



MEMORANDUM OF UNDERSTANDING

between

MAPUA INSTITUTE OF TECHNOLOGY

and

DHI WATER & ENVIRONMENT

This is a document describing a framework of common understanding and does not replace legally binding contracts and agreements.

The Parties

This Memorandum of understanding (hereinafter referred to as Agreement) is between the following two organisations:

MAPUA INSTITUTE OF TECHNOLOGY

658 Muralla Street
Intramuros, Manila 1002
Philippines

and

DHI WATER & ENVIRONMENT

1 Cleantech Loop
#03-05 CleanTech One
Singapore 637141
Singapore



1. Preamble

It is recorded that:

- 1.1. Mapua Institute of Technology (MAPUA) is a premier institution of higher learning in the Philippines with established and well-recognized academic programs in Engineering, Architecture and Design, Science, Information Technology, Health Sciences, Multimedia Arts, Psychology, Business and Management, and various programs in Graduate School.
- 1.2. DHI Water & Environment (DHI) is an independent global, research and consulting organisation developing and applying advanced methods and technologies within water environments, including the MIKE Powered by DHI family of simulation software.

2. Duration, Renewal and Cancellation

- 2.1. This agreement shall commence on the Date of Signature and shall remain valid for a period of 5 years (unless cancelled before in accordance with Clause 2.2)
- 2.2. Notwithstanding the above either party may give written notice to terminate the agreement whereupon the agreement shall terminate two months following such notice. Written notice shall be sent to representatives responsible for management of this agreement.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. Any dispute or differences that may arise in the course of implementation or the interpretation of the provisions of this Understanding shall be resolved by the parties through mutual consultations and in good faith.
- 2.7. Any intellectual property resulting from this Understanding 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 DHI. In case of conflict between the IP policies, parties shall endeavour to resolve the matter amicably. P



3. Contacts

Both parties will nominate a representative responsible for the coordination of joint activities and the management of this agreement.

The representative at DHI will be:

Pierre Hoevelt, Regional Software Sales Executive and Head of The ACADEMY by DHI Singapore
Email: pih@dhigroup.com
Phone: +65 6777 6330

The representative at MAPUA will be:

Dr. Delia B. Senoro, International Linkage Officer for Research and Development
Email: dbsenoro@mapua.edu.ph
Phone: +63 2 2475000 local 5109

4. Software

DHI shall provide MIKE Powered by Software (hereafter referred to as MIKE or MIKE Software) as per the agreement under "Collaboration". The conditions of use of this software are in accordance with DHI's standard Software License Agreement.

5. Collaboration

With this agreement a number of collaboration points are included, all of which are beneficial to each party. It is the aim to implement these collaboration points in a suitable organic manner. Timelines for implementation are to be agreed on during our regular meetings subject to subsequent agreements which may be entered into specifying the terms and conditions for their implementation.

e

- 5.1. Regular meetings
 - 5.1.1. The parties are to meet twice a year to follow up on progress, future collaborations, and other relevant matters;
 - 5.1.2. Venue of meetings will be agreed by both parties
- 5.2. DHI to provide classroom labkit MIKE software
 - 5.2.1. Relevant software packages to be supplied on a network license
 - 5.2.2. The relevant software packages will be agreed upon at a later stage
 - 5.2.3. For educational purposes only
 - 5.2.4. The software is to be kept secured
- 5.3. MAPUA to use MIKE Software for classroom teaching
 - 5.3.1. The MIKE Software classroom labkits acquired, are to be included in the curriculum of relevant programs
 - 5.3.2. MAPUA must receive a training course on acquired software for relevant teachers
 - 5.3.3. Price for this course will be pure cost price
 - 5.3.4. DHI training material can be re-used by MAPUA for classroom teaching
- 5.4. Software sponsorship to PhD and MSc students with relevant research
 - 5.4.1. These sponsorships are evaluated and approved on a case by case basis



- 5.4.2. The supervisor is to contact and arrange agreement with DHI through the Mapua's Office of International Linkages for Research and Development (ILRAD)
- 5.4.3. Refer to Appendix 1 for Terms and Conditions
- 5.5. **Hosting and supervising support to research students and post docs**
 - 5.5.1. DHI agree to help supervise up to three PhD students from MAPUA with relevant research activities to DHI
 - 5.5.2. The scope of research and DHI's involvement' is to be agreed upon, on a case by case basis
 - 5.5.3. The PhD student may be invited to spend time at the DHI Singapore office at own cost
 - 5.5.4. Should it be required that Mapua PhD student to stay at DHI Singapore, then DHI shall cover all costs; duration of stay shall not exceed one year.
 - 5.5.5. Should it be required that the DHI supervisor is to visit Philippines, the student or MAPUA is to cover all costs involved
 - 5.5.6. The final responsibility for the MAPUA research student lies with the MAPUA supervisors and committee;
 - 5.5.7. Should DHI requires the services of post docs and other researchers; appropriate and approved compensation applies which shall be covered by a separate contract.
- 5.6. **Joint and/or collaborative research projects**
 - 5.6.1. This is to be scoped and agreed upon with DHI's R&D Research Centre Director and Mapua's ILRAD
 - 5.6.2. Relevance to DHI's and Mapua's research or software development and priority is required
- 5.7. **Joint and/or collaboration on commercial projects**
 - 5.7.1. DHI can support MAPUA in commercial projects
 - 5.7.2. Separate quotes and contracts are to be obtained
- 5.8. **Joint conferences and fora**
 - 5.8.1. Conferences, initiated by either MAPUA or DHI can be supported with presentations, lectures or key notes, and is hosted at MAPUA
 - 5.8.2. A mutual support for invites utilising relevant MAPUA and DHI network is encouraged
- 5.9. **Guest lecturing**
 - 5.9.1. DHI can give one-off guest lectures for students on applied modelling projects (or similar) up to twice a year
 - 5.9.2. For longer term lecturers, curriculum and payment must be agreed upon
- 5.10. **DHI training courses at MAPUA**
 - 5.10.1. MAPUA will help advertise DHI's training courses through website, newsletters, brochures and by other means
 - 5.10.2. MAPUA is to provide PC classroom facilities for DHI's external scheduled training courses, at no cost to DHI
 - 5.10.3. Up to 5 courses per year
- 5.11. **MAPUA Visual Arts Department**
 - 5.11.1. DHI encourage the Mapua ILRAD together with their Corporate Communications Office and/or Visual Arts Department to create marketing material on joint projects and/or events
 - 5.11.2. No confidential work may be advertised



6. Alterations

Should circumstances arise which call for modification of this agreement these may be made by mutual consent given in writing. Proposals in this respect from one party shall be given due consideration by the other party. ↗



7. Signatures

This agreement is designed to further enhance technologies, knowledge and knowledge sharing; and it is therefore with great pleasure that both parties sign this agreement to begin a mutual beneficial and prosperous relationship.

Signed on behalf of Mapua Institute of Technology

A handwritten signature in black ink, appearing to read 'Reynaldo B. Veal', written over a horizontal line.

Name: Dr. Reynaldo B. Veal, President
Date: 8 October 2015

Signed on behalf of DHI Water & Environment

A handwritten signature in black ink, appearing to read 'Matthew Jury', written over a horizontal line.

Name: Mr. Matthew Jury, Director
Date: 8 October 2015



ANNEX 1

Terms and Conditions for PhD and MSc software sponsorship.

The University agrees to be bound by the standard terms which are valid for all users of MIKE Powered by DHI Software and which are described in the MIKE Powered by DHI Software Licence Agreement, which is displayed during installation of all MIKE Powered by DHI Software products. **The MIKE Powered by DHI Software Licence Agreement forms an integral part of this Agreement.**

In addition, the University agrees to be bound by the terms specified below. These terms specifically limit the rights of the University to use the MIKE Powered by DHI Software and give DHI specific rights, should the University breach these additional terms.

Conditions of Use:

1. The University may apply the MIKE Powered by DHI licence(s) provided by DHI exclusively for work directly related to the User's thesis.
2. The term of use ends with the day of hand-in of the User's thesis or the day of viva voce.
3. The University may not copy the software or replicate/copy/bypass the dongle. The licence(s) may not be used for any commercial purpose, no matter whether related to the User's thesis or not. The software licence(s) may not be made available to third parties under any conditions.
4. The University understands and accepts that by breaching any of the conditions of this agreement, the University is violating the intellectual property rights of DHI. In case of breach of the agreement, DHI reserves the right to claim a fee corresponding to 150% of the full commercial price of the licence(s) up to a maximum value of EUR 100,000.00 excl. VAT (whichever is the lower) plus reasonable legal costs from the University.
5. Any breach of this agreement will be prosecuted. The University is responsible for any violations.

Responsibilities of the User:

6. User shall comply with Conditions of Use 1-5 listed above in order to limit the liability of the University.
7. User shall return the provided hardware dongle to DHI immediately at the end of the term of use.
8. User shall inform DHI immediately in case of changes regarding this agreement, including but not limited to changes in the title of thesis or premature ending of the work on the thesis.
9. If renewing the MIKE Powered by DHI licence(s), the User must provide an update on the thesis to DHI, and a new agreement must be signed. It is the responsibility of the User to initiate this.
10. For any written publications published or during verbal presentations, that include results derived from the MIKE Powered by DHI Software, DHI must be acknowledged for the sponsored MIKE Powered by DHI licence file(s).
11. After finishing the thesis, User agrees to provide DHI with a digital copy (PDF format) of the thesis. At the same time, User agrees to provide DHI with a one-page abstract of the thesis that DHI may publish with due reference to the original text and with author information. *JS*