

MEMORANDUM OF UNDERSTANDING

Know All men By These Presents:

This Memorandum of Understanding, is made and entered at City of Manila, Philippines by and between:

NATIONAL UNIVERSITY, a private educational institution duly organized and existing under Philippine Laws with principal office at 551 M. F. Jhocson St. Sampaloc, City of Manila, Philippines, herein represented by its Executive Vice President, Dr. Rosauro E. Manuel, and hereinafter referred to as "NU or the First Party",

-and-

CTI ENGINEERING INTERNATIONAL CO., LTD. (ORTIGAS PROJECT OFFICE), a corporation duly organized and existing under Philippine Laws with principal office at Unit 3001A West Tower, Tektite Tower, Exchange Road, Ortigas Center, Pasig City, herein represented by its Project Director, Mr. Hitoshi Shimokochi, and hereinafter referred to as "CTI Ortigas or the Second Party."

WITNESSETH: That-

WHEREAS, NU, in its efforts to make relevant its academic programs to the demands of modern industry, offers opportunities for industry-academe relations in ways that enable continuing curriculum development, faculty training and development, project development, and research opportunities for students and faculty, and student internship and job placement;

WHEREAS, CTI Ortigas, specializes in engineering consultancy and needs academic partners open to adopting new engineering concepts and processes in the curriculum and providing opportunities for students, faculty, and graduates to face the challenges of this new workplace.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties have agreed as follows:

1. Purpose

The Parties recognize the benefits of increased collaboration, cooperation, and interaction for the pursuit of knowledge and the culture of innovation-driven entities.

This MOU defines the areas for fundamental industry-university endeavors, to enhance opportunities for research, lectureship, sponsorship, endorsements, internship/externship, etc. which the Parties desire to work together for their mutual benefit to foster a collaboration framework between National University and CTI Ortigas with a view to benefiting from each other's initiatives and working procedures, and to support collaboration among the researchers and all the other participants, associated with both parties.

2. Scope

This MOU sets forth the intentions of the Parties for increased collaboration, cooperation and interaction and does not create any legally binding commitments. If the Parties later agree to undertake specific joint projects in the legally binding obligations, they will develop separate written agreements for such projects, setting out each Party's contributions, deliverables, budgets, etc.

The Parties intend to:

- 2.1 Pursue collaboration on fundamental, university endeavors related to various disciplines in engineering in the field of sewerage and drainage, disaster management, water resource management, etc.
- 2.2 Provide mutual access to relative information and facilities for the purpose of fundamental university endeavors such as advisory board membership, faculty immersion, international internships, student's apprenticeship, researcher-student opportunities, etc.
- 2.3 Encourage collaboration and cooperation of projects involving scientists, engineers, and other professionals and personnel from the institute and its network.
- 2.4 Offer a variety of exchange opportunities i.e., expert and faculty exchange, student internship, staff exposures, etc. with the aim of sharing and furthering the scientific and technical expertise of both Parties.
 - 2.4.1 The Hosting Party is the Party at whose site the collaboration will occur. The visiting Party is the Party whose endeavor is to travel to the Hosting Party's site for various forms of collaborations. The Visiting Party's participants, researchers, employees, students, are employees of the Visiting Party and shall always remain so during any collaborations. Under no circumstances will researchers of the Visiting Party be employees or agents of the Hosting Party.
 - 2.4.2 All proposed visits must be documented in a signed written agreement, which specifically sets forth all the requirements, commitments and obligations of the Visiting Party and the Hosting Party, including any issues regarding visits addressed in this MOU.
 - 2.4.3 The Hosting Party will be responsible for naming a collaboration within its institution as well as providing space and equipment for the participants of the Visiting Party. The Hosting Party will assist in making necessary administrative arrangements for the participants of the Visiting Party.
 - 2.4.4 Any collaboration results obtained during a visit will be set forth in a report that will be accessible to both Parties.
 - 2.4.5 Both Parties may freely use any collaboration results for publication or for other research purposes. Any such use by either Party must make explicit reference to the report as well as to both Parties involved in this MOU.

- 2.4.6 At the end of the visit, the researchers of the visiting party will give a seminar at the site of the Hosting Party on the results of the collaboration
- 2.4.7 The visiting party will comply with all the requirements, rules, and regulations of the Hosting Party, including safety, health, security, access, and operational practices, etc.

3. Costs

- 3.1 Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MOU. Where possible and appropriate, both parties may also seek funding for relevant collaborations from the institute, or from any government institution that may be equally interested.

4. General Provisions

- 4.1 As stated above, any specific joint projects with legally binding obligations will be set forth in separate written agreements.
- 4.2 Treatment of intellectual property rights developed through collaborations under this MOU will be determined between the Parties through mutual consultation and separate written agreements on a case-by-case basis.
- 4.3 The Parties shall not represent each other to be agents or representatives of each other.

5. Confidentiality

- 5.1 The Parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MOU.
 - 5.1.1 If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the Parties will enter into a written non-disclosure agreement.
 - 5.1.2 It is also understood and agreed that no information will be exchanged or disseminated under any collaborations pursuant to this MOU.
- 5.2 The Parties may release information about this partnership in any information or marketing material subject to prior written approval of both parties.

6. Duration

- 6.1 This MOU shall have a term of two (2) years, commencing on 21st of February 2023 and may be modified, renewed, or extended under such terms and conditions as may be agreed upon by the Parties. Each Party, however, shall have the right to terminate this Understanding, for any reason whatsoever, upon written notice of at least thirty (30) days prior to termination date.

IN WITNESS WHEREOF, the Parties have signed this Understanding on the date and place first above-mentioned.

NATIONAL UNIVERSITY

CTI ENGINEERING INTERNATIONAL
CO., LTD. – ORTIGAS PROJECT
OFFICE

By: 
DR. ROSAURO E. MANUEL
Executive Vice President

Date Signed: 3/2/23

By: 
HITOSHI SHIMOKOCHI
Project Director

Date Signed: 03/17/23

SIGNED IN THE PRESENCE OF


DR. GLENDORA V. TIU
Director

*Academe Industry Linkages and Placement
Office*

Date Signed: 2/21/23


JOSE NIÑO D. TABI
Project Manager

CTI Ortigas Project Office

Date Signed: 03/17/2023

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF MANILA

BEFORE ME, a Notary Public in **CITY OF MANILA**, Philippines, this **05 APR 2024** [Year], personally appeared the following:

<i>Name</i>	<i>Government-Issued ID Number</i>	<i>Validity Date</i>
DR. ROSAURO E. MANUEL.	Passport No. P8291175B	24 November 2031
MR. HITOSHI SHIMOKOCHI	Passport No. TS2411803	04 January 2029


Known to me and to me known to be the same persons who executed the foregoing instrument who acknowledged to me that the same is their own free and voluntary act and deed and that of the corporations represented.

This Memorandum of Understanding, consisting of five (5) pages, including the page where this Acknowledgement is written, has been duly signed by the parties and their witnesses, as well as on each page thereof.

WITNESS MY HAND on the date and in the place herein above written.

Notary Public

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Series of [2024]


ATTY. ROLAND E. LAS PIÑAS
Notary Public for Manila
Notarial Commission No. 2023/016
Until Dec. 31, 2024
Roll of Attorneys No. 84035
PTR No. 0822024/1-3-2023
IBP Membership No. 292700/1-5-2023
MCLE Exempted G.B.O. 1-s-2008
NU-CTI