



# LEYTE STATE UNIVERSITY

6521-A Visca, Baybay, Leyte, Philippines

Office of the Secretary of the University  
and of the Board of Regents

EXCERPT FROM THE APPROVED MINUTES OF THE  
**15<sup>th</sup> LSU Board of Regents Meeting**  
16 March 2004 \* LNU, Tacloban City

Memorandum of Agreement (MOA) between the  
Leyte State University and the Foundation for the  
Advancement of Distance Education in the Philippines (FADEP)

**Board Resolution No. 32, s. 2004**


Approving the proposed Memorandum of Agreement (MOA) between the Leyte State University and the Foundation for the Advancement of Distance Education in the Philippines (FADEP), **PROVIDED, that**, the profit sharing is based on gross income, effective upon Board approval.

BOARD ACTION: **APPROVED**

Date : 16 March 2004

ATTACHMENT: Y

Certified True and Correct:

  
**DANIEL M. TUDTUD JR.**  
Board Secretary

cc: OP - ~~str~~ 6/29  
OVPAF - ~~cl~~ 6/29/04  
ISRDS - 8/15/04



## LEYTE STATE UNIVERSITY

6521-A Visca, Baybay, Leyte, Philippines

### Office of the University President

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16 March 2004


The Honorable Chairman and  
Members of the LSU Board of Regents

*Ladies/Gentlemen:*

I am hereby endorsing the **Memorandum of Agreement entered into by and Between Leyte State University (LSU) and the Foundation for the Advancement of Distance Education in the Philippines (FADEP)**. The parties agree to work together for the advancement of distance education in the locale areas of Leyte and around Philippines using state-of-the-arts facilities.

I am, therefore, recommending the same **FOR APPROVAL** by the Board of Regents.

Very truly yours,

  
PACIENCIA P. MILAN  
President

BOARD ACTION : \_\_\_\_\_  
DATE : 16 March 2004

wp # 12057  
12/2/03

## MEMORANDUM OF UNDERSTANDING

### KNOW ALL MEN BY THESE PRESENTS:

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 in the City of Manila, Philippines by and between:

The **FOUNDATION FOR THE ADVANCEMENT OF DISTANCE EDUCATION IN THE PHILIPPINES**, a non-governmental organization (NGO) a corporation duly organized and existing with SEC No. 200306165 and duly licensed to do business in the Philippines with principal office address at Unit 3C St. John's Building 7691 St. Paul St., San Antonio Village, Makati City, represented by its Chairperson and President **ENGR. ROMEO L. ZERRUDO** hereinafter referred to as the **FADEP**;

- and -

The **LEYTE STATE UNIVERSITY**, an institution of higher learning, duly organized and existing by virtue of RA 9158 with principal address at Visca, Baybay, Leyte represented by its President, **Dr. PACIENCIA P. MILAN**, and hereinafter referred to as **LSU**;

### WITNESSETH

**WHEREAS**, FADEP is a broadcast content provider which aim to promote, encourage, initiate, undertake, manage, enhance, expand and accelerate distance education programs and projects through broadcast medium design for educational upliftment and development for educational institutions both in urban and rural settings;

**WHEREAS**, pursuant to RA 9158, the LSU through the Institute for Strategic Research and Development Studies as Secretariat of the Local Consortium for Out-of-School Youth in Western Leyte is mandated to promote literacy to several towns;

**NOW THEREFORE**, for and in consideration of the foregoing premises and the covenant and stipulations hereinafter set forth, the parties have agreed, as they do hereby agreed as follows:

#### I. RESPONSIBILITIES OF FADEP

1. To offer assistance for the advancement of distance education to the farthest locales and around the Philippines, through its allied systems and non-traditional methods of instruction with the aid of the latest in electronics communication technology which may include supplying or granting of satellite equipment and unconventional power sources;
2. Provide the LSU with programming schedule of the video materials;
3. Provide services to include production, from conceptualization, to course module development, script to screen execution, to satellite broadcasting (uplink and downlink), to interactive cable TV network operations, text messaging and/or to internet access;
4. Can further provide sourcing of markets, funding/sponsorship for the ongoing and projected activities, as well as the latest technological equipment applicable where necessary, to ensure that distance education programs committed and up linked to the Satellite will be received and carried by its allied cable operators for their subscriber in their localities;
5. Use excerpts from the program(s), in any medium for the purpose of promoting the program(s) and for other non-commercial purposes.

## **II. RESPONSIBILITIES OF LSU**

1. Provide FADEP with list of material available for airing
2. Assign LSU staff to co-ordinate with FADEP;
3. Provide FADEP with the list of centers used for the program(s);
4. Provide FADEP the necessary footages;
5. Allows FADEP to used IT and audio visual resources for video production of educational materials;

## **III. OWNERSHIP**

All intellectual property rights of the video materials and plugs shall remain with the LSU.

## **IV. ROYALTY**

Should the chosen program garner sponsors or product placements, the LSU is entitled to 10% of the net income collected by FADEP;

## **V. EFFECTIVITY**

This Understanding shall take effect upon the date of signing thereof and shall remain in effect for one (1) year or until terminated by either the FADEP or LSU for any reason by giving the other party not less than thirty (30) days of prior written notice for termination. This is without prejudice however to any rights and liabilities that has occurred prior to date of termination.

**WHEREFORE**, the parties here have hereunto affixed their signatures this day of \_\_\_\_\_, 2003 in the City of Manila, Philippines.

**FOUNDATION OF ADVANCEMENT  
OF DISTANCE EDUCATION IN THE  
PHILIPPINES (FADEP)**

**LEYTE STATE UNIVERSITY (LSU)**

**ROMEO L. ZERRUDO**  
Founding Chair & President

**PACIENCIA P. MILAN**  
University President

Signed in the Presence of:

\_\_\_\_\_  
**WOLFREDA T. ALESNA**  
Director, R & E Technology  
Dissemination & Support Services

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF \_\_\_\_\_ ) S.S.  
CITY/MUNICIPALITY OF \_\_\_\_\_ )

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 2003 in the City/Municipality of \_\_\_\_\_, Philippines personally appeared **ENGR. ROMEO L. ZERRUDO**, with Community Tax Certificate No. \_\_\_\_\_, issued at \_\_\_\_\_ on \_\_\_\_\_ and **DR. PACIENCIA P. MILAN**, with Community Tax Certificate No. **10363405** issued at **Baybay, Leyte** on **January 3, 2003** respectively, known to me to be the same persons who executed the foregoing instrument, and they acknowledge to me that the same is their free act and deed.

This instrument, consisting of \_\_\_\_\_ pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixes my notarial seal the day, year and place above written.

\_\_\_\_\_  
Notary Public

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

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In the city of Manila, Philippines by and between

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- and -

Leyte State University, a State University duly organized and existing \_\_\_\_\_ with principal office address at VISCA, Baybay, Leyte, represented in this act by its President \_\_\_\_\_ hereinafter referred to as \_\_\_\_\_

### WITNESSETH

WHEREAS, FADEP is a broadcast content provider which aim to promote, encourage, initiate, undertake, manage, enhance, expand and accelerate distance education programs and projects through broadcast medium design for educational upliftment and development for educational institutions both in urban and rural settings;

WHEREAS, pursuant to R.A. 9158, the LSU through the Institute for Strategic Research and Development Studies as Secretariat of the Local Consortium for Out-of-School Youth in Western Leyte is mandated to promote literacy to several towns.

NOW THEREFORE, for and in consideration of the foregoing premises and the covenant and stipulations hereinafter set forth, the parties have agreed, as they do hereby agreed as follows:

#### 1. RESPONSIBILITIES OF FADEP

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Satellite will be received and carried by its allied cable operators for their subscriber in their localities;

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This UNDERSTANDING shall take effect upon the date of signing thereof and shall remain in effect of one (1) year or until terminated by either the FADEP or LSU for any reason by giving the other party not less than thirty (30) days of prior written notice of termination. This is without prejudice however to any rights and liabilities that has occurred prior to date of termination

WHEREFORE the parties here to have hereunto affixed their signatures this day of \_\_\_\_\_ 2003 in the city of Manila, Philippines.

For the FOUNDATION OF ADVANCEMENT  
OF DISTANCE EDUCATION IN THE  
PHILIPPINES (FADEP)

For LEYTE STATE UNIVERSITY  
(LSU)

**ROMEO L. ZERRUDO**  
*Founding Chair & President*

**PACIENCIA P. MILAN**  
*University President*

Signed in the Presence of:

*Distance Learning unit  
Funder or  
Luce*

### ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES  
CITY/MUNICIPALITY OF \_\_\_\_\_

BEFORE ME, this \_\_\_\_\_ day of (month, year), in the City/ Municipality of (province of signing), Philippines personally appeared ENGR. ROMEO L. ZERRUDO AND DR. PACIENCIA P. MILAN with Community Tax Certificate Nos. \_\_\_\_\_ and \_\_\_\_\_ issued at (place of issuance 1) and \_\_\_\_\_ on (date of issuance 1) and \_\_\_\_\_ respectively, known to me to be the same persons who executed the foregoing instrument, and they acknowledge to me that the same is their free act and deed.

The instrument, consisting of \_\_\_\_\_ pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses, and sealed with my notarial seal

IN WITNESS WHEREOF, I have hereunto set my hand and affixes my notarial seal the day, year and place above written.

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NOTARY PUBLIC