

AFFILIATION AGREEMENT

(Affiliation of an Existing Student Organization)

This Affiliation Agreement ("Agreement") is entered into by and between:

TRANSPORTATION SCIENCE SOCIETY OF THE PHILIPPINES, INC., a private organization duly organized and operating under the laws of the Republic of the Philippines, with principal office address at the National Center for Transportation Studies, G. Apacible Street, UP Campus, Diliman, Quezon City, herein represented by its President, **MA. SHEILAH G. NAPALANG**, hereinafter referred to as "**TSSP**";

- and -

[NAME OF STUDENT ORGANIZATION], a student organization duly organized and officially recognized by the Higher Education Institution [as define under paragraph 1(c)], with address at [address of Student Organization], herein represented by its President, _____, and Vice-President, _____, hereinafter referred to as the "**Student Organization**".

TSSP and the Student Organization shall together be referred to herein as the "Parties", and each as a "Party".

WHEREAS, TSSP is a scientific and research society duly registered with the Securities and Exchange Commission (SEC) as a non-stock and non-profit corporation.

WHEREAS, one of TSSP's primary purposes is to contribute to the growth of transportation science and the development of sustainable transportation systems. It accordingly provides opportunities for the professional growth to its members, and expands the pool of transportation science experts through learning programs, researches, and publications;

WHEREAS, the Student Organization is an existing student organization that has been established in and officially recognized by the Higher Education Institution identified below;

WHEREAS, among the Student Organization's purposes are to: (i) develop and enhance its organization's and members' knowledge and understanding of transportation engineering, planning and science; (ii) enrich their member's learning and practical knowledge in transportation through linkage, exchange and collaboration with transportation experts, educators, practitioners and institutions; and (iii) engage in initiatives and undertakings that promote transportation science, justice, and safety;

WHEREAS, the affiliation of the Student Organization with TSSP will enable TSSP to reach more students, teachers and institutions in order to generate interest in transportation-related researches and specialization in order to broaden knowledge and the pool of experts. On the other hand, the Student Organization would benefit from the support and participation in the programs and activities undertaken by TSSP;

WHEREAS, in view of all the above, the Student Organization has applied for recognition by and affiliation with the TSSP;

NOW, THEREFORE, in view of the above, TSSP and the Student Organization hereby agree as follows:

1. Definitions

In this Agreement:

- (a) "Costs" shall mean all costs including the salaries of a Party's personnel or agents, regardless of any work or service rendered by such personnel or agents; overhead and office expenses for the maintenance and upkeep by a Party of its facilities, whether or not the same are used to carry out any of the objectives of this Agreement; national and local taxes or other government assessments and fees; and travel expense, out-of-pocket expenses, and any other internal costs and expenses, including but not limited to, the fees of their respective technical and financial advisers, lawyers and/or accountants, directly incurred or committed by such Party for the performance of its obligations pursuant to this Agreement.
- (b) "Faculty Advisor" means the faculty member of the Higher Education Institution officially designated, appointed, or chosen to provide advice, guidance and support to the Student Organization in relation to its purpose and activities. The Faculty Advisor shall be a full-time faculty member of the Higher Education Institution and shall have been designated, appointed or chosen as such according to the requirements and practices of the Higher Education Institution. The Faculty Advisor must also be a regular or lifetime member of TSSP.
- (c) "Higher Education Institution" means [name of the university or higher educational institution], which has officially registered and recognized the Student Organization as a student organization therein. The Higher Education Institution should be a state university or duly accredited by the Commission on Higher Education (CHED) as a university or higher education institution.

- (d) “Material Fact” means one where, had one Party known of such fact either during the negotiation or at any time during the effectivity or term of this Agreement, the other Party would not have entered into this Agreement.
- (e) “Officers” means the President and Vice President of the Student Organization who are signatories to this Agreement and their successors.
- (f) “Organization Documents” means the set of formal documents consisting of the constitution, charter, articles of organization, bylaws and/or equivalent documents serving as the highest governing documents of the Student Organization, which generally include the Student Organization’s name, address, purpose, structure, officers, membership qualifications and internal rules.

2. Purpose and Interpretation of the Agreement

2.1 The Parties entered into this Agreement in order to:

- (a) Formally recognize and establish the affiliation of the Student Organization with TSSP, subject to the terms and conditions herein;
- (b) Foster collaboration between the Student Organization and the TSSP in promoting and undertaking transportation-related programs, projects, activities and initiatives within and outside the Higher Education Institution; and
- (c) Provide for the rights and obligations of the Parties in relation to the affiliation.

2.2 In interpreting this Agreement, it is the intention of the Parties to acknowledge and recognize their affiliation and that membership in the Student Organization is separate and distinct from membership in TSSP. Nothing in this Agreement shall be construed as:

- (a) Manifesting any intent to create a parent-subsiidiary, merger, joint venture, partnership, agency, service or contractor relationship between them; and
- (b) Making or considering the Student Organization and/or its individual members as automatic members of TSSP. Neither the Organization nor its individual members shall, by reason of this affiliation, be entitled to membership and enjoyment of rights, titles and benefits granted to TSSP

members. The individual members of the Student Organization are nevertheless encouraged to apply and become:

- (i) student members of TSSP by applying directly as such with the TSSP; or
- (ii) associate or regular members of TSSP by applying directly as such with the TSSP after graduating from the Higher Education Institution.

3. Privileges and Responsibilities of the Student Organization

3.1 Privileges of the Student Organization. As an affiliate of TSSP, the Student Organization shall enjoy the following privileges:

- (a) Use of the TSSP logo for the Student Organization's official activities and business purposes. When used, the TSSP logo shall always be placed side by side with the name or official seal/logo of the Student Organization on the Student Organization's letterhead, stationery, documents, publications, directories, signages, and website.
- (b) Access to material resources, facilities, and expertise as may be provided by TSSP.
- (c) Preference and opportunity to be invited to, participate in and collaborate with TSSP in transportation seminars, conferences, projects and activities.

3.2 Responsibilities of the Student Organization. The Student Organization and its individual members shall perform, undertake and be responsible for the following:

- (a) Conduct themselves in a responsible, respectable and professional manner and in accordance with such policies, rules, regulations and guidelines (collectively the "**Guidelines for Student Organizations**") that the TSSP may issue from time to time.
- (b) Comply with such policies, rules, regulations and guidelines that the Higher Education Institution may issue from time to time.
- (c) Uphold and protect the integrity and good name of TSSP at all times.

- (d) Adopt and maintain the Model Organization Document or Bylaws for student organizations, a copy of which is hereto attached as **Annex “A”** or one that is substantially similar to it. TSSP reserves the right to terminate the Agreement at any time if the Organization Documents of the Student Organization would not be aligned with TSSP’s purpose, ideals, terms and policies.
- (e) Properly select only members who shall be: (i) of good moral character; and (ii) are responsible and respectable members of their community and students of the Higher Education Institution.
- (f) Ensure that its individual members are made fully aware of the Student Organization’s obligations under this Agreement and ensure that they would abide and comply with them in good faith.
- (g) Within the 1st month of every academic year of the Higher Education Institution, submit to TSSP the:
 - (i) Current Organization Documents of the Student Organization;
 - (ii) Activity report of the past academic year, which shall include the description of activities conducted and accomplishments; and
 - (iii) Plan of activities for the current academic year, which shall include the current list of officers, members and Faculty Advisor, contact person and contact information.
- (h) Subject to Republic Act No. 10173 (also known as the Data Privacy Act of 2012) and its Implementing Rules and Regulations (IRR), provide any and all information and documents reasonably requested by TSSP regarding the Student Organization’s composition, plans and activities in order for TSSP to properly evaluate the Student Organization.
- (i) Within the 1st month of every academic year of the Higher Education Institution, pay the annual Student Organization affiliation fee. The payment of said affiliation fee shall not in any way be regarded as or equivalent to payment of the membership fee in TSSP.

3.3 Failure to Comply with Responsibilities. If the Student Organization fails to or is unable to comply with any or all its responsibilities, representations, warranties and covenants under this Agreement, then it shall be considered inactive. If the Student Organization remains inactive for two (2) consecutive

years, affiliation shall be withdrawn and an application for reactivation shall be required.

4. Rights and Responsibilities of TSSP

4.1 **Rights of TSSP.** TSSP shall have the following rights:

- (a) To receive information and updates on the Student Organization's status, affairs and activities.
- (b) Have sole authority and control over all aspects of its organization status, affairs, programs and activities.
- (c) Terminate this Agreement due to the Student Organization's or its member's misconduct, negligence or failure to comply with any of the terms and conditions of this Agreement.

4.2 **Responsibilities of TSSP.** TSSP shall have the following responsibilities:

- (a) Provide guidance and support to the Student Organization in programs and activities that they may mutually identify and agree upon.
- (b) Notify the Student Organization of any changes in TSSP's status that may directly affect the status and affairs of the Student organization.

5. Representations and Warranties of the Student Organization and Its Officers

5.1 The Student Organization and its Officers represent and warrant as follows:

- (a) Student Organization is duly organized and validly existing under and by virtue of the policies, rules, regulations, requirements, guidelines and practices of the Higher Education Institution, and has the authority to conduct its affairs as presently being conducted.
- (b) The Student Organization is in good standing with the Higher Education Institution.
- (c) The execution, delivery and performance of the terms and provisions of this Agreement and the other documents and instruments to be delivered pursuant and/or relevant thereto:
 - (i) have been duly authorized by all necessary organizational actions;
and

- (ii) will not violate or contravene any: (1) policy, rule, regulation and guideline of the Higher Education Institution; (2) provision of law or of any applicable regulation, order or decree of any court, tribunal, quasi-judicial agency or government instrumentality, or conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a breach under any agreement or other instrument to which it or its members is a party or by which they may be bound or subject to.
- (d) All orders, consents, approvals or authorizations of the Higher Education Institution and any governmental body, agency, commission or board, if any be necessary for the execution and delivery of this Agreement and other documents and instruments relevant and/or to be delivered pursuant hereto have been obtained or complied with by the Student Organization and are in full force and effect.
- (e) The Faculty Advisor is a: (i) full-time faculty member of the Higher Education Institution and has been designated, appointed or chosen as such according to the requirements and practices of the Higher Education Institution; and (ii) regular or lifetime member of TSSP.
- (f) The Student Organization has at least ten (10) members all of whom are in good standing and currently enrolled in the Higher Education Institution.
- (g) The Student Organization is compliant with the Data Privacy Act of 2012 and its IRR in relation to its collection of Personal Data, and in obtaining the Data Subjects' consent for the sharing of Personal Data with TSSP; and that it has in place appropriate administrative, physical, technical and organizational security measures that protect Personal Data from Security Breach. Capitalized terms used under this paragraph shall have the same meaning attributed to them under the aforementioned law and its IRR.
- (h) They have not failed to disclose any Material Fact that may affect the execution and performance and execution of this Agreement during its effectivity or term.
- (i) As of the date of this Agreement, the representation and warranties provided in this Agreement are true and correct in all material respects.

5.2 **TSSP's Reliance on Representations and Warranties.** The Student Organization and its Officers acknowledge that they have made the foregoing representations and warranties with the intention of persuading TSSP to enter into this Agreement, and that the TSSP has entered into this Agreement on the basis of, and in full reliance on, each of such representations and warranties.

5.3 **Survival of Representations and Warranties.** The representations and warranties contained herein shall survive the execution of this Agreement and shall be deemed repeated every time this Agreement is renewed, extended or re-availed.

6. **Covenants of the Student Organization and Its Officers**

6.1 **Positive Covenants** - During the effectivity of this Agreement, the Student Organization and its Officers shall:

- (a) Only represent the Student Organization as a student organization that is affiliated with TSSP, and not a corporate member, subsidiary, representative, agent, partner, service provider or contractor of TSSP.
- (b) Maintain the legitimate, good and noble purposes for which it has been established.
- (c) Conduct its affairs in accordance with sound organizational practices and good faith.
- (d) Observe and comply with the policies, rules, regulations and guidelines of TSSP and the Higher Education Institution.
- (e) Yearly renew and maintain its permit, registration and recognition with the Higher Education Institution, and shall at all times be in good standing.
- (f) Establish and maintain good record keeping including those pertaining to its membership, plans, activities and programs.
- (g) Allow the representative of the TSSP to visit and inspect its premises and to its records subject to the limits provided under relevant laws for the protection of personal and confidential information.
- (h) Execute and deliver such other papers and documents as may be required by law, rules and regulations and as may be reasonably requested by the TSSP to give full force and effect to the provisions of this Agreement and the other documents and instruments executed in connection herewith.

6.2 **Negative Covenants** - During the effectivity of this Agreement, the Student Organization and its Officers hereby covenants that they shall NOT, without the prior written consent of TSSP:

- (a) Represent the Student Organization to be TSSP or a corporate member, subsidiary, representative, agent, partner, service provider or contractor of TSSP.
- (b) Allow any of its officers and members to represent themselves as a personnel, employee, representative, agent, member, partner, service provider or contractor of TSSP.
- (c) Enter into or be involved in any activity, conduct, undertaking, agreement, or partnership that will be detrimental to the Parties' affiliation herein, in violation of this Agreement, or prejudicial to TSSP.
- (d) Amend its Organization Documents.
- (e) Adopt Organization Documents or Bylaws that are contrary to the good and noble purposes of the TSSP and this Agreement. However, Student Organization practices may differ slightly due to the requirements of being a student organization at the Higher Education Institution. In the case of conflicting requirements, the intent of this Agreement shall be mirrored on the Organization Documents or Bylaws to the extent possible.
- (f) Commit any act or enter into any agreement or arrangement that would, directly or indirectly, (i) violate its affiliation with TSSP; (ii) be in conflict with the interest, purpose, ideals, position, stand or policies of TSSP; or (iii) cause damage to TSSP.

7. **Intellectual Property**

7.1 All business/trade/registered/corporate name, trademarks, logo, patents, service marks, copyrights and other intellectual property rights (collectively, "Intellectual Property") of TSSP, as well as the Intellectual Property of its members, will remain its/their exclusive property notwithstanding the disclosure thereof by TSSP to the Student Organization. Neither the other Student Organization nor its present and past members shall assert any claim thereto and shall use such Intellectual Property strictly as set forth in this Agreement and only during the Term of this Agreement. The Student Organization and its present and past members shall not do any act or thing inconsistent with, or contrary to, the ownership of such Intellectual Property. The Student Organization and its present and past members shall take all precautions necessary to protect the Intellectual Property from infringement,

damage, colorable imitation and other similar acts (collectively referred to as "Improper Usage") and shall notify TSSP of such improper usage not later than five (5) days from the time they become aware of or discover such improper usage.

7.2 Notwithstanding the termination of this Agreement, additional Intellectual Property, including technical data, evaluations, reports, studies, and other work produced that may be created in the course of the Parties' performance of their obligations under this Agreement and as a result of the Parties' joint contributions ("Joint Work Product") may only be used by the Student Organization upon prior written approval of TSSP.

8. Effectivity, Term and Termination. This Agreement shall remain in effect for one (1) year from the date of signing and shall automatically renew for one year terms beginning May 1 of each year and ending April 30 of the following year, unless sooner terminated for any reason by either party with a written to the other party.

9. Miscellaneous Provisions

9.1 **Costs.** Unless otherwise mutually agreed in writing by the Parties, each Party shall bear and be exclusively responsible for funding its respective Costs in relation to all activities and matters done or carried out in connection with this Agreement.

9.2 **Governing Law.** This Agreement shall be governed by and construed in accordance by the laws of the Philippines, and venue for purposes of any dispute, claims, or litigation shall be exclusively with the courts of _____ City.

9.3 **Assignment.** The Student Organization shall not assign any rights or obligations under this Agreement without the prior written consent of TSSP. Any such assignment by the Student Organization without the prior written consent of TSSP shall be void.

9.4 **Separability.** If any part of the Agreement should be determined to be invalid, illegal, unenforceable, or contrary to Philippine law, rules or regulations, that part of the Agreement shall be reformed, if reasonably possible, to comply with the applicable law, rules or regulations, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.

9.5 **Waivers.** No delay or omission on the part of TSSP in the exercise of any power or right shall impair any such power or right or shall operate as a waiver

thereof nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other power or right. All rights, powers and remedies of TSSP under this Agreement and related documents and shall be deemed cumulative, concurrent and non-exclusive with each other and with any and all other rights, powers and remedies now or hereafter available to the TSSP under Philippine laws, contracts or equity.

- 9.6 **Amendment** - This Agreement and the terms and conditions hereof may not be changed, discharged, amended, modified or altered unless in writing and duly signed by an authorized representative of each of the parties.
- 9.7 **Force Majeure.** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's members or personnel, or any similar cause beyond the reasonable control of either Party.
- 9.8 **No Employer-Employee, Agency, Partnership, Joint Venture, Contractor or Service Relationship.** Neither TSSP, the Student Organization nor their members shall be considered employers, employees, agents, partners, or joint venturers, contractors or service providers of each other.
- 9.9 **Solidary Obligation.** The Officers shall be solidarily responsible and liable for all the obligations of the Student Organization under this Agreement.
- 9.10 **Counterparts.** This Agreement may be signed and executed in counterparts, all of which, taken together, shall constitute one and the same instrument.
- 9.11 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2023 in _____ City.

**TRANSPORTATION SCIENCE SOCIETY OF [NAME OF STUDENT ORGANIZATION]
THE PHILIPPINES**

By:

By:

MA. SHEILAH G. NAPALANG
President

[NAME OF PRESIDENT]
President

[NAME OF VICE PRESIDENT]
Vice President

Witnesses:

ACKNOWLEDGEMENT

Republic of the Philippines)
_____ City) S.S.

BEFORE ME, a duly authorized notary public for and in the above-named jurisdiction, personally appeared on this _____, 2023, the following, who are personally known to me and/or identified through competent evidence of identity and with community tax certificate/s, to wit:

Name	Competent Evidence of Identity (Type of I.D./I.D. No.)	Issued on/at	Valid Until

who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that the said instrument is their free and voluntary act and deed and that of the corporation/entity represented, and are duly authorized to sign, if acting in a representative capacity.

I further certify that this instrument refers to an Affiliation Agreement, consisting of _____ (___) pages, including this page wherein the acknowledgment is written, and has been signed by the herein parties and their witnesses.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date and at the place above written.

Doc. No.
Page No.
Book No.
Series of 2023.