

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding is made and entered into by and among:

The Philippine Institute of Chemical Engineers – CAMANAVA Chapter, a duly recognized chapter of the Philippine Institute of Chemical Engineers, Inc. - the only accredited Professional Organization recognized by the Professional Regulation Commission for Chemical Engineers, with principal office at Unit 2015 Cityland 10 Tower 2 Condominium, H. V. de la Costa St., Ayala North, Makati City and hereafter referred to as “PIChE-CAMANAVA Chapter” represented by the Chapter President Joshua Bon Roco,

and

The INSTITUTIONAL PARTNER COMPANY NAME with principal office at _____ represented by its President/Authorized Representative, _____ and hereafter referred to as _____.

and

hereafter referred to as the “INSTITUTIONAL PARTNER”.

WITNESSETH

WHEREAS, Article III Section 1 of PIChE-CAMANAVA Chapter Constitution and By-Laws recognizes Institutional Partners as a government or private entity, either a corporation, partnership or single proprietorship committed in supporting the mission and vision of PIChE-CAMANAVA Chapter.

WHEREAS, PIChE-CAMANAVA Chapter board of directors has decided and agreed to explore embarking into accepting Institutional Partners with recognized entities who are willing to support the advocacies of the chapter and enter into a common understanding of responsibilities in order to attain goals and objectives mutually beneficial to both parties.

The PIChE-CAMANAVA Chapter shall be designated to identify, receive and process the recruitment of Institutional Partners and implementation of the herein Guidelines. PIChE-CAMANAVA thru its designated committees shall undergo preliminary exploratory talks with potential ‘Institutional Partners’ and recommend approval of the partnership agreement. Processed invitations shall be submitted to the PIChE-CAMANAVA Board for its approval on the authentication and registration of the Institutional Partners.

WHEREAS, PIChE-CAMANAVA Chapter has been deputized by PIChE to search, evaluate and recommend Institutional Partners.

WHEREAS, the Institutional Partner, a company or individual engaged in legal business activities has been selected and approved by the Chapter to have mutually beneficial activities to attain goals and objectives relevant to both parties.

WHEREAS, all parties are willing to extend their full cooperation for the effective execution of this agreement.

NOW THEREFORE, for and in consideration of the above premises and their mutual covenants herein set forth, the parties hereto agreed on the following terms and conditions:

I. The PIChE-CAMANAVA Chapter shall:

- a. Invite the Institutional Partner to participate in activities or projects initiated by PIChE-CAMANAVA Chapter
- b. Offer related sponsorship options to the Institutional Partner to enhance participation in chapter activities or projects
- c. Post the logo of the Institutional Partner at the website page of the PIChE-CAMANAVA Chapter
- d. Activate linkage to the website of the Institutional Partner when agreed upon by both parties subject to defined conditions
- e. Acknowledge the participation of the Institutional Partner in activities or projects as agreed upon by both parties
- f. Include the Institutional Partner in the list of stakeholders of PIChE-CAMANAVA Chapter
- g. Invite the Institutional Partner to participate in public hearings that may serve relevance to both parties
- h. Provide technical or managerial expertise it may want to share in relation to activities or projects agreed upon by both parties

II. The Institutional Partner shall:

- a. Provide their logo and authorize posting it at the PIChE-CAMANAVA Chapter website
- b. Inform PIChE-CAMANAVA Chapter its intention to participate in activities or projects
- c. Participate as sponsor in activities or projects it finds relevant and beneficial to the institution
- d. Invite PIChE-CAMANAVA Chapter to its projects or activities
- e. Provide technical or managerial expertise it may want to share in relation to activities or projects agreed upon by both parties
- f. Identify key persons to coordinate with the chapter
- g. Submit relevant documents to show proof as legal entity

III. GENERAL CONDITIONS:

- a) The PIChE-CAMANAVA Chapter reserves the right to identify, screen and enter into partnership agreements with institutions it may deem in congruence with its mandate and objectives.
- b) No modification or alteration of any part of this Agreement shall be considered as having been made unless executed in writing and duly signed by the parties hereof:
- c) Neither of the parties shall be liable in any way for failure to observe or perform any provision hereof if such failure shall be caused by any laws, rule or regulation of any constituted public authority or shall be to any cause beyond the control of the party in default; and
- d) Any dispute or differences that may arise in the course of implementation of this project or the interpretation of the provisions of this agreement shall be resolved by parties thru mutual consultations and in good faith. Failing on this, the parties agree to settle said dispute thru third-party arbitrator mutually acceptable to both; court action may only be resorted to in case of irreconcilable differences.
- e) Termination of the partnership agreement may be initiated by any party and shall be executed in writing and duly signed by the parties hereof.

IV. PERIOD OF AGREEMENT:

This Agreement shall take effect upon signing of all parties and shall remain enforced for a period of two (2) year unless terminated as provided in III e.

IN WITNESS HEREOF, the parties have hereunto affixed their signatures this _____ day of _____, 2020 at the _____.

PIChE-CAMANAVA CHAPTER

INSTITUTIONAL PARTNER

AKNOWLEDGMENT

Republic of the Philippines)
City of _____) S.S.

BEFORE ME, a Notary Public for the City of _____,
this _____ day of _____, personally appeared the
following:

Name	Res. Cert. No.	Date/Place of Issue
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both known to me to be the same person who executed the foregoing Agreement consisting of six (6) pages including this page whereon this acknowledgment is written and signed on each and every page hereof by the parties and their instrumental witnesses and acknowledged as the entities represented.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2006