

RESEARCH SERVICE AGREEMENT

This RESEARCH SERVICE AGREEMENT (“RSA”) is executed on this \_\_\_\_ day of March 2023, in \_\_\_\_\_ City by:

The UNIVERSITY OF THE PHILIPPINES, the national university, a public and secular institution of higher learning created by Act No. 1870, as amended by Republic Act No. 9500, with principal office at the 2<sup>nd</sup> Floor North Wing, Quezon Hall, UP Campus, Diliman, Quezon City 1101, represented herein by its PRESIDENT, ANGELO A. JIMENEZ, and hereinafter referred to as “UP”

-- and --

“COLLABORATOR.”

UP and the COLLABORATOR may be collectively referred to as “parties”, or individually as a “party”, where appropriate.

WHEREAS, UP developed or otherwise invented the device described as the \_\_\_\_\_, and its related paraphernalia, which the COLLABORATOR recognizes is solely owned by UP;

WHEREAS, UP wishes to engage the COLLABORATOR to test the said device and its related paraphernalia in a \_\_\_\_\_ setting, subject to the terms of this RSA and its Annex “A” (the “Services”);

WHEREAS, the COLLABORATOR is willing to provide the Services to UP as part of UP’s ongoing research regarding the industrial applications of the said invention;

NOW, THEREFORE, the parties have agreed on the following:

1.0 DEFINITIONS

For purposes of this RSA, the following terms shall have the following meanings:

- (a) **Confidential Information** shall mean all information not generally available to the public relating to the discloser (the “Discloser”) or its subsidiaries, their past, existing or future business, operations, plans or projects, research, technology and intellectual property (whether verbal or written, in tangible or intangible form) which the Discloser may disclose, or provide access, to the recipient (the “Recipient”) in the course of presentations and discussions between UP and COLLABORATOR pursuant to this RSA. The parties agree that when the “Discloser” is UP or the INVENTOR, the term “Discloser” shall be understood and agreed to include UP and the PROJECT LEADER.
- (b) **Service Results** shall mean any and all information, data or conclusions generated or developed from the rendition by the COLLABORATOR of the Services to UP, and vice versa, including, but not limited to, data, reports, notes, compilations and other materials relating to the results of the Service and which information, data or conclusions shall be prepared in writing by UP through the PROJECT LEADER and submitted by UP to the COLLABORATOR. The Service Results do not include intellectual property developed by or utilized by UP in the provision of the Services, with the COLLABORATOR acquiring no interest in, or right to use, any such intellectual property by reason of this RSA.
- (c) **Force majeure** shall mean any event which is beyond the control of the non-performing party, and which is unforeseen, unavoidable or insurmountable, and which arises after this RSA has become effective. It includes, but is not limited to, fire, flood, earthquakes, storms,

lightning, epidemic, war, riot, civil disturbance, sabotage, judicial restraint, and (provided there is no fault to procure permits, licenses, or authorization from any agency or person for any of the supplies, materials, accesses, or services required to be provided by either party under this RSA), strikes, work slowdowns or other labor disturbances.

## 2.0 SERVICES

2.1. The COLLABORATOR will perform the Services, more specifically described in Annex “A”, with the consent of the owner of the invention and its related patents and patent applications.

2.2. The Services may include the provision of improvements, additions or changes to any information, product or technique which is the subject of the Services or the provision of solutions to problems identified in such information, product or technique or created as a result of the performance of the Services. This shall not, however, be interpreted to limit the undertaking of the COLLABORATOR under Annex “A” to disclose to UP the results and analysis of the testing of modified products in accordance with Annex “A”, or the right of UP to use the products that was developed/modified by the COLLABORATOR’s Service Results.

2.3. The Service that will be rendered by the COLLABORATOR shall be completed within the specified number of days from the delivery by UP to the COLLABORATOR of the products included in Annex “A”.

2.4. In the event that the objectives are not completed within such period, UP shall have the option to terminate this RSA without liability and without prejudice to the other remedies it may be entitled to under this RSA, or at law or equity. If the COLLABORATOR cannot complete the objectives of the Service because its facilities, which are necessary for the rendition of the Services, are not available as the same are being used for other purposes or due to force majeure, the COLLABORATOR shall inform the PROJECT LEADER, the authorized representative of UP, of such delay via electronic mail, or through the delivery of a written notice in person, or via courier or post. Such notice shall be deemed to have been properly given and effective: (a) on the date of transmission in the case of electronic mail, if sent during the normal business hours of the PROJECT LEADER; (b) on the date of delivery if delivered in person during the normal business hours of the PROJECT LEADER; or (c) on the date of delivery if delivered by courier, express mail service, or first-class mail, registered or certified, return receipt requested. Such notice shall be sent or delivered to the address of the PROJECT LEADER given below, or to such other address as the PROJECT LEADER shall designate in writing.

2.5. Any notice required to be given under this RSA by any party hereto shall be in writing and sent by electronic mail (“e-mail”), or through the delivery of a written notice in person, or via courier or post to:

FOR THE UNIVERSITY OF THE PHILIPPINES

To :  
Address :  
Telephone :  
Email :

FOR THE COLLABORATOR

To :  
Address :  
Telephone :  
Email :

### 3.0 CONFIDENTIALITY

3.1. UP and the PROJECT LEADER may disclose its Confidential Information to the other party to facilitate the performance by the parties of this RSA.

3.2. The Recipient will use all reasonable efforts to treat and keep confidential, and cause its directors, officers, and employees to treat and keep confidential, any Confidential Information received by it from the Discloser, whether such information is marked or described as "Confidential." In no event will efforts to keep confidential information be less than the degree of care and discretion the Recipient exercises in protecting its own confidential information. Any Confidential Information will be disclosed within the Recipient's own organization on a "need to know" basis. A breach by any of the directors, officers and employees of the Recipient of the confidentiality obligations hereunder shall be deemed a breach by the Recipient itself of such confidentiality obligations.

3.3. Confidential Information shall not be copied, reproduced in any form or stored in a retrieval system or database by the Recipient except for such copies and storage as may reasonably be required internally by the Recipient, for the purpose of this RSA.

3.4. Upon termination or expiration of this RSA, Confidential Information shall not be copied, reproduced in any form or stored in a retrieval system or data base by the Recipient, and the latter shall immediately return all materials containing Confidential Information, all copies thereof in any form whatsoever, delete Confidential Information from all retrieval systems or databases or destroy the same as directed by UP. The COLLABORATOR, shall, furnish a notarized certificate from a duly authorized officer of the COLLABORATOR of such deletion or destruction.

### 4.0. EXCLUSIONS TO THE CONFIDENTIALITY UNDERTAKINGS UNDER SECTION 3

4.1. The obligation to keep any Confidential Information will not apply to information which: (i) is already public knowledge or was already known to the Recipient prior to the disclosure to it by the Discloser, and will cease to apply when, through no fault or omission of the Recipient or its directors, officers or employees, such information becomes public knowledge; (ii) is received by the Recipient from a third party without a duty of confidentiality; (iii) is required by law or regulation (including that of stock exchanges) or ordered by judicial or administrative process to be disclosed; or (iv) when the Discloser gives its prior written consent to disclosure.

4.2. In the event that the Recipient or any of its directors, officers, employees, consultants or agents are required by legal process to disclose any of the Confidential Information, the Recipient will provide the Discloser with prompt notice so that the Discloser may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Recipient will disclose only that portion of the Confidential Information which its legal counsel advises that it is legally required to disclose.

## 5.0 DATA PRIVACY

5.1. The COLLABORATOR shall ensure that it complies with Republic Act No. 10173, its implementing rules and regulations, and the pertinent issuances of the National Privacy Commission (among other laws, rules, and government regulators, as applicable) in processing personal information and sensitive personal information (collectively “personal data”) obtained in the course of using the \_\_\_\_\_.

5.2. The COLLABORATOR shall ensure that the affected data subjects or personal data owners give their express, written consent to allow UP (or any of its academic units) to use said personal data for purposes of further developing the (name of technology), publishing relevant information regarding said (name of technology), or other research purposes.

5.3. The written consent obtained by the COLLABORATOR shall be transmitted to UP, together with the affected data subjects’ contact details, to facilitate verification whenever necessary.

## 6.0 FEES

There will be no fees that will be imposed for the use of the device, and its related paraphernalia, by the COLLABORATOR. The services that will be provided by the COLLABORATOR regarding the industrial applications of the inventions shall be free of charge. The COLLABORATOR does not answer for the deterioration of the thing loaned due only to the use thereof and without his fault.

## 7.0. OBLIGATIONS OF THE COLLABORATOR

7.1. The COLLABORATOR shall be held liable for its failure to exercise the level of care expected of it, and to compensate UP for any damage on the device which may result from the failure of the COLLABORATOR to exercise the quality of care required of it.

7.2. The COLLABORATOR shall use the device, and its related paraphernalia, according only to its designated use and purpose. Further, the COLLABORATOR shall not let any third party use the device, and its related paraphernalia, without the consent of UP.

7.3. The COLLABORATOR shall be responsible and financially liable for the loss of the (name of technology), and its related paraphernalia.

## 8.0 SERVICE RESULTS

8.1. After the completion of the Service to the satisfaction of the PROJECT LEADER, the COLLABORATOR shall give the Service Results to the PROJECT LEADER. The PROJECT LEADER agrees to use and test the Service Results for the minimum period indicated in Annex “A”. The PROJECT LEADER shall submit to the COLLABORATOR the results of the evaluation of the Service Results, outside the period of the Service indicated in Annex “A”.

8.2. Solely for the purposes of studying and/or verifying the Service Results, the COLLABORATOR shall also allow representatives of UP to conduct an ocular inspection of any subject developed through the Service, upon prior written notice to the COLLABORATOR and during reasonable office hours.

## 9.0 OWNERSHIP, USE AND PUBLICATION OF SERVICE RESULTS

The COLLABORATOR and UP agree that both parties shall own the Service Results with full right to use and publish the same. In addition, UP reserves the right to use all data and findings by virtue of and pursuant to its academic freedom guaranteed under the Constitution without need of consent from the COLLABORATOR.

## 10.0 NO REPRESENTATIONS AND WARRANTIES ON SERVICE RESULTS

Except as otherwise provided in this RSA, UP makes no representations and warranties, either expressed or implied, as to any matter, including, without limitation, the existence or non-existence of competing technology, the condition, quality or freedom from error of the Services, the Service Results, or any part thereof, or the merchantability or fitness for any particular purpose of the Invention.

## 11.0 FORCE MAJEURE

None of the parties shall be considered to be in default of this RSA if a delay in or a failure of performance shall be due to force majeure the effect of which, despite the exercise of reasonable diligence, is the prevention of the total or partial performance of this RSA by the affected party.

## 12.0. TERMINATION

12.1. In the event that any party fails to remedy any breach or default on its part within fifteen (15) days after receipt of the written notice of the other party to that effect, the party not in default may upon written notice to the party in default terminate this RSA and any further right of the party in default under this RSA. Any such termination is without prejudice to any other right or remedy of the party not in default, including the right to collect the sum due to it at the time of such termination.

12.2. The provisions regarding **Confidential Information** shall nevertheless survive termination until the COLLABORATOR furnishes to UP a notarized certification, executed by its duly authorized officer (and as attested to by its corporate secretary as to the authority of said executing officer), that said confidential information has been deleted or destroyed, where applicable.

## 13.0 INDEMNIFICATION

The COLLABORATOR will defend, indemnify and hold harmless the PROJECT LEADER and UP from all actual, reasonable and documented liabilities, demands, damages, expenses and

losses arising out of the use by the COLLABORATOR or by any party acting on behalf of or under authorization from the COLLABORATOR of any product or technique which is the subject of the Services or is created or modified based on the Service Results.

#### 14.0. USE OF UNIVERSITY NAME

The COLLABORATOR will not use the name of UP or the PROJECT LEADER in conjunction with the COLLABORATOR's use or exploitation of the Service Results, including, without limitation, the development, production or marketing of its products.

#### 15.0 SEVERABILITY

In the event that a part of this RSA has been deemed void or unenforceable by a court with proper jurisdiction, the remaining parts of the said RSA shall continue to be in full effect.

#### 16.0 GOVERNING LAW AND VENUE

This RSA will be governed by Philippine laws. In case of disputes, the parties shall exert earnest efforts to settle their differences in the most amicable manner possible. In case of litigation, the same shall be exclusively initiated in the appropriate courts of Quezon City.

#### 17.0. APPROVAL AND EFFECTIVITY

17.1. This RSA shall take effect upon the signing of the authorized representatives of the parties and the subsequent notarization thereof. Reckoned from said date, this RSA shall be in effect for one-hundred fifty (150) calendar days; and this period shall not be extended without the express, written consent of UP.

17.2. The effective period of this RSA includes installation and delivery of the device; testing thereof; rendition of the Service described in Annex "A"; and submission and validation of the Service Results.

#### 18.0 AUTHORITY OF SIGNATORIES

Each party represents to the other that: (a) its signatory has full authority to execute this RSA and bind said party to full performance of its obligations herein set forth; (b) it has obtained all the approvals necessary for the due execution and performance of this RSA; and (c) this RSA constitutes its legal obligation, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereunto acting via their respective representatives, affix their respective signatures this \_\_\_\_\_ day of \_\_\_\_\_ 2024, at \_\_\_\_\_, Philippines.

UNIVERSITY OF THE PHILIPPINES

COLLABORATOR.

By:

By:

\_\_\_\_\_  
ANGELO A. JIMENEZ  
President

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_

Project Leader

Date: \_\_\_\_\_

\_\_\_\_\_

WITNESS

Date: \_\_\_\_\_

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in \_\_\_\_\_ City, this \_\_\_\_\_ day  
of \_\_\_\_\_ 2023, personally appeared:

| Name              | ID Number | Issued at<br>(Place) | Issued on<br>(Date) |
|-------------------|-----------|----------------------|---------------------|
| ANGELO A. JIMENEZ |           |                      |                     |
| COLLABORATOR      |           |                      |                     |

known to me to be the same persons who executed the foregoing instrument described as a Research Service Agreement (“RSA”), consisting of \_\_\_\_\_ (\_\_\_\_) pages including this acknowledgment page, and Annex “A”, but excluding other annexes, and acknowledged before me that its execution is their own, respective, voluntary act, and that of the respective entities they represent.

WITNESS NOW MY HAND AND SEAL on the date and in the place indicated above.

Doc. No.: \_\_\_\_\_;  
Page No.: \_\_\_\_\_;  
Book No.: \_\_\_\_\_;  
Series of 2024.