MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding, hereinafter referred to as MOU is made and entered into by and between:

The **WORLD WIDE FUND FOR NATURE (WWF) - PHILIPPINES,** a non-stock, non-profit corporation duly organized and existing under Philippines law, with principal office located the 4th Floor, JBD Plaza, 65 Mindanao Avenue, Quezon City, represented in this act by its Executive Director, **MS. KATHERINE CUSTODIO,** hereinafter referred to as "**WWF-Philippines"**

and

The **SAINT MARY'S UNIVERSITY** with office address at Bayombong, Nueva Vizcaya, represented herein by its University President, **DR. JOHN OCTAVIOUS S. PALINA,** hereinafter referred to as **"SMU"**

RECITALS:

WHEREAS, this agreement seeks to implement the Education for Sustainable Development projects in collaboration with SMU which is hereinafter referred to as the **"Project"**.

WHEREAS, the **Project** is in support of Republic Act 9512*: Environmental Awareness and Education Act of 2008*, which aims to integrate environmental education in the school curricula at all levels, whether public or private, including in barangay daycare, preschool, non-formal, technical vocational, professional level, indigenous learning and out-of-school youth courses of programs.

WHEREAS, Environmental education shall encompass environmental concept and principles, environmental laws, the state of international and local environment, local environment best practices, the threats of environmental degradation, and its impact on human well-being, the responsibility of the citizenry to the environment and the value of conservation, protection and rehabilitation of natural resources and the environment in the context of sustainable development.

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WHEREAS, the implementation of the **Project** aims to support the law by conducting capacity building through trainings, seminars, workshops on environmental education, development and production of environmental education materials, for teachers, staff, students, student organizations, partner communities/schools and other stakeholders.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants set forth herein, WWF-Philippines and SMU hereby have agreed as follows:

ARTICLE I
RESOURCES

The **Project** is a collaboration of WWF-Philippines and SMU and will be implemented through cost sharing between the concerned parties.

WWF-Philippines will provide the following resources: module development, learning experience design, consultation and expert resources.

SMU will provide the following: expert resources on venue and logistics for onsite activities (including transportation, and accommodation if needed) and digital platforms for online activities, consultation and expert resources.

ARTICLE II
ROLES AND RESPONSIBILITIES OF THE PARTIES

WWF-Philippines shall:

1. Collaborate with SMU on the creation of the framework and program design and toolkits.
2. Enhance capacity of teachers in the integration of environmental education in classroom discussions;
3. Enhance capacity of students, student leaders and student organizations on environment education;
4. Provide resource speakers in the conduct of conferences/symposia/fora relative to environmental education;
5. Provide suggestions for content for information, education and communication materials.

SMU shall:

1. Apply for CPD points for the conduct of conferences/symposia/fora relative to environmental education;
2. Provide active participation of faculty and students to participate in the conference/seminar/fora relative to environmental education;
3. Collaborate with WWF on the creation and implementation of modules;

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4. Provide venues, equipment and other resources for the conduct of the **Project**;

ARTICLE III
CONFIDENTIALITY AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

Any intellectual property existing at the time of the execution of this contract shall remain with their existing owners.

All materials bearing the Panda logo shall be subject to WWF-Philippines approval prior to release.

Materials developed jointly by WWF-Philippines and SMU are jointly owned by WWFPhilippines and SMU and will be shared solely for the purpose of the **Project**; and for other purposes that will advance the Education for Sustainable Development (ESD) program of WWF-Philippines and SMU;

ARTICLE IV
AMENDMENTS

This MOU may be revised, modified or amended, in whole or in part, by consensus of the Parties. Any revision, modification or amendment agreed upon by the Parties shall be in writing and shall form part of this MOU. Such revision, modification or amendment shall come into effect on such date as may be determined by the Parties.

ARTICLE V
MONITORING AND EVALUATION

The parties involved shall conduct a regular consultative meeting for monitoring and as an avenue to discuss important issues and concerns that may arise during the implementation of the project. The parties involved shall mutually agree on the frequency, date and time of the meeting.

ARTICLE VI
VALIDITY

This agreement shall take effect immediately upon signing by the parties and will remain in full force until 31 July 2025, the end of AY 2024 - 2025.

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ARTICLE VII
TERMINATION

Either party may terminate this Agreement in writing with immediate effect for any reason effective thirty (30) days upon receipt of written notice for any the following reasons:

a) in the event that the other party commits or permits any material breach of the terms of this Agreement
b) if such breach is capable of being remedied, but fails to remedy such breach within thirty (30) days after receiving written notice

ARTICLE VIII
SETTLEMENT OF DISPUTES

Any dispute or conflict in the interpretation and implementation of any of the provisions of this MOU shall be settled amicably through consultation and negotiation among the Parties.

In the event of suit, the parties agree to settle the case via mediation, within 10 days from receipt of the Notice to Mediate. In the event that the issue remains unresolved within 10 days from start of Mediation, the parties agree to submit to Arbitration under the rules of the Philippine Dispute Resolution Center, and for the constitution of an Arbitral Panel of 3, to be selected under the current PDRC rules.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, as of this ___day of _____, 2024.

JOHN ACTAVIOUS S. PALINA, PHD, DBA
University President
SMU

KATHERINE CUSTODIO
Executive Director
WWF-Philippines

Witnessed by:

CHRISTOPHER ALLEN S. MARQUEZ
Director, LMCDAC
SMU

DINO CALDERON
Program Manager, ESD
WWF-Philippines

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES (_____)S.S.

BEFORE ME, a Notary Public for and in _____, on this _____day of _____appeared:

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE/EXPIRY
KATHERINE CUSTODIO	Passport Number: P9471228B	April 1, 2022 / DFA Manila
JOHN OCTAVIOUS S. PALINA	106-651-097-000	11 July 2017 / Nueva Vizcaya

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

This instrument refers to a Memorandum of Understanding consisting of four (4) pages including this where the Acknowledgement is written, signed by the parties and their instrumental witness on each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL

Doc. No. :
Page No. :
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Series of 2024