MEMORANDUM OF UNDERSTANDING

Entered into and agreed on this **19th** day of **September 2022** between and among Higher Education Institutions in Philippines and Turkey

UNIVERSITY OF THE PHILIPPINES-VISAYAS a state/public university established in 1947 , represented by its **Chancellor, PROF. DR. CLEMENT C. CAMPOSANO,** with main office address at University of the Philippines Visayas Miagao, Iloilo 5023 Philippines

And

CANAKKALE ONSEKIZ MART UNIVERSITY a government/state university duly organized under the laws of the Republic of Turkey, with office address at Terzioglu Campus, 17010, Canakkale,Turkey herein represented by its **Rector, PROF DR.SEDAT MURAT.**

WITNESSETH

WHEREAS, the Philippine and Turkish Universities desire to enter into collaborative arrangements to enhance its research capabilities, international relevance, academic programs, knowledge exchange, and research;

WHEREAS, the Council of Higher Education (YÖK) of the Republic of Turkey and the Commission on Higher Education (CHED) of the Republic of the Philippines forged a 'Memorandum of Understanding for Cooperation on November 21, 2018, which provided the legal framework on the international cooperation in the Higher Education between Philippines and Turkey on matters related to academic programs, joint scientific projects, and technology development, which will be conducted jointly between and among public universities of both countries;

NOW, THEREFORE, in consideration of the mutual desire to collaborate in the higher education programs, the Philippine and Turkish Universities, hereinafter referred to together as the "Parties", hereby conclude this Memorandum of Understanding (MoU) with the following general provisions and terms:

ARTICLE 1. COLLABORATION

The Parties will work collaboratively, insofar as their administrative laws and regulations, fiscal policies, and other limitations or constraints allow, in the following scope of cooperation:

a. Joint development of research projects and applications for research funding;

b. Cooperation and support for mutually beneficial research, collaborations, technology transfer, and training projects;

c. Sharing of academic and research facilities and infrastructures that will be mutually agreed upon by the collaborating parties;

d. Development and realization of transnational educational programs in the higher education, such as double degree program, joint degree, twinning arrangement, and other similar educational programs, which will be mutually developed and agreed upon by the Parties;

e. Provision of technical advice in research, innovation, and technology, particularly in fisheries, forestry and environmental sciences, agriculture, and other related fields;

f. Joint organization and implementation of scientific conferences and symposiums, seminars, and panel discussions;

g. Joint publication of articles, reports, and other scientific materials;

h. Exchange of research information, publications, materials and other similar knowledge products;

i. Faculty and student mobility, exchange of research faculty, staff and student assistants, and internships;

j. Other forms of research and scientific cooperation as may be mutually agreed upon by both Parties.

ARTICLE 2. LIMITATIONS AND IMPLEMENTATION

This general agreement articulates the intentions of the Parties to work cooperatively, but does not create neither legally binding commitments nor does it entail any financial obligations of the Parties in this agreement. Should the Parties agree, at any stage following the signing of this general agreement, to undertake and implement any of the scopes of cooperation as enumerated under Article 1 hereof, the implementation of each program or project shall be negotiated and agreed upon by the collaborating parties under a separate Memorandum of Agreement (MoA). The separate MoA shall clearly indicate the scope of activities, work and financial plan, obligations of parties, documentary requirements, and other terms and conditions deemed appropriate in the implementation of the programs or projects. It is understood that each and every activity undertaken under the agreement shall be approved by the appropriate officials of each institution. Nothing in this general agreement restricts the right of any Party to enter into agreements with other organizations or entities for any purpose.

ARTICLE 3. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

The Parties of this agreement agree that all collaboration programs, joint research, and activities pursuant to the implementation of the scope of cooperation under Article 1 shall be

done or implemented in accordance with all applicable laws, regulations and guidelines of the country and university policies and regulations where the activity is conducted.

ARTICLE 4. COORDINATION AND NOTICES

Each institution appoints a coordinator for the implementation of this MoU, who shall be responsible for defining and organizing the programs to be undertaken and for interaction among the different concerns and proper authorities who will be involved in the implementation of this general agreement. All notices and correspondence in relation to this agreement shall be in writing addressed to the following coordinators during his/her incumbency in that position:

University Of The Philippines-Visayas	Name: Harold M. Monteclaro Position:Vice Chancellor for Research and Extension Address: OVCRE, UP Visayas, Miagao, 5023 Iloilo Email: hmmonteclaro@up.edu.ph Phone: 033-3158382
Canakkale Onsekiz Mart University	**International Relations Office:** Name: Mr. Hakan Basaran Position: International Relations Officer Address: Terzıoglu Campus Siyasal Bilgiler Fak, Zeim Kat 17020 Canakkale, Turkey Email: cooperation@comu.edu.tr Phone: +90 286 218 100 18/ Ext 12009 **Faculty of Fisheries :** Name: Prof. Dr. Umur Önal Position: Lecturer & Contact Person Address: Faculty of Marine Sciences and Tech. Terzioglu Kampusu, 17020 Canakkale, Turkey Email: umuronal@comu.edu.tr Phone: +90 286 218 0018, Ext 1570

ARTICLE 5. TERM, TERMINATION, SURVIVAL, AND RENEWAL

This general agreement shall be effective for a period of five (5) years from the date of its signing. However, each signing institution may terminate this Agreement on written notification. Such notification must be given at least six (6) months prior to the proposed date of termination. If the present agreement is terminated, both parties must guarantee to facilitate the completion of the projects and initiatives already in progress.

Following the expiration of this agreement, any Party may renew this general agreement by sending a written notice to all Parties indicating its intention to renew this agreement with or without modification or amendment. Any modification or amendment

shall be mutually discussed and agreed upon by all collaborating Parties. It is understood that the renewal of the agreement is sanctioned by proper authorities of the university, based on its existing policies and regulations.

ARTICLE 6. AMENDMENT

This MOU may be amended or modified may be done by mutual written consent of the Parties and signed by the representative of each Party, which amendment or modification shall be reflected in this agreement as Annexes.

ARTICLE 7. DISPUTE RESOLUTION

In the event of uncertainties in the interpretation and implementation of this MoU, the Parties shall confer with each other to reach a common understanding on the issues and concerns arising from this agreement and amicably settle the issues or problems. Any legal proceedings arising from a dispute will be conducted in accordance with the domestic or local laws where the dispute occurs.

IN WITNESS WHEREOF, the Parties hereunto have executed this Memorandum of Understanding on the year and date first written above.

For and in behalf of **UNIVERSITY OF THE PHILIPPINES-VISAYAS**

PROF. DR. CLEMENT C. CAMPOSANO
Chancellor , (*University of the Philippines-Visayas)*

Date: 19.09.2022

For and in behalf of **CANAKKALE ONSEKIZ MART UNIVERSITY**

PROF. DR. SEDAT MURAT
Rector, (*Canakkale Onsekiz Mart University)*

Date: 19.09.2022