

**DECLARATION OF
COOPERATION ON STRATEGIC
STUDIES RESEARCH,
PUBLICATION, AND CAPACITY-
BUILDING**

KNOW ALL PERSONS BY THESE PRESENTS:

This Declaration of Cooperation (hereinafter as referred to as "Declaration"), is entered into this 8th day of August 2024 in Camp General Emilio Aguinaldo, Quezon City, Philippines by and between:

The ARMED FORCES OF THE PHILIPPINES, a government entity and bureau of the Department of National Defense, duly represented by its Chief of Staff, **GENERAL ROMEO S BRAWNER JR PHILIPPINE ARMY**, with office address at Camp General Emilio Aguinaldo, Quezon City, Philippines, hereinafter referred to as the "AFP";

AND

The "UNIVERSITY OF THE PHILIPPINES" the National University, created by virtue of Act No. 1870, as amended by Republic Act No, 9500, otherwise known as "The University of the Philippines Charter of 2008" through its constituent University at Diliman, with official address at Quezon Hall, U.P. Campus Diliman, Quezon City 1011, Philippines, represented herein by its President, **ATTY. ANGELO A. JIMENEZ**, hereinafter referred to as the "UNIVERSITY";

The AFP and the UP shall be hereinafter collectively referred to as the "Participants".

The purpose of this Declaration is to provide a framework for cooperation between the AFP and UP in order to foster the development of possible collaborative projects and activities in the field of strategic studies through research, publication, training, organizing conferences/fora/symposium/dialogues exchanges, and visits to be agreed upon by the parties and subject to the availability of funds.

The participants jointly understand that the cooperation projects and activities will be carried out by the AFP through the Office of Strategic Studies and Strategy Management (OSSSM) and the UNIVERSITY through the UP Center for Integrative and Development Studies (UP CIDS).

-WITNESSETH-

WHEREAS, the AFP, pursuant to its constitutional and statutory mandates, is committed to serve and protect the people, secure the sovereignty of the State and the integrity of the national territory; aligned with the AFP Transformation Roadmap, the AFP's end goal is to have an Armed Forces that promotes not only national security but, more importantly, human security. By assuming the wider concept of human security, the AFP shall be able to provide support in the nation-building effort of the National government, subservient to the theme of peace and development.

WHEREAS, UP as a national university, is a public institution of higher learning, and a community of scholars dedicated to academic excellence, honor, and service for the Filipino people. Through the UP CIDS, which was created through UP Executive Order 9 (1985), the University is at the forefront in developing, organizing, and managing research on issues of national significance, encouraging and supporting research and study on these issues,




securing collaborations with public and private entities in the production and open dissemination of research outputs and recommendations.

WHEREAS, affirming the common commitment of the Participants on capability development through educational excellence, international cooperation, and intellectual freedom;


WHEREAS, recognizing the importance and benefits of nation building and governance that may be realized through expanded communication on national, regional and international issues and provide support in the nation-building effort through the overall development of research and publications, intellectual exchange as well as sharing of educational and cultural resources;

WHEREAS, acknowledging the complimentary skills and knowledge of the Participants which are beneficial to them.

THEREFORE, in consideration of the foregoing premises, the Participants have jointly expressed their desire to engage in the following future areas of cooperation ("Areas of Possible Cooperation") subject to the execution and formalities of an appropriate Memorandum of Agreement and the accompanying Terms of Reference/Implementing Arrangements:



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- a. Formulating research projects, publications, and materials;
 - b. Soliciting articles for submission to the Philippine Journal of Public Policy (UP CIDS Publication) and Quarterly Digest (AFP OSSSM publication), subject to peer review procedures of each Participant;
 - c. Upgrading quality of Quarterly Digest (AFP OSSSM publication) submissions through UP CIDS guest-editorship and review pool;
 - d. Sharing technical expertise as resource persons and in organizing dialogues, fora, joint conferences, seminar workshops affecting the country, region and the world;
 - e. Personnel visits, exchanges and research fellowships; and
 - f. Co-developing new systems relevant to the mission of both Participants.

II. ROLE OF THE PARTICIPANTS:



A separate Memorandum of Agreement containing the Terms of Reference/Implementing Arrangement as Annex/es thereto shall be executed for purposes of establishing the parameters, crafting and drafting the provisions, working arrangements, and benefits and commitments of these Participants to cover the following activities:

The AFP OSSSM will:

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1. Provide venues for meeting, materials, and other support for the conduct of editorial board for quarterly publication of OSSSM Digest activities;
 2. Assist in the selection of subject matter experts and organizing dialogues, fora, joint conferences, seminar workshops;
 3. Handle the administrative arrangements and co-supervision of the participants in pre-joint activities/events;

4. Undertake regular monitoring, evaluation and reporting of outputs and outcomes of the pre-joint activities/events and participants; and

5. Introduce project-based research studies with the UP CIDS, pertaining to the policy and strategic working papers and quarterly theme for OSSSM digest publication

The UP CIDS will:

1. Engage the necessary resource speakers or experts as needed for the successful conduct of forums and workshops;

2. Introduce project-based research studies with the AFP, which may materialize into joint projects;

3. Solicit articles for submission to the Philippine Journal of Public Policy (UP CIDS Publication) from AFP personnel subject to peer-review procedures;

4. Provide UP CIDS guest-editorship and review of articles submitted for publication in the AFP-OSSSM Quarterly Digest;

5. Organize UP CIDS research output dissemination and capacity building activities related to strategic studies and security for AFP OSSSM personnel and affiliates; and

6. Host AFP personnel visits, exchanges, and research fellowships in UP CIDS

The Parties agree to carry out these activities following their respective policies and the implementation of any of the cooperative activities may be restricted depending upon the availability of resources and funds of the respective Participants.

III. AUTHORIZED REPRESENTATIVES

The Parties hereby designate the following persons as their respective Authorized Representatives, who will be responsible for the implementation or enforcement of this Agreement:


For the AFP: BRIGADIER GENERAL JOEL M PALOMA PA
Chief
Office for Strategic Studies and Strategy Management, AFP

For UP: Rosalie Arcala Hall, PhD
Executive Director
UP Center for Integrative and Development Studies

IV. INTELLECTUAL PROPERTY RIGHTS

1. The Participants will consult with each other in the sharing of intellectual Property Rights in relation to any project or activity carried out under a separate agreement from this Declaration.

2. In case an information is procured or obtained solely by efforts of only one Participant or on its behalf, such Participant will have the right to retain and utilize it for its benefits and purposes.



3. In the publication of work arising from a joint project of the AFP and the UNIVERSITY, both Participants will be acknowledged.

4. In case when materials are created or produced solely by or on behalf of either Participant, the producing or the principal Participant will hold exclusive intellectual property rights over the materials including the right to register the same in its name, to retain and exercise the same for its own purposes, and to exclude others from deriving benefits without prior written consent.

5. The AFP and the UNIVERSITY will discuss and agree on intellectual property rights for every project or activity that will be undertaken jointly.

V. GOOD FAITH

This Declaration is not a legally binding instrument; however, the Participants are expected to act in good faith with respect to each other's role under this Declaration and to adopt all reasonable measures to ensure the realization of the objectives of this Declaration with the end view of having the Areas of Possible Cooperation materialize into a formal and binding agreement.

VI. AMENDMENTS, REVISIONS, AND MODIFICATIONS

The provisions of this Declaration are a work-in-progress and may at all times be subject to amendments, modifications, or supplemental statements and counter-proposals duly made in writing. This Declaration is not a contract/agreement but an expression of interest of the Parties to execute mutually valid written agreement/s duly approved by their respective approving authorities and signed by their authorized representatives.

VII. SEPARABILITY

If any portion or provision of this Declaration is subsequently declared unconstitutional or void, the remaining portions or provisions thereof remains valid and effective until the attainment of the essential purpose of this Declaration.

VIII. DISPUTE RESOLUTION

In the event of a dispute arising from this Declaration, the Participants agree to work together to find a prompt and mutually acceptable solution within sixty (60) days from receipt of a notice of the existence of a dispute. In case of failure to reach an amicable settlement of the dispute within this period, the same shall be submitted to arbitration in accordance with the "Uniform Rules on Dispute Resolution under Presidential Decree No. 242, as amended, for Government Agencies and Instrumentalities and GOCCs" issued by the Department of Justice dated 26 September 2015, within thirty (30) days from receipt of written notification sent by the aggrieved Participant.

The Participants hereby agree that the venue of any judicial action shall be exclusively in the proper courts of Quezon City, both Participants expressly waiving all other applicable venues.



IX. DATA PRIVACY

The Participants mutually agree that they will process personal information and sensitive personal information in conformity with the provisions of Republic Act No. 10173 (Data Privacy Act of 2012) and all other applicable laws and regulations.

The Participants shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of personal information and sensitive personal information that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold said information under strict confidentiality at all times.

X. CONFIDENTIALITY

Both Participants undertake to observe the confidentiality and secrecy of documents, information, and other data received from or supplied to the other Participant during the period of the implementation of this agreement or any other agreements made pursuant to this agreement. The Participants agree that the provisions of this article shall continue to be binding between both Participants notwithstanding the expiration or termination of this Agreement.

XI. DURATION AND EFFECTIVITY

This Declaration is deemed as a continuing offer to engage and agree on the Areas of Possible Cooperation effective for two (2) years upon the date of signing of both Participants until the completion of their respective legal procedures in entering into a contract.

The extension of this Declaration is subject to joint or unilateral communication of both Parties. This Declaration may be deemed terminated, even without cause, by either Participant thirty (30) days after receipt of prior written notice to the other. Any termination should be without prejudice to the completion of any ongoing activity between the Participants.

IN WITNESS WHEREOF, the Parties have hereunto affixed their respective signatures this 8th day of August, 2024 at Quezon City, Philippines.

ARMED FORCES OF THE PHILIPPINES

UNIVERSITY OF THE PHILIPPINES

By:

By:

GEN. ROMEO S BRAWNER JR PA
Chief of Staff

ATTY. ANGELO JIMENEZ
President

Angelo Jimenez