

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is made and executed by and between:

Asian iNstitute for Environmental Research and enerGY, hereinafter referred to as “**A.ENERGY**”, an institution organized and existing under the laws of Korea with principal office at University of Incheon, 119, Academy Street, Yeonsu-gu, Incheon R.O.K, herein represented by its **Director, Dr. Heekwan Lee**;

-and-

MAPUA INSTITUTE OF TECHNOLOGY, hereinafter referred to as “**MAPUA**”, an educational institution organized and existing under the laws of the Philippines, with principal office at Muralla Street, Intramuros, Manila, Philippines 1002, herein represented its **President, Dr. Reynaldo B. Ve**a;


(each referred to as the “**Party**” or collectively as the “**Parties**”)

-WITNESSETH: That-

WHEREAS, the **Parties** understand the necessity of mutual cooperation and exchange of ideas to work together on environment related issues and to promote and develop renewable energy resources for their mutual benefit;

WHEREAS, to achieve their common objective, the **Parties** recognizing the importance of good relations have agreed to enter into an agreement for the purpose of regular collaboration through meetings and information sharing.

WHEREAS, the **Parties** desire to collaborate through discussions, meetings, research, lectures, and seminars; distance learning for study and research, and other research activities and projects;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and undertakings hereinafter set forth, the parties have agreed as follows: 

I

1.1 This agreement covers the alliance between **MAPUA** and **A.Nergy** on the following activities:

- a) Exchange of environmental related information including academics and statistics for mutual benefit.
- b) Collaboration in environmental related activities or projects in the **Parties'** respective countries.
- c) Arranging joint seminars and symposia for environmental issues and climate change.
- d) Sharing of available technical and physical resources, experience for mutual benefit. (i.e, international training programs, distance learning programs, collaborative research)
- e) Discussion on the general issues raised by the Parties.


1.2 Parties may enter into subsequent agreements specifying the terms and conditions to implement the above-mentioned activities.

II

2.1 No modification or alteration of any part of this Agreement shall be considered as having made unless executed in writing and duly signed by the parties hereof.

2.2 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 to any cause beyond the control of party in default.

2.3 Any dispute or differences that may arise in the course of implementation or the interpretation of the provisions of this Agreement shall be resolved by the parties through mutual consultations and in good faith.

2.4 This agreement shall be valid and in effect for a period of five (5) years, reckoned upon signing of both parties, unless sooner terminated by either party with written notice of at least sixty days (60) prior to intended date of termination without prejudice to activities or obligations already contracted prior to serving the notice of termination. t. 

2.5 Any intellectual property resulting from this Agreement or any subsequent agreement specifying the terms and conditions for the activities herein covered shall be subject to the IP policies of both MAPUA and A. Energy which includes among others the following:

a) Any intellectual property which results from any sponsored research under this Agreement shall belong to the institution where the person is a faculty, student or member of, unless otherwise agreed upon by the parties, and unless otherwise specified in the institution's IP Policy.

b) In case there is research collaboration where there is significant contribution of either party, the institution concerned may agree in writing on joint ownership.

c) For non-sponsored research or activities undertaken under this agreement, the provisions of IP Policy of the particular institution concerned shall govern.

d) In case of conflict between the IP policies of MAPUA and A. Nergy, the Parties shall endeavor to resolve the matter amicably.

2.6 The parties may renew this Agreement under the same or modified terms and conditions, as may be agreed upon by the parties, by serving written notice of renewal upon the other party by at least thirty (30) days prior to the expiration of the original term hereof.

IN WITNESS HEREOF, the parties, through their respective representatives have signed this Agreement.

**Asian iNstitute for Environmental
Research and enerGY**

By:

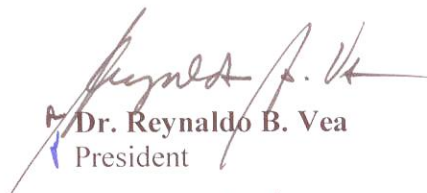


Dr. Heekwan Lee
Director

Date: 2/13/2013

**MAPUA INSTITUTE
OF TECHNOLOGY**

By:



Dr. Reynaldo B. Veja
President

Date: 11/21/2013