

Move Structure and Terms of Agreement Reflecting Legal Value in Memoranda of Agreement on Academic Partnerships (MOA)

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Abstract

With the changing landscape in education where internationalization has become one of the main thrusts, academic institutions engage in partnerships with other institutions either within or outside of their home countries to advance their programs. These programs come in various forms: curriculum and instruction, faculty exchange, student mobility, research collaboration, cultural exchange and resource sharing. In forging partnerships, the two parties involved sign a Memorandum of Agreement (MOA). Employing Alido's (2019) study on move structures of MOAs as framework, the paper examined 20 memoranda of agreement, 10 of which were partnerships with international universities and the other 10 partnerships with local institutions and agencies. Results showed that 19 out of 20 employed the following moves: Move 1 (Establishing the intention to collaborate), Move 2 (Describing the scope of collaboration), Move 3 (Stipulating the obligations of both parties), Sub-move 3a (Identifying roles and responsibilities), Sub-move 3b (Indicating terms and conditions); and Move 4 (Signing consent). Moreover, while there were differences in the way the MOAs were drafted, they all employed the six requisites of a legal contract (uslegal.com) and the three requisites in the Philippine Civil Code thereby reflecting legal value. There were, however, some striking results worth noting: 1.) the almost complete absence of the Operative Part in all the MOAs reviewed useful in situating the perspective of the parties involved; and 2.) the complete absence of the notarial acknowledgement in international MOAs.

Keywords: move structure, terms of agreement, legal value, Memoranda of Agreement, academic partnership

1. Introduction

Internationalization of higher education institutions has become a practice for the past three decades now.¹ Universities worldwide had to adapt to the rapidly changing global demands and there is the growing pressure for institutions to partner with universities outside of their home countries. The implementation of the process of internationalization of universities is long and tedious. It takes months and even years before the partnership becomes in place and constant monitoring is done to ensure that the partnership arrangements are manageable and successful.

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After a series of meetings are held between the two parties and a gesture of goodwill is noted, both institutions enter into a more formal agreement by way of signing a document called the Memorandum of Agreement (MOA). This is done in order to advance the programs offered by the institutions involved. These programs come in various forms: curriculum and instruction, faculty exchange, student mobility, research collaboration, cultural exchange, and resource sharing.

Just like any other contract, the MOA is a document that describes the bilateral (or multilateral) agreement forged between two institutions or parties. It requires careful phrasing and accurate understanding of the provisions. As part of a detailed process, the MOA is drafted by either party after which the provisions should be reviewed by the legal department of the two parties to ensure that the provisions are favorable to both and are achievable. This needs to be done since those who sign the MOA are representatives of the academic institutions who are usually non-lawyers. Moreover, those who are expected to enforce the provisions in the contract should ensure that the agreements are realizable within a specific period of time. The goal, therefore, is to provide a safety net to institutions that get into a partnership without compromising their institutions' policies.

The drafting of MOAs is not something standard in Philippine universities. Each institution has its own format and structure to follow. In fact, it happens that within a certain academic unit in a university, MOAs on academic partnership are drafted differently. While it requires the review of the institution's legal counsel to ensure that the stipulated terms of agreement do not violate any of the existing policies of the institution, it is unfortunate that legal problems still exist in the course of implementation as some conditions are not strictly followed. In instances when some provisions are violated, the parties involved still continue with their agreement and review the provisions thereafter before renewing the contract. However, there are also instances when the contract is no longer renewed to avoid committing the same violation, especially if the provisions involved appear to be difficult to execute. While the MOAs are reviewed by the respective legal counsel of the two institutions, it remains inevitable that not all provisions are implemented smoothly without any form of strain. The implementers get to see such difficulty only upon execution of the contract. Such situation does not only occur between two academic institutions coming from two different countries but also by two institutions coming from the same country. With this study, it is hoped that institutions getting into academic cooperation or collaboration will be able to prepare legal contracts that will fulfill the provisions indicated in the MOA and make these institutions aware of the legalities involved in forging partnerships so that they become sustainable. The terms of agreement should likewise be well thought out as these reflect legal value making them binding at that.

Against this backdrop, it then appears that there is the need to review the MOAs prepared and sealed by two academic institutions getting into a partnership by investigating the organizational structure that should be employed when drafting this legal document as well as examine if the requisites of a contract are present in this legal genre that make them binding. This study then hopes to identify the following: 1.) the moves/sub-moves or steps found in the genre organization of MOAs with international and local institutions/agencies; 2.) the obligatory and non-obligatory moves in the said MOAs; and 3.) the terms of agreement reflecting legal value making the MOAs binding.

Except for the study of Alido in 2019, to the best of my knowledge, no study has yet been conducted using the Memorandum of Agreement as research corpus. This study may then raise awareness among those who draft MOAs for academic collaboration as regards the moves that should be present when preparing the said document. It is also hoped that this study would

encourage extra effort in meeting the demands of the terms of agreement set in the MOAs by those who enter into a mutual cooperation so that the provisions are realized, making the partnership active and sustainable.

Finally, while the study replicates that of Alido's, it affirms that the moves employed in the MOAs for international collaboration are also the same moves employed in MOAs for local partnerships. While there is no standard way of drafting MOAs, it appears that the same structure characterizes this legal genre regardless of whether it is done with an international or local institution so long as the purpose is to establish academic collaboration or partnership.

2. Literature Review

Having observed that there is a dearth of studies using the MOA as corpus, the studies on discourse analysis focused on academic and professional genres such as the memorandum of understanding, memorandum of agreement, legal justifications in Constitutional judgments, medical abstracts, and research articles, to name a few. Corollary to this would be an analysis of the language used in these documents. Since the MOA is considered to be a contract, in essence, it is a legal document that contains legal terms that may not always be easily comprehensible to the ordinary reader. The literature review that follows then examines studies dealing with the moves analysis of texts belonging to the legal and other genres followed by a review of the language used in these texts.

2.1 Legal Genre

It is essential to highlight at this point the differences between the Memorandum of Understanding (MOU) and the Memorandum of Agreement (MOA). The MOU is a formal version of a handshake agreement of two parties both interested in pursuing a common goal. Thus, it is simply a statement of cooperation rather than a statement of legal commitment. In terms of length, an MOU is usually short and does not contain provisions that are legally enforceable. An MOU is also usually, but not always, the first step to an agreement whereby the terms are outlined. It only becomes enforceable when the two parties decide to enter into an agreement which leads to the drafting of an MOA. There are instances, however, when the parties get into a Memorandum of Agreement without a Memorandum of Understanding.

Conversely, a Memorandum of Agreement (MOA) is considered to be a contract, as it is a written understanding of the agreement between two parties bent on working together on an agreed project legally bound by the provisions in the contract expressing mutual obligations. It follows a certain format that usually includes the following: 1.) Authority; 2.) Purpose of the Agreement; 3.) Name of Parties Involved; 4.) Scope of Work; 5.) Obligations of Each Party; 6.) Detailed Description of Roles and Responsibilities; 7.) Duration of the Agreement; 8.) Modification of Termination; and 9.) Signatures of Parties' Principals. Understandably, these articles or sections make the MOA longer than the MOU.

The first study reviewed for this purpose is related to discourse analysis. Discourse analysis, as a field of investigation, has always focused on the examination of moves and sub-moves (or steps) present in different types of genres. To begin with, using the memorandum of understanding as corpus, Cavalieri's (2017) study focused on the discourse of internationalization in the context of a university, with the aim of creating international partnerships in relation to research and its linguistic remediation to be published on the official websites of the two universities involved in the study. Cavalieri did a macro-analysis of the rhetorical structure of University news using the four-move model of Catenaccio (2008) for the press release. As for the

micro in-depth analysis of the linguistic strategies of popularization and of promotional discourse of selected texts, Wordsmith Tools 5.0 was used. Results showed that the macro-analysis involving the identification of the moves appeared to characterize University news and that similar to Catenaccio's (2008) findings, four moves were identified with three being compulsory and one optional: 1) announcement; 2) elaboration; 3) comment; and 4) contact. "Announcement" consisted of the title of the news and of the first paragraph in which the signed memorandum is mentioned for the first time. "Elaboration" develops in three of four paragraphs in which the writer gives details about the MoU and its implementation, highlighting the benefits for the universities involved. "Comment" consisted on the average, two or three paragraphs in which there are the quotations of the statements given by the representatives of the institutions. The fourth and final move, "contact details", considered as optional, provides students and researchers interested in applying for the exchange with contact details of the staff members who can give information about the MoU.

Of equal importance is the study of Alido (2019) that delved into the analysis of MOAs of and among higher education institutions in the ASEAN region. Since it appears that no research has yet been conducted on MOAs specifically for academic collaboration, this study is groundbreaking. Twenty sample MOAs from member institutions of the ASEAN Teacher Education Network (AsTEN) and the National Network of Normal Schools (3NS) were selected. These academic institutions were chosen on the basis of their membership in one professional organization governed by a common goal, which is to establish linkages as well as collaborations. The analysis was anchored on the Critical Genre Analysis (CGA) framework of Bhatia (2010, 2017), and it investigated the text-internal features evident in MOAs for academic collaborations, attempting to expand the analysis to text external factors that determine the interdiscursive and multidimensional framework of CGA in understanding academic and professional genres, particularly the MOAs. The study revealed that the text-internal features of the MOA indicate a five-move structure and the emerging lexico-grammatical features include nominalization, the frequency of the modals *shall* and *will*, the predominance of the active voice over the passive, and the continued use of binomials, and legal lexis and archaism. The following moves were then identified: 1.) Establishing the intention to collaborate; 2.) Setting background information; 3.) Describing the scope of collaboration; 4.) Stipulating terms and obligations; and 5.) Signing consent.

Goźdz-Roszkowski (2020), whose research concentrated on the move analysis of legal justifications in constitutional tribunal judgements, yielded an interesting result. The study argues that the study of legal justification can be approached from the genre perspective since it serves as the anchor for courts to render their decision that reflects the disciplinary and organizational culture of a given justice system. It is also worth mentioning that the study differs from the usual move analysis employed in many studies as it began with a defined set of functional elements which has the advantage of starting with a framework identified by a legal practitioner adept in judicial professional practice. These elements were treated initially as 'candidate moves' requiring subsequent verification and possible modification as the first step of the analysis involved checking which of the elements appear in recent justification. According to Krolkowski (n.d.) in Goźdz-Roszkowski (2020), there are three elements found in all justifications: 1.) descriptions of the object of the constitutional review; 2.) descriptions of the standard of constitutional review; and the 3.) evaluation of a complaint (or petition) filed by an applicant. The study is distinctive in its method as the analysis first focused on determining the extent to which the six elements are present in the recent justifications noting the frequency of occurrence of these individual elements and

their distribution across the dataset. The occurrence of specific keywords was also examined as they are used in the immediate co-texts and in the context of the entire text. This is followed by a close reading of each text for the second time to assess whether there were other recurring elements not taken into account in the original typology or if alternative ways of referring to these elements was possible leading to an expanded list of rhetorical moves. It is to be noted that there is the view that while judgments have the tendency to observe a fixed textual structure, they reflect the judicial reasoning and language of the judges and are therefore less formulaic. This runs contrary to the findings yielded by the study that justifications are now becoming more common and uniform in terms of structure.

2.2 Other Genres

Discourse studies conducted in the last 20 years used corpora quite different from the classic studies done on discourse analysis. To begin with, Upton and Connor (2001) conducted a study using specialized corpora, the learner corpora. Since most corpus-based analyses centered on the lexico-grammatical patterning of texts having less regard for functional, rhetorical, and textlinguistic components, the goal of this study was to apply a moves-based analysis to a genre-specific learner corpus. These moves were tagged manually on a corpus of job application letters after which cross-cultural similarities and differences were investigated using the politeness strategies adapted from Brown and Levinson (1987). While the study yielded interesting findings in relation to cultural differences in the use of politeness strategies, the sample used was quite small making the analyses exploratory in nature. Moreover, while it is understandable that the corpora came from the Indianapolis Business Learner Corpus (IBLC) consisting of job application letters and resumes of business communication students from the USA, Belgium, Finland, Germany, and Thailand, no mention was made as to the reasons why American, Belgian, and Finnish application letters were selected to study language use, accommodation across cultures, and genre acquisition of native and non-native speaking Business students.

Another interesting research is the study of Upton and Cohen (2009) consisting of a seven-step corpus-based approach that analyzed texts in terms of the functional/communicative structures making up texts in a genre. Through move analysis, the study explains why texts in a corpus are structured the way they are. Using an interesting genre, it examined the linguistic characteristics and overall organizational tendencies reflective of birthmother letters. The authors claim that discourse analysis can be done coming from at least three perspectives: 1.) the study of language use; 2.) the study of linguistic structure ‘beyond the sentence’; and 3.) the study of social practices and ideological assumptions associated with language and/or communication. Upton and Cohen claim that van Dijk’s (1988) notion of ‘schemata’ or ‘superstructures’ can be applied to describe the overall forms of discourse as they provide the ‘overall organizational pattern’ of different types of genre. Considered to be a top-down approach, the text is described as a hierarchy of ‘moves’ where each represents an extended text serving a semantic function. The authors likewise recommend that prior to moves classification, pilot coding with at least two coders should be done to understand further the functional-semantic purposes of text parts. They likewise endorse the analysis of the text parts manually and the initial analyses further refined. They likewise recommend inter-coding to confirm if there is agreement on what the move types are and how they are realized in text segments.

From the standpoint of Moreno and Swales (2018), move analysis as a text analytical approach employs the use of moves and steps. Moves are perceived as “discoursal or rhetorical units performing coherent communicative functions in texts, whose linguistic realizations may

vary in length and other ways” (Swales, 2004 in Moreno and Swales, 2018, p. 40) while steps are perceived as multiple text fragments that “together or in some combination, realize the move” in such a way that the ‘steps of a move primarily function to achieve the purpose of the move to which it belongs (Biber, Connor, & Upton, 2007 in Moreno and Swales, 2018, p. 40). Further, a clearer description was arrived at when Genre Analysis was introduced in 1990 by Swales: 1.) a move described as a rhetorical construct, the linguistic realization of which could be in the form of a clause or a paragraph; 2.) the function of the move realized by the existence of one or more specific functions or steps; 3.) the recognition of move boundaries being undetermined but was aided by a combination of bottom-up search for lexical and syntactic signals as well as a top-down close reading of the text for topic breaks or content shifts; 4.) a place for specialist disciplinary experts to verify the analysts’ interpretations; and 5.) a place for additional analysts or raters who could confirm the findings of a primary investigator, their required training being open to question (p. 41). Finally, similar to the aforementioned study of Upton and Connor (2001), Moreno and Swales reiterate what Biber et al. (2007) claim that move analysis should be done manually since interpretation of communicative functions is a cognitive task difficult to access as well as operationalize.

Related to this study is the paper of Yang and Allison (2003) that investigated how selected research articles (RAs) report empirical investigations in applied linguistics that proceed from first presenting results to eventually offering final conclusions or other forms of closure. The authors identified the sections or parts of 20 RAs in the field of applied linguistics that relate to rhetorical preferences: Results, Results and Discussion, Discussion, Conclusion, and Pedagogic Implications sections, with specific organizational choices within each section. In this paper, they cite the definition of ‘move’ as a semantic unit relevant to the writer’s purpose (Dudley-Evans, 1986 in McKinley, 1993), which was further described by Nwogu (n.d. in Yang & Allison 2003) as a ‘text segment made up of a bundle of linguistic features which give the segment a uniform orientation and signal the content of discourse in it’ (p. 370). According to Swales (1990), Move and Step is a robust and vigorous method of genre analysis; the move captures the function and purpose of text at a more general level, while Step spells out more specifically the rhetorical means of realizing the function of Move.

While the study of Salager-Meyer (1992) likewise delves into move analysis, her paper is more focused on the analysis of finite verb tense and modality usage in medical English (ME) abstracts and how meaning conveyed by these linguistic features relate to the communicative function of the different rhetorical divisions of abstracts and to that of each medical English text type. Used as corpora were ME text types: research papers, case reports, and review articles. Moves were identified in each of the abstracts and the frequency of occurrence of each of the micro-linguistic surface signals for each move was recorded. The study yielded interesting findings: 1.) there is a close relationship between the rhetorical function of the ‘history’ type of discourse and the past tense in the corpus; and 2.) the present tense is the preferred tense in the ‘comment’ type of discourse in the conclusion, recommendation, and data synthesis moves for the purpose of enhancing and emphasizing the generalizability of specific findings. In relation to text-type basis, the following were the results: 1.) the present tense was found to be associated with reviews which claim universality; 2.) the present perfect tense was predominantly used in ME abstracts to show the authors’ disagreement with previous findings as a way of justifying the new investigation and showing a gap in knowledge; 3.) modals are move- and research-type determined and have the discursual function of signaling the tentative and suggestive author-marked moves;

4.) modality is significantly more recurrent in review articles; and 5.) medical text types do have a direct bearing on the use of tenses and modality whereas research types do not.

After a review of these studies, at least four points of convergence can be inferred. Coming from the perspective of discourse analysis, they all engage in the analyses of the structures of various genres. These analyses focus on the moves (and sometimes sub-moves or steps). All studies investigate the communicative functions present that comprise the genres called *moves* while *steps* work together to achieve or realize these moves. The mapping of function and form is therefore manifested. While there are segments that have specific functions, there are also specific forms that fulfill the functions expected from these sections. Another point of similarity reflected in some of the studies cited is the recommendation of manual tagging since the interpretation of communicative functions is a cognitive task quite difficult to engage in and operationalize. This also leads to the third common recommendation which is the use of raters who could validate the findings of the primary investigator. It is possible that given the limitations, inaccuracy in the coding of the moves and steps can occur and thus the need to confirm the findings through other raters or coders. Finally, pilot testing is likewise suggested as it may improve the design of the research making the results more valid. These recommendations have all been executed by the current study.

2.3 Legal Language

Another aspect worth examining is the language used in the MOAs. Since the MOA is considered to be a contract, it is possible that legal language is used. Worth noting in this area of study is Hu's paper (2014) that underscored the wide gap between ordinary language and legal language. Hu cites the difference between the frame of the legal language (legal frame) and the frame of ordinary language (layman frame). He then explicates that whereas the construction of the legal frame is made up of elements in a rigid structure, which are all necessary, the construction of the layman frame consists of elements in a loose connection with some of its elements being non-essential and insufficient. This explains why legal professionals think differently from the laymen. On the other hand, Stygall (2010) avers that legal writing, being complex by its very nature, leads readers to a failed understanding of the text. This is corroborated by Tiersma (1999), who supports the claim that (consumer) documents must be understood by both lawyers and target consumers who are non-lawyers, as well as by Haapio (2011), who avers that (consumer) contracts become beneficial only, if the target users, who are the ordinary people, are able to understand the text well enough and use it for their own purpose. The MOA, being a contract designed for two interested parties, can then be viewed as a document for two end-users or consumers.

Finally, the MOA, unlike other legal documents, may not abound in legal terms but it can still be claimed that said document is characterized by legal lexis and archaism.

3. Framework for Analysis

The analysis is anchored on the study of Alido (2019) that analyzed the genre organization of the MOAs that dealt with academic partnerships of ASEAN universities. Said analysis first pilot-tested two MOAs which yielded the following moves: Move 1 (Establishing the intention to collaborate); Move 2 (Describing the scope of collaboration); Move 3 (Stipulating the obligations of both parties), Sub-move 3a (Identifying roles and responsibilities), Sub-move 3b (Indicating terms and conditions); and Move 4 (Signing consent).

With the sample documents pilot-tested, Alido found four important parts: 1.) offer; 2.) acceptance; 3.) consideration; and 4.) the intention to be legally bound all of which describe the

terms and details of the agreement. Moreover, a typical MOA includes the following: (1) authority; (2) purpose of the agreement, which typically covers the name of the parties involved, a brief description of the scope of work, financial obligations of each party, dates agreement in effect, key contacts of each party involved; (3) detailed description of roles and responsibilities; (4) duration of the agreement; (5) modification of termination; and (6) signatures of parties' principals (actquotes.com). The contract is considered valid if it contains the following requisites: 1.) offer and acceptance, 2.) intention between two parties to create binding relations, 3.) consideration to be paid for the promise made, 4.) legal capacity of the parties to act, 5.) genuine consent of the parties, and 6.) legality of the agreement. This means that the cited requisites are indeed necessary and in no way be ignored when drafting a contract to make it legally binding.

Article 1318 of the Philippine Civil Code indicates that no contract can be valid without any of these essential elements: 1.) consent: manifested by the meeting of the offer and the acceptance upon the things and the cause which are to constitute the contract; 2.) object: refers to those that are within the commerce of man and are legally allowed to be the subject of appropriation; and 3.) cause or consideration: not limited to monetary interest but may also include anything of value.

MOAs usually end with the notarial acknowledgement bearing the signatures of those who executed the act including those who act as witnesses. Guevarra (1998 in Alido, 2019) explains the two main functions of an acknowledgment: 1.) to authorize the deed as evidence without further proof of its execution; and 2.) to entitle it to be recorded. Those executing the agreement sign on every page on either margin. The fact that those executing the agreement affix their signature on all pages and later on followed by a notarial acknowledgement signifies that the representatives of both parties do understand clearly each of the provisions, and getting into the contract obliges them to fulfill their obligations to the other party. It is this notarial acknowledgement that lends certainty and assurance to the novelty of the agreement since it is to be executed and listed in the registry book of instruments ratified by a notary (De Leon, 2003; Guevara, 1998; Peña, 1994; and Nollado, 1988 in Alido, 2019).

4. Method

4.1 Research Design

The study is descriptive and analytical as it examined the move structures reflected in the provisions of the MOAs for academic collaborations forged by a comprehensive university in Manila and its partners. It analyzed documents that use legal language as reflected in select MOAs dealing with various partnerships of the university and other local and foreign institutions. Two corpora were investigated, each consisting of 10 MOAs totaling 20 MOAs. Ten of these 20 MOAs were forged with international partner universities/agencies while the other 10 were with local institutions/agencies. The criteria set in the selection of the MOAs were as follows: 1.) academic collaboration should be for five years since most of the partnerships examined pertain to graduate degrees which usually takes five years to complete; 2.) academic collaboration should be within the last 10 years since there may not be enough established partnerships should the duration be shorter; and 3.) MOA should be three pages minimum and seven pages maximum, enough to examine the sections or articles in this legal genre. Each MOA was given a code to maintain the confidentiality and anonymity of the document.

4.2 Unit of Analysis

The unit of analysis in identifying the move structure of the Memoranda of Agreement was the paragraph within each move. Alido's (2019) study assisted the researcher in identifying the organizational pattern. With respect to the terms of agreement, the unit of analysis was the sentence. By employing the requisite elements of a contract (uslegal.com) and the requisites identified in the Philippine Civil Code, the legal documents were analyzed. As part of the initial marking, the MOAs were divided into small semantic units based on the content and the function that each section serves. It is to be noted that per section, a MOA may have different parts/sections/articles. The move structures were determined based on their occurrence and their recorded sequence in the MOA. The analysis was done manually. Since moves and sub-moves/steps were identified in the initial coding done, it was the moves/sub-moves or steps identified by Alido in the pilot analysis that was used in the examination of the data.

The MOA, as a legal document, may be compact and the structure complex because of rambling constructions and repeated ideas that sometimes lead to redundancy. In the macro-structure analysis, moves were identified together with their function in the text, and the sub-moves/steps were determined together with the analysis of their functions within the major move. The moves were then classified into two: obligatory and non-obligatory. Kanoksilapatham's (2005) definition of obligatory moves was applied, and moves are obligatory based on the cut-off frequency of 60 percent occurrence as a measure of move stability. Subsequently, to determine the move structures, the researcher re-examined the moves of each article and recorded their sequence and frequency of occurrence.

As cited earlier, with respect to the analysis of the terms of agreement, the requisites stipulated in uslegal.com served as a guide for the researcher. Six essential elements were identified: 1.) offer and acceptance; 2.) mutual consent; 3.) consideration; 4.) competence; 5.) legal purpose; and 6.) written instrument. The requisites identified in the Philippine Civil Code were also employed in analyzing the corpus: 1.) subject; 2.) content; and 3.) obligations. Thus, two frameworks were used in examining the corpus in relation to the terms of agreement. These requisites were mapped with the four moves identified by Alido (2019).

4.3 Inter coding

At least 30% of the data were subjected to inter-coding by two lawyers for validation. The first lawyer-intercoder has a master's degree in law, has 22 years of experience as a litigation lawyer and has been teaching law courses for 27 years. The second lawyer-intercoder passed the bar examinations just two years ago, has a master's degree in English and has been teaching English for 13 years. After analyzing the genre organization of the MOAs, a subsequent analysis was done on the terms of agreement reflecting legal value. They examined the section in the corpus that refers to the three requisites of contracts namely: *consent*, *subject matter*, and *cause of obligations*.

5. Results and Discussion

To determine the move structure present in the memoranda of agreement with international institutions and agencies, Alido's (2019) study served as the framework for analysis with the following moves and sub-moves applied to the corpus. In this study, the sub-moves are also referred to as steps.

Move 1	Establishing the intention to collaborate
Move 2	Describing the scope of collaboration
Move 3	Stipulating the obligations of both parties
Sub-move/Step 3a	Identifying roles and responsibilities
Sub-move/Step 3b	Indicating terms and conditions
Move 4	Signing consent

The analysis was done manually to be able to capture the nuances of the moves and steps present in the MOAs. Said examination was reiterated by Biber, et al. (2007) who claimed that move analysis should be done manually since interpretation of communicative functions is a cognitive task difficult to access as well as operationalize. Below are the results of the moves present in the MOAs.

5.1 Move structures in MOAs with international and local institutions/agencies

It is to be noted that all the moves and sub-moves/steps are present in all the MOAs examined with international and local institutions and agencies. To further illustrate the presence of these moves, extracts are provided below.

Move 1: Establishing the intention to collaborate (international)

Move 1 in the MOA consists of the introduction of the two parties getting into an agreement. Documents examined show variation in the terms used and even the format. However, most of the MOAs analyzed employed the format found below:

MOA 3

Agreement for Academic Collaboration Between XXXXXXXXXXXXXXXXXXXXXXXX And XXXXXXXXXXXXXXXXXXXXXXXX
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A common archaic term identified in contracts and/or memorandum of agreement is *Know All Men By These Presents/Know All Persons By These Presents* meaning ‘Attention’ followed by a description of the date and place of execution along with the contracting parties. This structure was never used in any of the 10 MOAs on international partnerships. According to Guevara (1998) in Alido (2019), “the cardinal rule in drafting legal documents specify the importance of naming the parties in full including their capacities and residences following a logical order in which the parties are to be named” (p.121). Furthermore, repeating the names of parties help avoid ambiguity in reference if the pronoun is to be used instead.

It is to be noted that all MOAs with international institutions and agencies employed this move. However, instead of the usual description where the classification of the institution, its name and address and the name of the representative including the title, as well as his/her official designation, are present, the MOAs only employed a simple description. In fact, many of the contracts only have a one-liner description as found below:

MOA 1

The XXXXX, Philippines (hereinafter referred to as “XXXXX”) and XXXXX, Republic of Korea (hereinafter referred to as “XXXXX”).

It can be noted that while the name of the institution was indicated as well as its location in the example above, it did not identify the classification of the institution and address, the name of the representative as well as the representative’s title and official designation. Similar to the findings for MOAs with international institutions and agencies, MOAs with local institutions and agencies all have four moves present.

Below are examples for further illustration of this claim.

Move 1: Establishing the intention to collaborate (local)

MOA 10

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (“Agreement”) made and entered into by and between:

XXXXX, an educational institution existing and registered under the laws of the Republic of the Philippines with address at XXXXX, represented in this act by its XXXXX, XXXXX hereinafter referred to as XXXXX;

-and-

XXXXX, a corporation existing and registered under the laws of the Republic of the Philippines, with office address at XXXXX, represented in this act by its Human Resources Director, XXXXX, hereinafter referred to as XXXXX.

Unlike the MOAs for international collaboration, the archaic jargon *Know All Men By These Presents* are found in five out of the 10 MOAs. This move, while introducing the two parties getting into an agreement, comes only after the legal structure.

Move 2: Describing the scope of collaboration (international)

MOA 9

INTERNATIONAL TEACHING SERVICE AGREEMENT

Between The XXXXX, a body corporate pursuant to the XXXXX, Australia
And XXXXX, the Philippines

RECITALS

- A XXXXX provides PhD at the XXXXX
B XXXXX provides Research Courses and Mentoring Services to XXXXX students enrolled in the PhD program
C The Parties have agreed that XXXXX will provide teaching services to XXXXX, pursuant to schedules of this Agreement and within the terms of this Agreement.

It is to be noted that among all the contracts, it is only MOA 9 that made use of the term *Recitals*. *Recitals* provide a general idea about what the contract is all about, the parties involved in the agreement, and the reason for signing the contract. Since these pieces of information are already found in this sub-section, it is to be noted that the succeeding sub-section is the *Operative Part*, which begins with the definitions of key terms used in the contract. This is followed by the responsibilities expected from each of the parties. In this move, the extent or coverage of the contract is specified in the document. Aquino and Cruz (2016) in Alido (2019) claim that this is referred to as the “object certain which is the subject matter of the contract” in Article 1318 of the Civil Code (p. 122). They add that the services entered into as agreement are not contrary to law, morals, good customs, public order, or public policy as long as “*they are not outside the commerce of men including future things*” (p. 122). Usually, but not always, the detailed scope of the agreement is specified under one article labeled as *Areas of Cooperation*. As claimed by Alido (2019), the scope of collaboration can also be described in the *Recitals*.

MOA 9

OPERATIVE PART

Definitions

In this agreement, the following definitions shall apply:

XXXXX means a subject that forms part or all of the Teaching Services.

‘Teaching Services’ means the services provided by XXXXX as part of the XXXXX Program and clearly detailed within a Schedule to this Agreement.

‘Teaching Service Fee’ means the fee which is required to be paid by XXXXX to XXXXX for the provision of the Teaching Services.

A close examination of the corpus showed that the Operative Part is missing in all MOAs except for one: MOA 9 with an international partner. According to the law.com dictionary, the operative part is that part of a conveyance intended for the creation or transference of rights, by which the main object of the instrument is carried into effect. A component of the Operative Part is the definition of terms and how they are operationalized in the collaboration formalized by two parties. Furthermore, according to legaldictionary.lawin.org, it is that which carries out the main object of the instrument, distinguished from the recitals and formal conclusion. There are also instances when all those that follow the recitals is the operative part. One drawback if such part is missing is that either or both parties may conceive a different understanding of the terms. To minimize such confusion, the Operative Part is necessary.

Perhaps, this section is missing in the MOAs with local partners since it is presumed that the universities coming from the same locality have the same understanding of the terms used. Similarly, said article is missing in the MOAs with international partners since both parties assume that coming from the same domain, which is education, they both have the same understanding of the terms as they are used in the academe.

Another interesting finding is that of the 10 MOAs examined, three employed the term *Scope of Activities*, which essentially stipulated what both institutions endeavor to undertake. All three documents specified this under Article II. An example is provided below for further illustration.

MOA 1

Article II: Scope of Activities

Both universities have agreed to promote and develop academic collaboration in the following activities:

1. Exchange of academic and administrative staff;
2. Exchange of undergraduate and graduate students;
3. Research collaboration;
4. Exchange of academic materials, publication and other scientific information;
5. Other academic exchanges to which both Universities agree.

It is also important to highlight that a common term used in the legal provisions is *whereas*, meaning ‘since’ or ‘because’, which comes right after the section *Witnesseth* ‘to take notice of’. All provisions/clauses begin with *whereas* which signals the use of legalese.

Below is an example:

MOA 8

WITNESSETH

WHEREAS, BOTH PARTIES have a student exchange at the Master's level in the subjects that have the same three credits; they include, but not limited to, Advanced Academic Writing and Teaching English Language Skills;

WHEREAS, BOTH PARTIES jointly initiate and conduct lectures, workshops and seminars on common topics in a long distance through web or skype;

WHEREAS, BOTH PARTIES arrange a joint research in areas of English language teaching and learning, discourse, and language assessments, and publish the findings in international journals;

WHEREAS, BOTH PARTIES support joint supervision and coaching of the Master's students based on common topics of interest;

NOW WHEREFORE, for and in consideration of the foregoing premises as well as the covenants hereunder stated, the parties agree as follows: ...

Of the 10 MOAs reviewed, it is only MOA 8 that employed this kind of presentation which uses the traditional WITNESSETH section followed by the *Whereas* clauses. Perhaps, the other nine MOAs no longer see the importance of stipulating the provisions as these only summarized what were to be spelled out in detail in the succeeding sections. It is also important to note that this particular MOA expresses redundancy as the said provisions were already presented in one section of the MOA under the sub-section *A. Specific Program*.

Move 2: Describing the scope of collaboration (local)

It is worth mentioning that for local partnerships, this move is present but the scope of agreement is not labeled under one Article. The scope of collaboration immediately follows the legal term WITNESSETH (to take notice of) and the statement/s beginning with the WHEREAS (since/because) clause:

MOA 6

WITNESSETH:

WHEREAS, the SECOND PARTY is interested to establish joint and/or dual programs with the FIRST PARTY for some of its graduate programs:

WHEREAS, the FIRST PARTY and the SECOND PARTY are both interested in faculty-student exchange programs;

WHEREAS, the FIRST PARTY and the SECOND PARTY are both interested in research collaboration;

WHEREAS, the SECOND PARTY will pave the way for the graduate students of the FIRST PARTY to avail of scholarship grants from foreign partner institutions of the SECOND PARTY.

A striking format is also found in at least one document which did not begin with the legal term WHEREAS but comes right after the term WITNESSETH.

MOA 7

WITNESSETH

That the XXXXX agrees and allows the affiliation and training of graduate students enrolled in the XXXXX of the institution subject to the policies and guidelines governing affiliation and training of students at the XXXXX as attached herein as Annex A and hereby made an integral part of this Agreement and that the XXXXX shall be responsible to the fullest extent for the implementation and enforcement of pertinent laws and regulations governing the training. Likewise, the Institution shall strictly comply with any provisions of law pertinent to the training and any violation thereof, shall be a legitimate ground for cancellation of the contract.

The succeeding provisions in this particular contract can be classified according to the usual sections found in MOAs such as *Admission Requirements, Amendment, Termination of Contract*, and others.

Move 3: Stipulating the obligations of both parties (international)

This move explains the detailed responsibilities of both parties and the expectations from each, what are and are not covered in their functions. Move 3 is found in the larger part of the document since the provisions are discussed in detail. It can be assumed that before finalizing this move, there is an exchange of document between the two parties involved, integrating their inputs and discarding those that might put any of the parties in conflict. Thus, it can be inferred that the channel of communication between the two parties is open so that both parties can be shielded from any form of risk that may bring about non-compliance of any of the provisions. It behooves that the MOA should be a document that is well-thought out. For easy reading, some of the duties and responsibilities spelled out are labeled as follows: Article II Scope and Activities, Article III Financial Arrangement, Article IV Implementation, Article V Settlement of Differences, and Article VI Amendments, Duration, and Termination. However, these labels vary in terms of wordings and provisions that the contractual parties include. Still others simply itemize the provisions without any label at all.

Sub-moves/steps are found in Move 3. These are Move 3a (*Identifying roles and responsibilities*) and Move 3b (*Indicating terms and conditions*). Alido (2019) describes sub-move 3a as the move that stipulates the roles and responsibilities of the parties involved while sub-move 3b concerns amendments stipulated in the MOA. These contribute to fulfilling the function of Move 3 which is *Stipulating the obligations of both parties*. These sub-moves, which show labels for the provisions and those that do not show any, are found in the following examples.

Move 3a: Identifying roles and responsibilities

MOA 8

B. Responsibilities of EACH of the PARTIES

1. Implement a student exchange in short courses of three months concerning mainly Advanced Academic Writing and Teaching English Language skills;
2. Deliver and implement the program stated in the aforementioned (1) in accordance with the curriculum and syllabi approved and signed by the Academic Affairs Office of BOTH PARTIES;
3. Monitor the students' academic progress and ensure their safety and security during their stay in the host country;
4. Conduct long-distance guest lecturers/workshops/seminars on topics approved and signed by the Dean of the Graduate School of BOTH PARTIES

C. Financial Responsibilities

1. BOTH PARTIES inform students joining the short courses to pay all the tuition and credits of the subjects taken in their respective universities and currencies. All other expenses such as travel cost, insurance, accommodation and meals are the students' responsibilities;
2. BOTH PARTIES respectively provide supporting equipment for long-distance guest lectures, workshops, or seminars;
3. BOTH PARTIES respectively shoulder all the expenses spent due to long-distance guest lectures, and fee of the advisor's supervision/coaching on the students' thesis writing;
4. In case that workshops and seminars are held together, BOTH PARTIES will discuss and approve together the expenses.

The extracts above reveal that when getting into an agreement, each party is expected to fulfill their roles and obligations as explicitly stated in the MOA. The purpose of getting into the agreement and the scope of activities found at the beginning of the MOA serve as the basis for identifying the responsibilities that each party is expected to fulfill. These obligations are always presented in detail. While it may happen that both parties converge at some point in relation to their duties and responsibilities, there are always instances when points of divergence are identified.

Move 3b: Indicating terms and conditions

MOA 5

8. Terms and Termination

- 8.1 The MOA shall commence on the date of signature by both Parties (the later date if signed on different dates) and shall continue for a period of five years, at which point it can be renewed or will terminate automatically (the “Term”).
- 8.2 During the last year of the Term, the Parties will conduct a review of the arrangements described in this MOA. Subject to the agreement of both Parties, this MOA may be renewed for such further period and on such terms as the Parties may agree in writing.
- 8.3 Either Party may terminate this MOA at any time by giving the other Party no less than six months’ prior written notice of such termination, provided that such termination notice may not expire before the end of the current Academic Year (beginning on 1st September of any calendar year and ending on 31st August of the following calendar year).
- 8.4 Termination of this MOA shall not prejudice or affect the rights or remedies of either party against the other in respect of any breach of this MOA.

9. Data Protection

- 9.1 Student personal data will necessarily need to be exchanged and transferred between the Parties during the course of this MOA to enable the operation of the program.
- 9.2 The Parties agree that all personal data (as defined in the Data Protection Act 1998) created pursuant to this MOA will be processed fairly and lawfully by the Parties in accordance with the Data Protection Act 1998. XXXXX warrants that it has in place and undertakes to observe appropriate technical and contractual measures to ensure the security of the personal data and to guard against unauthorized or unlawful access to or processing of the personal data and against accidental loss or destruction of, or damage to, the personal data...

The example above proves that terms and conditions are indeed important as they spell out the rules and guidelines that both parties are expected to observe. These are thoroughly reviewed by both parties and validated by the legal counsel of both sides. If there are provisions which any of the parties find difficult to observe and might inconvenience any of them, these are modified until both parties give their consent. It is expected that the contracting parties exert extra effort to comply with these terms and conditions.

The finding that Move 3 consists of sub-moves/steps is further validated by the claim of Moreno and Swales (2018) that moves are indeed rhetorical units that perform coherent communicative functions in texts and that steps are considered to be multiple text fragments that realize the move. Furthermore, this finding is validated by the study of Swales (1990) that Move and Step is a robust and vigorous method of genre analysis and that the move captures the function and purpose of text at a more general level, while Step spells out more specifically the rhetorical means of realizing the function of Move.

Move 3: Stipulating the obligations of both parties (local)

As earlier discussed, this move emphasizes the obligations of both parties. As is the standard format, move 3 is found in the greater part of the MOA since the legal provisions are itemized and

tackled in detail. While this move is certainly present in all contracts investigated, at least seven out of the 10 documents examined had legal provisions not labeled or introduced by a heading. Similar to the documents for international collaboration, sub-moves/steps were found in Move 3 (Stipulating the obligations of both parties). These are Move 3a (Identifying roles and responsibilities) and Move 3b (Indicating terms and conditions).

Move 3a: Identifying roles and responsibilities

MOA 4

D. HEI UNIT's Obligations and Responsibilities

1. HEI UNIT shall accept the grant amounts for and in behalf of the GRANTEE UNIT;
2. HEI UNIT shall favorably endorse the Grantee Unit's Work and Financial Plan and Program Proposal for the approval of XXXXX;
3. HEI UNIT, upon receipt of the grant amount, per tranche, shall notify the XXXXX of receipt of the same by sending an acknowledgement receipt;
4. HEI UNIT shall review and endorse GRANTEE UNIT's Final Deliverables consisting of a complete documentation of the training delivered and a liquidation report with supporting proof of expenditures.

E. XXXXX's Obligations and Responsibilities

1. XXXXX shall, subject to its approval of the proposal submitted by the GRANTEE UNIT, provide funding support for the implementation of GRANTEE UNIT's XXXXX Program focused on providing intensive content or pedagogical knowledge to HEI Personnel for the XXXXX;
2. XXXXX shall issue a "Certificate of Award" to the GRANTEE UNIT that has fully complied with all requirements of the grant, and have had its XXXXX Program approved by XXXXX;
3. XXXXX shall endeavor to ensure timely disbursement of the grants. Provided funds disbursed shall not cover costs related to program development. XXXXX reserves the right to set a limit to the amount that may be awarded;

Given this example, it could be noted that for MOA 4 above, the expectations from each of the contracting parties are clearly indicated.

Move 3b: Indicating terms and conditions

MOA 6

D. Period of the Off-site Program

The extension program shall be available for a period of five (5) consecutive years.

E. Pre-termination

Either party may pre-terminate this MOA, for whatever reason, by giving the other party a written notice of such pre-termination at least sixty (60) days before the intended date thereof. Any and all costs, expenses, or losses incurred by both parties due to the pre-termination shall be for the account of the party that pre-terminated the MOA.

F. Amendment

This agreement may be amended only by the written agreement of the parties through their duly authorized representatives.

G. Transfer of Rights

Neither party may transfer, assign, nor cede any of its rights/obligations under this MOA without the prior written consent of the other party, and only upon the condition that the transferee/assignee shall be bound by the same terms, conditions, covenants and stipulations contained herein.

H. Severability

In the event that any term or condition of this MOA is in conflict with or is otherwise unenforceable under the law, rule or regulation, such term or condition shall be deemed stricken from this MOA, but such invalidity or unenforceability shall not invalidate or render unenforceable the remainder thereof.

I. Arbitration/Dispute Settlement

All disputes, controversy, claim, or disagreement in the interpretation of implementation of any of the provisions hereof, or arising out of or in connection with this MOA, or the breach, termination or invalidity thereof, shall be discussed by both parties in good faith and amicably resolved. Should the parties fail to reach an amicable settlement, their dispute shall be resolved with finality via arbitration under the rules of the Philippine Dispute Resolution Center Inc. (PDRCI).

It could be noted that for MOA 6 above, the expectations from each of the contracting parties are likewise clearly indicated.

Finally, there was one MOA among the 10 MOAs analyzed that did not employ sub-move/step 3b that should indicate the terms and conditions of the contract. It is to be noted that this cooperation was between the University and a local agency. Perhaps, given the extent of assistance that the University is expected to provide to the local agency, said agency no longer stipulated the terms of agreement and instead provided them in move 2 (Describing the scope of collaboration) where the expectations are succinctly expressed.

To reiterate, these results affirm the claim of Swales (1981) that in move analysis, the text can be described as a 'sequence of moves' where each move represents a stretch of text serving a particular communicative function. With the findings that apart from the moves, there are still sub-moves or steps present validate what Swales (1990) claimed that the function of the move is realized by the existence of one or more specific functions or steps.

Move 4: Signing consent (international)

Move 4 labeled as *Signing Consent* requires the signature of the authorized representatives indicated in Move 1. These representatives are usually, but not always, the highest officials of the institutions involved in the contract agreement. In the event that witnesses are required, they, too, affix their signatures in the document. Thus, the order of signatories follows what is presented in Move 1. This part also indicates the date of the execution (and the witnesses of each party) as seen in the example below.

MOA 9

EXECUTION	
Executed as an Agreement	
Executed for and on behalf of XXXXX by its duly authorized representative in the presence of:	
_____	_____
Signature of Witness	Signature of Authorized Representative
_____	_____
Name of Witness (BLOCK LETTERS)	Name of Authorized Representative (BLOCK LETTERS)
_____	_____
Address of Witness	Date
Signed by XXXXX in the presence of:	
_____	_____
Signature of Witness	Signature of Authorized Representative
_____	_____
Name of Witness (PRINT)	Date

What is striking in this move in MOAs for international collaboration is that there is no notary public found at the end of the document, except for one that employed a double notarial. A notary public notarizes a document to serve as proof that the lawyer has verified the personal appearance of the signatories as well as the genuineness of the signatures affixed. Perhaps, since it is impossible to expect that both parties representing their universities from two different countries appear to the same lawyer, this part is no longer observed in most of the MOAs investigated. Having been authenticated by the notary public, said document may also be admissible in evidence in court when MOAs become a failure. What is essential to note, however, is the fact that an unnotarized contract can still be legally binding. As it is, there is no need to have the document notarized; however, the notary provides the assurance that the contract is enforceable in courts.

Move 4: Signing consent (local)

MOA 8

IN WITNESS WHEREOF, we hereunto affix our signature on the date and at the place first mentioned above.

For: XXXXX

For: XXXXX

By:

By:

Name and Signature of Official
Representative

Name and Signature of Official
Representative

Signed in the presence of:

Name and Signature of Witness

Name and Signature of Witness

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Manila) S.S.
The principals

Names	Passport No.	Date/Place Issued
_____	_____	_____

appeared in person before me this ___th day of _____ in the City of Manila, presented to me an integrally complete instrument or document, exhibited to me their Passport, and presented to me that the signatures thereon were voluntarily affixed by them for the purposes stated therein, and declared that they executed the same as their free and voluntary act and deed. The principals acknowledged to me that if they are signing in a representative capacity, they have the authority to sign in that capacity.

The principals were identified by competent evidence of identity, namely a current identification document bearing their photographs and signatures.

The instrument consists of four (4) pages, including this page, signed on every page by the principals and their witnesses in reference to this Agreement.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.

Notary Public

With the example cited, it can be inferred that those who entered into the agreement personally appeared before the lawyers for the notarial public when the current situation does not actually oblige the signatories to personally appear before the lawyer. In fact, in many instances,

although not always, MOAs are simply sent to the notary public without the presence of the parties involved.

5.2 Obligatory and non-obligatory moves in the MOAs with international and local partners

As mentioned earlier, in classifying the moves as obligatory, they should have appeared in at least 60% of the corpus. This is anchored on Kanoksilapatham's (2007) definition of obligatory moves. Moves are obligatory based on the cut-off frequency of 60 percent occurrence as a measure of move stability.

It is worth noting that all moves in the MOAs with international institutions and agencies are obligatory. While there may be variations in the way they were presented, all moves were present in all 10 MOAs examined. Perhaps, since these MOAs have been reviewed by the respective legal departments of the academic institutions/agencies involved in the agreement, the legal counsels deemed it important that these moves be present. Moreover, their exposure to the legal profession have made them fully aware that there are three requisites of contract, at least in the case of Philippine universities: *consent*, *subject matter*, and *cause of obligations* as reflected in the Philippine Civil Code. These are all present in the MOAs examined and are subsumed under the moves investigated. This confirms Alido's (2019) claim that these moves are obligatory in the MOAs that she analyzed for academic collaborations in ASEAN countries. Similar to the findings in MOAs with international partnerships, all moves were found in the MOAs with local institutions/agencies. MOAs on local partnerships are likewise reviewed by the legal departments of both parties.

5.3 Terms of agreement reflecting legal value

Unlike other legal documents or contracts, the Memorandum of Agreement (MOA), while it may contain archaisms, does not use as much legal jargon. Some may even find the MOA more comprehensible compared to other documents due to less use of legal terms. But the question on whether or not the terms of agreement reflect legal value is an interesting matter to explore as the assessment may also depend on the wording of the agreement as well as the presence/absence of the requisite elements.

The MOA may be used to cooperatively work together on an agreed-upon purpose or meet an agreed objective and outline the discussed terms of a new relationship (www.uslegal.com). In the Philippine context, the MOA has always been considered to be a legal document which cannot be taken for granted. Alido (2019) claims that because the parties are bound by *estoppel*, the law may be enforced when one of the parties fails to fulfill a provision stipulated in the MOA.

The requisite elements that must be established to demonstrate the formation of a legally binding contract are (1) offer; (2) acceptance; (3) consideration; (4) mutuality of obligation; (5) competency and capacity; and, in certain circumstances, (6) a written instrument (www.uslegal.com). Thus, at the onset, there should already be the intention to create a legal relationship between the two parties and that there is a *meeting of minds* so that the succeeding elements are satisfied.

The following elements are defined for further illustration: 1.) Offer and Acceptance: a contract must include a specific offer and the acceptance of specific offer; 2.) Mutual Consent: the offer and acceptance must be freely consented to by the parties, without coercion and that both parties must agree to the same terms and must intend for a binding agreement to be formed; 3.) Consideration: this is something of value that is exchanged between the parties which can take the form of money, goods, or services; 4.) Competence: both parties must comprehend the situation

and understand what the contract will entail. It is to be understood that those entering into an agreement should be of legal age and mentally and psychologically able so as not to consider the contract as null and void; 5.) Legal Purpose: the purpose of the contract must fall within the confines of lawful conduct; and 6.) Written Instrument: The agreement is put into writing to formalize everything.

Employing the requisite elements cited above, the contracts examined showed that all requisite elements were present in the MOAs with international partners. While it may be possible that the MOAs were established through the initiative of a faculty or a department through long-standing relationships, all MOAs were formalized. This is one way of documenting all international partnerships, serving as proofs to accrediting bodies and agencies that the University is indeed progressive in its goal to internationalize its faculty and instruction, research, and community development programs, which are the three-pronged approach to education.

As earlier mentioned, Alido’s (2019) study underscored cognitive structuring of the MOA analyzed in terms of three general requisites identified in Article 1318 of the Philippine Civil Code, which include the following: 1) the consent of the contracting parties; 2) the subject matter of the contract; and 3) the cause of obligation which is established. These essential requisites have been found to be subsumed under 1.) offer and acceptance; 2.) mutual consent; 3.) consideration; 4.) competence; and 5.) legal purpose thereby creating binding relations between the parties involved.

For further illustration, examples are provided below:

Offer and acceptance

MOA 3

Aims

XXXXXX (Kaoshiung, Taiwan) and XXXXXX (Manila, Philippines) hereafter, XXXXXX and XXXXXX wish to develop reciprocal academic and cultural cooperation and agree to the following...

Mutual consent

MOA 3

Areas of Cooperation

Subject to mutual consent, the areas of cooperation offered at either University in which the two institutions believe cooperation is feasible and desirable and will contribute to fostering and developing a mutually beneficial relationship between the two institutions.

Consideration

MOA 3

Implementation

Subject to both the approval of the President of each institution, assistance will be provided for any one or more of the following activities of programs as mutually agreed by the parties:

1. Exchange of students and faculty;
2. Joint research activities;
3. Participation in seminars and academic meetings;
4. Exchange of academic materials and other information;
5. Special short-term academic programs.

Competence or legal capacity as a requirement is present in the MOA with international partners in that the parties entering into the agreement are able to make legal decisions. Moreover, being heads of their respective institutions imply that they are mentally and psychologically healthy and as representatives of their institutions, the contract they sign is enforceable. They likewise sign the contract because they see the *legal purpose* in doing so. Finally, it is easier to enforce a contract when it is *written out as a document*. Having fulfilled all the requisites, it can be said that the MOAs, in this case, contain terms of agreement that are binding as they have legal value.

Akin to the analysis done to the previous set of corpus, the MOAs for local partners also yielded the same results. They have also been formalized through the initiative of a faculty or department serving as evidence during international and local accreditations or assessments. But more than that, it is the University's role as a leading academic institution in the country to help thriving more so, struggling schools to continue to enhance their academic profile and research productivity as part of their commitment to nation-building.

Moreover, when compared to international MOAs, the local MOAs have been found to have a similar structure with international MOAs in that the three requisites cited in the Philippine Civil Code were also found in the contracts and subsumed under 1.) offer and acceptance; 2.) mutual consent; 3.) consideration; 4.) competence; and 5.) legal purpose. With these results, it can be inferred that the terms of agreement clearly reflect binding relations between the local academic institutions and agencies investigated.

Examples are found below.

Offer and acceptance

MOA 9

WHEREAS, the University has manifested its intention to affiliate its student with the CENTER, and the latter agrees and allows the affiliation of Clinical Psychology students, represented by XXXXX, subject to existing XXXXX Policies, Procedure and Guidelines governing Affiliation and Training of Students in the XXXXX, which the UNIVERSITY commits to strictly comply with...

Mutual consent

MOA 9

NOW THEREFORE, the parties hereby agree to stipulate as follows...

Consideration

MOA 9

1. Depending on the number of affiliates sent to the CENTER for each training period, the UNIVERSITY shall, before the start of each training period, pay in full the corresponding affiliation and user's fee;
2. Affiliating students must wear their prescribed school uniform during their rotation/training with the CENTER;
3. The UNIVERSITY hereby obliged itself to strictly comply with the provisions of this Contract including the existing XXXXX Policies, Procedures and Guidelines governing Affiliation and Training of Students in the XXXXX and other health agencies, and such other rules and regulations that the XXXXX and the CENTER may issue from time to time.

As stated earlier, *competence or legal capacity* as a requisite element is present in the MOA with local partners in that the parties that enter into the agreement are able to make legal decisions as they understand the situation. Moreover, having seen a *legal purpose* for signing the documents, the signatories acting as representatives of each party are of major age and are mentally and psychologically fit, making the *written instruments* valid and enforceable.

Finally, Alido (2019), in the earlier section of the study, avers that the notarial acknowledgement lends certainty and assurance to the novelty of the agreement since it is to be executed and listed in the registry book of instruments ratified by a notary (De Leon, 2003; Guevara, 1998; Peña, 1994; and Nollado, 1988). A close examination of the 10 local MOAs revealed the presence of the notarial acknowledgement in contrast to the 10 international MOAs where only one was found to have a double notarial acknowledgement. As expected, double notarial acknowledgement is provided to an international MOA where each of the parties involved get their notarial acknowledgement from their respective countries.

The presence of the aforementioned requisites therefore creates binding obligations that are enforceable by a court of law. With this, the court can compel a non-compliant party to abide and fulfill the terms of agreement as this has been clarified and agreed upon right at the onset of the cooperative relationship. Indeed, the document, having been authenticated by the notary public, can be admissible in evidence in court when MOAs become a failure.

6. Conclusion

The MOA, as a legal document for academic collaboration, is distinguishable from other legal genres in that it also employs moves and sub-moves or steps that may shape its formulaic structure. Given the fact that academic institutions have their own way of preparing this contract, there is no standard way of preparing this legal document. This is evidenced by the fact that discourse studies

using this legal genre is rather scanty. The study also proves that regardless of the partnership, whether local or international, the same moves are employed in this legal genre.

It is to be highlighted that under the New Civil Code, ordinary contracts are legally binding provided the three elements of *consent*, *object*, and *cause* are present. Parties getting into mutual cooperation should understand that there are requisite elements that can make a MOA valid and legally enforceable. As the signatories have the legal capacity or competency to get into a MOA, they should be aware of the contract they are signing and the terms of agreement that are legally binding. This can be achieved if they know how MOAs are constructed by looking into the move structures. They should likewise be cautioned that specific conditions make a contract enforceable.

Compared to other legal documents, there are some who have the mistaken view that the MOA, as an ordinary contract, is not legally binding. This may be due to the fact that in terms of provisions, the wordings are not as difficult to comprehend even with the presence of some legal and archaic words such as *herein*, *hereby*, *therein*, *thereon*, *whereas*, *witnesseth*, and *Know All Men By These Presents*, to name a few. It should be noted that even if the text itself is difficult to comprehend, the fact that there is the act of agreeing (whether oral or written) signals consent, and therefore, the MOA is legally binding. In addition, since some MOAs pertain to academic collaborations, some hold the view that non-compliance with the provisions is not as serious as the other contracts and cannot be equated to harsh, grave, or serious penalties.

Since almost all the MOAs analyzed lacked some important parts as they are generally short, it is important that sections such as the *Operative Part*, which includes the *Definition of Terms* be included to minimize misinterpretation of terms and the provisions. Likewise, the presence of the *Arbitration Clause* is essential to avoid the filing of legal cases when some provisions are not fulfilled by either party. In the event that there is a breach of contract between a local and an international university, the question of jurisdiction may likely to occur. After all, the contract is not just a piece of paper but it is the law between the parties concerned.

Finally, future studies using the MOA as corpus can be conducted in terms of the analysis of the linguistic features such as binomial expressions, complex prepositions, legal archaisms, sentence length and complexity, among others. This way, a close connection can be established between the organizational structures and linguistic features that would show the mapping of form and function.

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