial commitment for either PARTY. The implementation of each program based upon this MoA shall be negotiated and agreed upon by the Parties under separate agreement/s prior to the initiation of the particular program/s. The PARTIES shall have to execute separate memorandum of agreement for the joint implementation of specific activities to realize any of the areas of collaboration specified in Article I of this MoA. The memorandum of agreement shall define the specific terms of reference for Parties including among others, statements of funding provisions and cost sharing for each activity implementation.

Pasal II – Batasan

MoA ini bukan merupakan komitmen atau kewajiban yang mengikat dari salah satu PIHAK, juga tidak mengandung komitmen finansial apa pun bagi salah satu PIHAK. Pelaksanaan setiap program berdasarkan MoA ini harus dirundingkan dan disepakati oleh Para Pihak berdasarkan perjanjian terpisah sebelum dimulainya program tertentu. PARA PIHAK harus menandatangani perjanjian kerja sama terpisah untuk pelaksanaan bersama kegiatan-kegiatan khusus untuk mewujudkan salah satu bidang kerja sama yang ditentukan dalam Pasal I MoA ini. Perjanjian kerja sama harus menetapkan kerangka acuan khusus bagi PARA PIHAK termasuk antara lain, pernyataan penyediaan dana dan pembagian biaya untuk setiap pelaksanaan kegiatan.

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Article III - Ownership of Intellectual Outputs

All project outputs, discoveries or inventions produced from collaboration on research project shall be jointly owned by the Parties. The details of the terms and conditions concerning intellectual property rights shall be agreed upon by the Parties in subsequent specific agreement, subject to the Parties respective policy guidelines on the matter.

Pasal III - Kepemilikan Hasil Intelektual

Semua keluaran proyek, penemuan atau penemuan yang dihasilkan dari kerja sama dalam proyek penelitian harus dimiliki bersama oleh PARA PIHAK. Rincian syarat dan ketentuan mengenai hak kekayaan intelektual harus disepakati oleh PARA PIHAK dalam perjanjian khusus berikutnya, dengan tunduk pada pedoman kebijakan masing-masing PARA PIHAK mengenai masalah tersebut.

Article IV – Effectivity and Termination

This MoA shall come into effect upon signature of this document by authorized representatives of both institutions and shall remain in force for one (1) year thereafter unless terminated by either PARTIES by notification. The notification for termination of this MoA shall be made not later than six months prior to the termination date. Regardless of termination, the Parties shall continue to fulfill their obligations hereunder until all participants who have commenced the program have completed the term in session at the time of termination. This MoA may be modified at any time after due consultation between the Parties. Extension of this MoA maybe made by mutual written consent at least six (6) months in advance of termination date; otherwise, this would be automatically unenforceable after 1 year.

Pasal IV – Efektifitas dan Pengakhiran

Perjanjian kerja sama ini mulai berlaku pada saat penandatanganan dokumen oleh perwakilan resmi dari kedua institusi dan akan tetap berlaku selama 1 (satu) tahun setelahnya kecuali diakhiri oleh salah satu PIHAK dengan pemberitahuan. Pemberitahuan pengakhiran kerja sama ini harus dilakukan selambat-lambatnya enam bulan sebelum tanggal pengakhiran. Terlepas dari penghentian, PARA PIHAK akan terus memenuhi kewajiban mereka berdasarkan Perjanjian ini sampai semua Pihak yang telah memulai program telah menyelesaikan jangka waktu sesi pada saat penghentian. Perjanjian Kerja Sama ini dapat dirubah kapan pun setelah berkonsultasi dengan PARA PIHAK. Perpanjangan Perjanjian Kerja Sama ini dapat dilakukan dengan persetujuan tertulis bersama sekurang-kurangnya enam (6) bulan sebelum tanggal pengakhiran; jika tidak, Perjanjian Kerja Sama ini akan secara otomatis habis masa berlakunya setelah 1 tahun.

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Article V – Dispute Resolution

Should any uncertainties in the interpretation and implementation of this MoA arise, the Parties shall confer with each other to reach mutual solution or amicable settlement

Pasal V – Penyelesaian Sengketa

Apabila timbul ketidakpastian dalam penafsiran dan pelaksanaan Perjanjian Kerja Sama ini, PARA PIHAK akan saling berunding untuk mencapai musyawarah mufakat atau penyelesaian secara damai.

SIGNED BY:

For and behalf of
Davao del Sur State College

AUGIE E. FUENTES, PhD
College President

Date:

For and behalf of
SEAMEO BIOTROP

ZULHAMSYAH IMRAN, PhD
Director

Date:

For and behalf of
Southern Philippines Agri-Business and Marine and Aquatic School of Technology (SPAMAST)

RUTH S. LUCERO, Ph.D
College President

Date:

For and behalf of
Davao Oriental State University (DOrSU)

ROY G. PONCE Ph.D
University President

Date:

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For and behalf of
Davao del Norte State College
(DNSC)

JOY M. SORROSA Ph.D
College President

Date:

For and behalf of
Davao del Norte State College
(DdOSC)

CHRISTIE JEAN V. GANIERA, Ph.D
College President

Date:

WITNESSES:

FOR DSSC:

MARK JUDE F. TRONDILLO, PhD
Director, Research Development and Innovation

FOR SEAMEO BIOTROP

DR. PERDINAN
Deputy Director Administration

FOR SPAMAST:

GRACE D. BUENCILLO, DBA
Vice President for Academic Affairs

FOR CHED:

COMMISSIONER ALDRIN A. DARILAG
Chair-designate, Board of Regents/Trustees
Commissioner, Commission on Higher Education

FOR DOrSU:

MISAEL B. CLAPANO, PhD
Vice President for Research, Innovation and Extension

FOR DNSC:

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FOR DdOSC:

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