

協議備忘錄

民國九十五年十月五日系務會議通過
民國九十五年十月三十一日行政會議通過

下列為雙方所協議事項：

此協議書備忘錄由以下雙方：

菲律賓大學自然科學資源研究所微生物研究和服務研究室（地址於 cor Quirino and Velasquez Sts, UP Diliman, 1001 Quezon City, Philippines）代表，所長 ERNELEA P. CAO，以下簡稱“NSRI-MRSL”

以及

台灣大學地質科學系代表，系主任陳宏宇（地址於台灣台北市羅斯福路四段一號），以下簡稱“NTUDG”

依據菲律賓大學 Diliman 分校和國立台灣大學訂定學術交流合作協議書之規範，發展合作關係以促進微生物資源保育和科學研究。

條文 1. 計畫描述

此計畫之說明、目的、方法和規劃詳列於附件一，並為此份協議備忘錄一部分。

條文 2. NSRI-MRSL 之權利與義務

NSRI-MRSL 應當：

- 2.1 提供獲得樣本採集和運輸許可相關文件申請協助
- 2.2 提供處理樣本所需之基本實驗室設備、器材和實驗用品
- 2.3 提供 Luzon 區域所選定之採集點的運輸工具
- 2.4 參與研究結果之發表著作
- 2.5 擁有樣本之部分使用權

條文 3. NTUDG 之權利與義務

NTUDG 應當：

- 3.1 採集於 Luzon、Visayas 和 Mindanao 等地不同熱泉之樣本
- 3.2 於 NSRI-MRSL 處理標本
- 3.3 於 NTUDG 和/或 NSRI-MRSL 分析標本
- 3.4 本計畫所獲得之標本、資訊/數據/材料，同意 MRSL 具有完整的使用權
- 3.5 提供處理標本所需之相關器材、化學藥品和試劑組

條文 4. 樣本和研究結果之所有權

- 4.1 樣本由雙方同等共享，但所有權仍屬於菲律賓政府。
- 4.2 本計畫之研究成果得共同發表於國際期刊。
- 4.3 將數據資料分享給第三者前，需事先徵得計畫主要研究群之同意

條文 5. 協議書效期

本協議備忘錄於雙方 (NSRI-MRSL 和 NTUDG) 簽署後生效，效期將持續三年。任一方終止，需於前一個月書面通知另一方。並於雙方同意之下進行年度回顧、檢討與修訂。

特此為證，吾等簽署於 2006 年 _____ 日 _____ 時，菲律賓之 _____

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** entered into by and between:

The Natural Science Research Institute, through its Microbiological Research and Services Laboratory (MRSL), University of the Philippines, with office address at cor Quirino and Velasquez Sts, UP Diliman, 1001 Quezon City, Philippines represented herein by its Director, ERNELEA P. CAO, herein referred to as “NSRI-MRSL”,

- and -

The NATIONAL TAIWAN UNIVERSITY, through its Department of Geosciences, with address at No. 1, Sec. 4, Roosevelt Road, Taipei, Taiwan 106, represented by its Chairman, **HONGEY CHEN**, hereinafter referred to as **“NTUDG”**,

Has been developed, in accordance with the prevailing Agreement for Academic Exchange and Collaboration between University of the Philippines Diliman and National Taiwan University, for mutual collaboration to promote conservation of microbial resources for scientific researches.

ARTICLE 1. PROJECT DESCRIPTION

The project description, objectives, methodology, and general plan are specified in Attachment 1, which forms an integral part of this MOA.

ARTICLE 2. RIGHTS AND OBLIGATIONS OF NSRI-MRSL

The NSRI-MRSL shall:

- 2.1 Provide assistance in securing documents pertinent to sample collection and export permits
- 2.2 Provide access to key laboratory facilities, laboratory supplies and equipment that will be used in the processing of samples.
- 2.3 Provide transportation in selected collection sites in Luzon area
- 2.4 Be involved in the authorship in publications resulting from the research
- 2.5 Have access on the collected samples

ARTICLE 3. RIGHTS AND OBLIGATIONS OF NTUDG

The NTUDG shall:

- 3.1 Collect the samples from different hot springs in Luzon, Visayas and Mindanao.
- 3.2 Process the samples in NSRI-MRSL.
- 3.3 Analyze the samples in NTUDG and/or NSRI-MRSL.
- 3.4 Allow MRSL complete access to specimens collected and to all information/data/materials generated from the project
- 3.5 Provide pertinent equipment, chemicals and test kits for the processing of the samples

ARTICLE 4. OWNERSHIP OF SAMPLES AND RESULTS

- 4.1 Samples will be equally shared by the Parties but shall remain as the property of the Republic of the Philippines.
- 4.2 Disclosure of results obtained from this project may take the form of joint publication in International journals.
- 4.3 Sharing of data to third parties shall be subject to approval between the Principal Investigators of the project.

ARTICLE 5. EFFECTIVITY AND DURATION OF THE AGREEMENT

This Memorandum of Agreement shall take effect upon its signing by the Parties, **NSRI-MRSL** and **NTUDG**, and shall remain in force for three (3) years, unless terminated by either one of the Parties, with one (1) month prior notice in writing to the other Party and subject to annual review and revision or modification upon mutual consent by the parties.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this ____ day of _____, 2006 at _____, Philippines.

**For the Natural Science
Research Institute:**

ERNELEA P. CAO
Director

**For the National Taiwan
University, Department of
Geosciences:**

Hongey Chen
Chairman

SIGNED IN THE PRESENCE OF:

MA. AUXILIA T. SIRINGAN
Supervisor, MRSL

Li-Hung Lin
Assistant Professor, Department
of Geosciences

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

BEFORE ME, this _____ day of _____, 2006 at _____ appeared personally DOMINGO F. PANGANIBAN, with Community Tax Certificate No. _____, issued at _____ on _____ and _____, with Community Tax Certificate No. _____ issued at _____ on _____ known to me to be the same persons executing the Memorandum of Agreement and they acknowledged to me that same is their voluntary act and deed.

IN WITNESS WHEREOF, they have hereunto signed their names on this Memorandum of Agreement, comprising of three (3) pages including this page, which bears my signature.

WITNESS my hand and seal on date and place aforesaid.

NOTARY PUBLIC

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