

MEMORANDUM OF AGREEMENT

By and Between the Batangas State University and Partner State Universities and Colleges for the **Building Research and Innovation Developmental Goals for Engineering State Universities and Colleges (SUCs) or BRIDGES Program**, specifically, for the **BEAMS** project.

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, executed and entered into by and among:

The **BATANGAS STATE UNIVERSITY** with principal office at Rizal Avenue, Batangas City, Batangas, herein referred to as **BatStateU** and **LEAD SUC** and represented by **Dr. TIRSO A. RONQUILLO**, President; and

The **BULACAN STATE UNIVERSITY** with principal office at Malolos, Bulacan, represented by **Dr. CECILIA N. GASCON**, President;

The **DON HONORIO VENTURA STATE UNIVERSITY** with principal office at Bacolor, Pampanga, represented by **Dr. ENRIQUE G. BAKING**, President;

The **KALINGA STATE UNIVERSITY** with principal office at Tabuk, Kalinga Apayao, represented by **Dr. EDUARDO T. BAGTANG**, President;

The **MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE** with principal office at Bontoc, Mountain Province, represented by **Dr. REXTON F. CHAKAS**, President;

The **TARLAC STATE UNIVERSITY** with principal office at Tarlac, Tarlac, represented by **Dr. MYRNA Q. MALLARI**, President;

The **UNIVERSITY OF RIZAL SYSTEM** with principal office at JP Rizal Avenue, Brgy Sampaloc Tanay Rizal, represented by **Dr. NANCY T. PASCUAL**, President; and

The **UNIVERSITY OF SOUTHERN MINDANAO** with principal office at Kabacan, North Cotabato, represented by **Dr. FRANCISCO GIL N. GARCIA**, President;

Individually referred to as Partner SUC, and collectively as Partner SUCs.

WITNESSETH THAT:

WHEREAS, State Universities and Colleges (SUCs) carry-out critical functions of Instruction, Research, Extension, and Production that are vital in societal, economic development and survival of the country;

WHEREAS, the Batangas State University Strategic Plan 2019 – 2029, mandates the University to be the primary generator of new knowledge on its niche areas by conducting high – impact research that provides innovative solutions to emerging societal problems for national development;

WHEREAS, with more than 100 SUCs distributed all over the Philippines, the university shall partner with selected SUCs to conduct relevant research that reaches greater area;


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President, Tarlac State University


Dr. NANCY T. PASCUAL
President, University of Rizal System Mindanao


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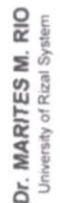

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Kalinga State University


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Mountain Province State Polytechnic College


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Tarlac State University


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University of Rizal System


Engr. WILLIE JONES SALLING
University of Southern Mindanao


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President, Batangas State University

WHEREAS, with engineering as its core competency, the university selected experts in different engineering fields to develop programs that can be collaborated with other universities and shall advocate to train faculty members of other SUCs to capacitate them in conducting university – lead research;

WHEREAS, the BRIDGES Program or Building Research and Innovation Developmental Goals for Engineering SUCs (BRIDGES), as approved by BOR Res. No. 136, S.2020, shall serve as the University's research program that engages other SUCs with engineering programs towards the development of high – impact research for socio – economic development;

WHEREAS, there is a need for the LEAD SUC and the partner SUCs to collaborate; share experiences, knowledge and resources in order to become more efficient and effective in carrying out the activities and achieve the expected outputs and outcomes of the research program;

NOW THEREFORE, for and in consideration of the above premises and mutual covenants, agreements and stipulation hereinafter set forth, the parties agree to jointly undertake the implementation of the Project: BEAMS or Building Earthquake-effect Assessment and Monitoring System, which aims to develop a wireless sensor network for monitoring conditions of infrastructures in different government agencies, under the Building Research and Innovation Developmental Goals for Engineering SUCs (BRIDGES) Program.

ROLES AND RESPONSIBILITIES OF THE PARTIES

THE LEAD SUC SHALL:

1. Provide technical assistance and logistics and manpower to assist the Partner SUCs in carrying out the objectives of the project;
2. Allocate financial resources for the Project Management Team (PMT) of the LEAD SUC, to ensure attainment of the project's goals and objectives;
3. Train the project staff of partner SUCs on technology development, data acquisition, data analysis, technology deployment and validation;
4. Guarantee the confidentiality and security of all data, reports and documents submitted by the partner SUCs;
5. Conduct quarterly monitoring and evaluation of project activities and accomplishments in all the Partner SUCs; and
6. Provide the partner SUCs with the complete result and findings of the study.

THE COLLABORATING SUC SHALL:

1. Designate a project leader who will be the overall coordinator together with his / her project staff (and collaborators, if necessary) who are willing to undertake the research project. The designation must be supported by a special order from the head of the agency of the partner SUCs, indicating the composition of the respective PMT;
2. Allow the PMT to utilize resources of the university in the co-development of the technology, conduct of meetings, visit of facilities, gathering and validating the data needed for the research;
3. Submit progress reports to the PMT of the LEAD SUC and upload the data to the computer server of the LEAD SUC;


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President, Balangas State University

4. Allow the PMT of the PARTNER SUCs to attend trainings, meetings, data consolidation and validation, seminars, and other activities to be conducted or organized by the LEAD SUC;
5. Allocate financial and human resource to ensure attainment of the project's goals and objectives;
6. Encourage the researchers to publish the outputs of the research in a reputable scientific journal; and
7. Allow the researchers to present the results in a research results utilization/dissemination conference/seminar to be organized and conducted by the Project.

OWNERSHIP OF RESEARCH OUTPUTS

The Lead SUC and the Partner SUCs hereby agree and understand that intellectual property rights, ownership and enjoyment thereof arising from this project shall be governed by the applicable provisions of *RA 10055 (An Act Providing the Framework and Support System for the Ownership, Management, Use, and Commercialization of Intellectual Property Generated from Research and Development funded by Government and for other purposes)*, *RA 8439 (An Act Providing a Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government)*, and *RA 8293 (An Act Prescribing the Intellectual Property Code and Establishing the Intellectual Property Office, Providing for Its Powers and Functions, and for Other Purposes)* including their respective Implementing Rules and Regulations such as but not limited to the following:

- a. Any publication arising from the activities undertaken by virtue of and pursuant to this MOA shall clearly establish and identify the Parties as the source of the output and grant, respectively;
- b. All reports arising from activities undertaken by virtue of and pursuant to this MOA shall be made in the name of the Parties, as source of the output and grant, respectively. The names of the principal authors, researcher and/or Project Leaders/Research Team Managers shall be identified, recognized and included in the report;
- c. The **LEAD SUC** and its **PARTNER SUCs** shall have the right to freely use all data and findings by virtue of and pursuant to this Contract for any of the purposes within its legal mandate. The **PARTNER SUCs** shall be acknowledged in the report as principal authors, researchers and/or Project Leaders/Research Team Managers and shall provide the **LEAD SUC** written updates on the use of any of the data or information contained in the report and the purposes thereof, to ensure that government-funded researches are utilized, continuously supported, and properly documented for the widest dissemination and use by the general public, and to encourage further scientific studies and researches;
- d. The **LEAD SUC** and the **PARTNER SUCs** shall ensure that the research conducted and its outcome would not violate the intellectual property rights of any third party.

ETHICAL CONDUCT OF RESEARCH

The **LEAD SUC** and the **PARTNER SUCs** have the responsibility of ensuring that the conduct of the research is in accordance with ethical research standards. The same sanction cited in the main MOA shall apply to violations found under this provision of the Contract.


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Engr. WILLIE JONES SALLILING
University of Southern Mindanao


Engr. ALBERTSON D. AMANTE
Balangas State University

EFFECTIVITY

The Memorandum of Agreement shall take effect and shall continue to be enforced for a period of one (1) year and/or until renewed and subject to amendment thereafter, upon mutual consent of the parties concerned unless otherwise mutually revoked in writing by the concerned parties, upon 90-day notice to each other.

AMENDMENT

Any modification/amendment/addendum to this MOA shall be mutually agreed upon in writing and signed by all parties.

TERMINATION

Either of the parties may terminate this Agreement at any time for just and valid reason, by giving a written notice at least (30) days prior to the intended date of termination.

Termination initiated by a Partner SUC or by the Lead SUC against any of the Partner SUCs may be made without affecting the validity of this MOA as to those Partner SUC not terminated.

SEPARABILITY

Should any portion or part of this AGREEMENT be declared by competent court to be void or unenforceable, the rest of the portion shall remain valid, binding and effective and respected by the PARTIES provided the same can independently stand even without the other.

IN WITNESS WHEREOF, we have set our signature on this ____ day of March 2021 at Batangas City, Philippines.



DR. TIRSO A. RONQUILLO
President, BatStateU



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President, Bulacan State University



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President, Tarlac State University



DR. FRANCISCO GIL N. GARCIA
President, University of Southern Mindanao

WITNESSES

For Batangas State University:


Engr. ALBERTSON D. AMANTE
VP for Research, Development and Extension Services


For Bulacan State University:


Engr. ERWIN DR. MAGSAKAY
VP for Research, Development and Extension

For Don Honorio Ventura State University:


Engr. JUN P. FLORES
Dean of the College of Engineering and Architecture

For Kalinga State University:


DR. JOVITA E. SAGUBO
VP for Research and Extension

For Mountain Province State Polytechnic College


DR. ANNIE GRAIL F. EKID
VP for Research, Development and Extension

For Tarlac State University


DR. ARMEE N. ROSEL
VP for Research and Extension Services

For University of Rizal System


DR. MARITES M. RIO
VP for Research, Development, Extension and Production

For University of Southern Mindanao


Engr. WILLIE JONES SALLING
Project Leader

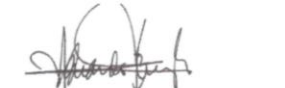

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President, Bulacan State University

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Batangas City) S. S.

BEFORE ME, a Notary Public, for and in the City of _____
this _____ day of _____, 2021, personally appeared:

	CTC No. / ID No.	Issued on/ Issue at
Dr. TIRSO A. RONQUILLO		
Dr. CECILIA N. GASCON		
Dr. ENRIQUE G. BAKING		
Dr. EDUARDO T. BAGTANG		
Dr. REXTON F. CHAKAS		
Dr. MYRNA Q. MALLARI		
Dr. NANCY T. PASCUAL		
Dr. FRANCISCO GIL N. GARCIA		


Known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a Memorandum of Agreement (MOA) consisting of six (6) pages, including the page in which this Acknowledgment is written, signed by parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and place above written

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021


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Batangas State University


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University of Southern Mindanao


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