

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding is made and executed this 2026
~~2025~~, in Kabacan, Cotabato, Philippines, by and between:

UNIVERSITY OF SOUTHERN MINDANAO (USM), a level IV state university created under Republic Act No. 763, Series of 1952, as amended and Presidential Decree No. 1312, Series of 1978 with principal office and postal address at Bai Matabay, Plang Avenue, Poblacion, Kabacan, Cotabato, Philippines, represented herein by its University President, **JONALD L. PIMENTEL, Ph.D.**, hereinafter referred to as "**First Party**";

and

The **ST. BEDE'S COLLEGE**, an international organization represented by its President, **PROF. SR. ROSILY T.L.**, of legal age, currently residing at Navbhahar, Chotta Shimla, Shimla, Himachal Pradesh 171002, India, hereinafter referred to as "**Second Party**".

Collectively, hereinafter be referred to as the "**PARTIES**".

WITNESSETH:

WHEREAS, in recognition of the currently established and positive relationship that has been developed between the **PARTIES** and in anticipation of the need to further strengthen this partnership in the future, the **PARTIES** have voluntarily decided to formalize initially the said partnership through the instant instrument;

WHEREAS, while the instant Memorandum of Understanding does not, at this juncture, strictly create binding or legal obligations on either of the **PARTIES**, it must be underscored that both, through their respective authorized representatives are enjoined to voluntarily ink out the specific details of the terms and conditions reflecting their intended goals and desired objectives in a separate **Agreement**;

WHEREAS, both **PARTIES** readily acknowledge the aforesaid noble endeavor for their mutual benefit as well as the respective institutions they represent herein while manifesting their willingness to mutually work together for the achievement of their common objective;

NOW, THEREFORE, for and in consideration of the foregoing premises, as well as the **PARTIES'** common interest in promoting the mutual cooperation in the field of education and research, while desiring to enhance their mutual cooperative educational exchange, both **PARTIES** hereto voluntarily commit to expand and enhance the degree of collaboration, cooperation and partnership between them through the following, to wit:

Article I: Purpose

The main purpose of this **Memorandum of Understanding (MOU)** is to develop mutual cooperation on the basis of equality and reciprocity as well as promote relations and mutual understanding between the **PARTIES**.

Article II: Scope of Cooperation

Both **PARTIES** hereby voluntarily undertake to promote and develop cooperation through the following; thus:

1. Exchange of personnel with relevant expertise for lectures, seminars, discussions, and cultural activities;
2. Participate in activities such as conference, workshops, publications and seminars;
3. Joint collaboration in the development of programs and learning content;
4. Joint research and development in areas of common interests; and
5. Cooperate and collaborate in other educational and academic exchanges to which the **PARTIES** mutually agree.

Article III: Financial Arrangement

Both **PARTIES** voluntarily and mutually agree that all specific arrangements and plans for activities to be undertaken as stated under the terms of this **Memorandum of Understanding (MOU)** and in such other **Agreements** to be executed later shall be subject to further negotiation, approval and availability of funds.

Article IV: Implementing Agreement

A detailed description of the scope of agreed activities shall be defined clearly in a separate **Agreement**, which constitutes an integral part of this **MOU** including but not limited to the following; thus:

1. Elaboration of the responsibilities of each institution for the agreed activities;
2. Schedules for specific activities;
3. Budget and sources of fund for each activity; and
4. Any other items deemed necessary for the efficient management of agreed activities.

Article V: Intellectual Property Rights and Publication

The **PARTIES** may share, utilize and publish data and information, while respecting patent rights pursuant to existing copyright laws, and other intellectual property rights.

Article VI: Settlement of Differences

The conflicting viewpoints or interpretations of this **MOU** shall be settled amicably by mutual consultation, arbitration or negotiation with reference to the rules on conflict of laws. It is agreed between the **PARTIES** that the applicability of this provision relating to choice of law and venue is limited to this **MOU** only and shall not be considered as a precedent for the binding agreement/s to be entered into by the **PARTIES** for implementation of one or more of the identified areas of cooperation as specified in this **MOU**. The choice of law and venue in respect of the binding agreement/s shall be mutually agreed.

Article VII: Amendments, Duration and Termination

1. Any amendments to this **MOU** can only be done by mutual consent of the **PARTIES**.
2. This **MOU** shall take effect immediately on the date of its execution and shall remain valid for the duration of three (3) years from the date of execution and shall be automatically renewed on an annual basis thereafter, unless terminated or replaced with a new **MOU**.

3. On justifiable grounds, this MOU may be terminated by either of the **PARTIES** by written notice at least three (3) months, or ninety (90) days, prior to the intended date of termination. This written notice of termination shall not affect the programs currently underway and these programs shall be allowed to continue until their completion.

ARTICLE VIII: SEPARABILITY CLAUSE

Should any provision or stipulation herein be subsequently declared invalid, unconstitutional by the court of competent jurisdiction with finality, the same shall not affect the validity or legality of the other provisions or stipulations hereof.

IN WITNESS WHEREOF, the parties have hereunto voluntarily set their respective hands this _____, 2025 at _____, Philippines.

**UNIVERSITY OF SOUTHERN
MINDANAO (USM)**

First Party

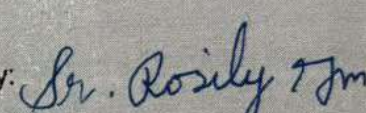
Represented by:


JONALD L. PIMENTEL, Ph.D.
University President

ST. BEDE'S COLLEGE

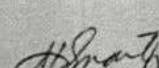
Second Party

Represented by:


PROF. SR. ROSILY T.L.
Principal

**Officiating Principal
St. Bede's College
Shimla - 2**

Signed in the presence of:


NERGE D. MARTINEZ, Ed.D.
Dean, ISPEAR


RUBEN L. TAGARE, JR., Ph.D.
Faculty Member, ISPEAR

ASHWANI KUMAR, Ph.D.

