**MEMORANDUM OF AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** is entered into this 23rd day of April, 2025 by and between:

**BATANGAS STATE UNIVERSITY ARASOF-Nasugbu**, a constituent campus of Batangas State University, The National Engineering University by virtue of Republic Act 11694, with office and postal address at R. Martinez Street, Brgy. Bucana, Nasugbu, Batangas, Philippines, herein represented by its Chancellor, **Dr. ENRICO M. DALANGIN**, hereinafter referred to as the **“FIRST PARTY”**

and

**LIAN NATIONAL HIGH SCHOOL,** a public secondary educational institution dedicated to providing quality education to its students, located in Barangay Malaruhatan, Lian, Batangas, Philippines, represented herein by its Principal, **Dr. JORGE C. BAUTISTA**, hereinafter referred to as “**SECOND PARTY**”

WITNESSETH

**WHEREAS**, **FIRST PARTY** has developed a research technology/output essential to lessen the manual processes in monitoring and management of the school, the details of which are set forth in Annex “A” attached hereto (DocMaP: A Document Management Portal with Integrated Smart Analytics), and the **FIRST PARTY** holds exclusive knowledge and confidential information pertaining to its designs, applications, and/or production;

WHEREAS, the **FIRST PARTY** has agreed to grant to the **SECOND PARTY** its rights and interests to utilizeDocMaP: A Document Management Portal with Integrated Smart Analytics and the latter desires to acquire from the former the said rights and its trade secrets or matters relating to its model or design, application, function, usage and production for effective assessment;

**NOW**, **THEREFORE**, in consideration of the above premises, and of mutual covenants and agreements set forth herein and, the parties hereto agree to enter into this Agreement under the following terms and conditions:

**Section I. ASSIGNMENT**

1. The **FIRST PARTY** hereby assigns and transfers to the **SECOND PARTY** all rights possessed by the **FIRST PARTY** with respect to the utilization of DocMaP: A Document Management Portal with Integrated Smart Analytics including the privilege to use the confidential information for any purpose it may serve, particularly in its operational assessment and development or any aspect relating to it;

**Section II. Roles and Responsibilities of the FIRST PARTY**

1. The **FIRST PARTY** shall allow the transfer of the DocMaP: A Document Management Portal with Integrated Smart Analytics to the **SECOND PARTY** for possible utilization in the form of system improvement or product development, subject to the intellectual property rights of BatStateU or the student-researchers;
2. The **FIRST PARTY** shall conduct a (1) day training on the use and basic know-how of the DocMaP: A Document Management Portal with Integrated Smart Analytics to the target end-users;
3. The **FIRST PARTY** shall provide resource speakers, trainers, training venue, facilities, and training materials, for both participants and committee, during the training.
4. The **FIRST PARTY** agrees to disclose all the information known to the **FIRST PARTY** to the **SECOND PARTY**, or any person nominated by the **SECOND PARTY**, and provide all other reasonable assistance and information, including but not limited to all the technical documentation, as may be reasonably necessary in order to assist the **SECOND PARTY**, or its nominee, to develop, use, and/or DocMaP: A Document Management Portal with Integrated Smart Analytics;
5. The **FIRST PARTY** agrees that, without the prior written consent of the **SECOND PARTY**, it shall not communicate or otherwise make available the confidential information/trade secrets to any third party, particularly with its competitors; and/or
6. The **FIRST PARTY** agrees not to directly or indirectly participate, assist, be concerned with, or be interested in any trade or industry that competes with the **SECOND PARTY** activities or venture in connection with the DocMaP: A Document Management Portal with Integrated Smart Analytics;
7. In the event that information disclosed by the **FIRST PARTY** to the **SECOND PARTY** is not sufficient to enable the proper assessment of the DocMaP: A Document Management Portal with Integrated Smart Analytics, the latter may serve notice to the former to that effect, identifying the areas of deficiency in the information disclosed;
8. To ensure the sustainability, continued development, and/or maintenance of the system provided to the Second Party, the **FIRST PARTY** agrees to assign a new set of students enrolled in the Capstone course each academic year or term, as applicable. These students will be tasked with either enhancing the existing system or developing a new solution aligned with the evolving needs of the Second Party.

**Section III. Roles and Responsibilities of the SECOND PARTY**

1. The **SECOND PARTY** is responsible for ensuring that the research technology and output's trade secrets and sensitive information are utilized solely for utilization and assessment purposes;
2. The **SECOND PARTY** shall enjoy the free web hosting of DocMaP: A Document Management Portal with Integrated Smart Analytics **until July 2025** and once expired;
3. The **SECOND PARTY** is responsible for the renewal of the subscription for the web hosting of DocMaP: A Document Management Portal with Integrated Smart Analytics, to maintain its accessibility over the Internet;
4. The **SECOND PARTY** is responsible for hiring a project-based full-stack developer who will be in charge of the maintenance, repair, administration, and possible improvement of DocMaP: A Document Management Portal with Integrated Smart Analytics;
5. The **SECOND PARTY** shall identify and monitor the attendance of the target end-users in the (1) day training on the use and basic know-how of DocMaP: A Document Management Portal with Integrated Smart Analytics;
6. The **SECOND PARTY** shall provide certificates of recognition to the resource speakers, trainers, developers, and committee, which shall be awarded during the (1) day training on the use and basic know-how of DocMaP: A Document Management Portal with Integrated Smart Analytics;
7. The **SECOND PARTY** shall provide morning and afternoon snacks and packed lunches for the resource speakers, trainers, developers, Committee, and participants during the one (1) day training on the use and basic know-how of DocMaP: A Document Management Portal with Integrated Smart Analytics;
8. The **SECOND PARTY** shall allow the **FIRST PARTY’s** extension team to conduct monitoring activities to evaluate the progress of the implementation of DocMaP: A Document Management Portal with Integrated Smart Analytics;

1. The **SECOND PARTY** shall, as a recipient of the **FIRST PARTY’s** right to utilize the DocMaP: A Document Management Portal with Integrated Smart Analytics, in return, give academic support to the university which may include but not be limited to the following: (1) training programs to students and faculty; (2) curriculum enrichment; and (3) laboratory support in any form;
2. The **SECOND PARTY** shall not produce DocMaP: A Document Management Portal with Integrated Smart Analytics without the written consent of the **FIRST PARTY** and student researchers;
3. The **SECOND PARTY** shall respect and recognize the intellectual property rights over DocMaP: A Document Management Portal with Integrated Smart Analytics which shall remain with the **FIRST PARTY**;

**Section IV. Miscellaneous Provisions**

1. It shall be the duty of both parties to conduct an assessment to determine the impact and sustainability of the transferred technology after **One (1)** year of utilization. For this purpose, both parties shall each assign qualified personnel to constitute a committee to conduct this assessment. A report on the impact assessment with proper recommendations shall be submitted to the management of both parties;
2. This agreement shall take effect upon signing thereof. The duration shall be without prejudice to the conduct of the Impact Assessment;
3. Both parties acknowledge that confidential information may be acquired during the existence of this Agreement. Thus neither party shall, without the written consent of the other, disclose any nor all parts of the confidential information acquired by the parties to any person, including any third party or employee of the parties, unless such persons are required to have the knowledge to such confidential information for the parties to achieve their mutual purposes in accordance with the Data Privacy Act of 2012;
4. Both parties hereby acknowledge that DocMaP: A Document Management Portal with Integrated Smart Analytics relative to this agreement is owned by the **FIRST PARTY**, which shall retain all ownership, rights, and interest in the said DocMaP: A Document Management Portal with Integrated Smart Analytics. The **SECOND PARTY** shall not and does not claim any ownership, right, or interest whatsoever in the said DocMaP: A Document Management Portal with Integrated Smart Analytics;
5. The parties shall hold each other free from any damage or liability that may arise from or occasion by the exercise of the rights and obligations under this agreement except when such damage or liability is attributable to the gross negligence or willful misconduct of a party or any of its officers, representatives or employees;
6. This Agreement shall be binding to both parties and their respective legal successors and assigns, and all rights and obligations of each party as herein provided shall not be assigned to any third party without prior written consent of the other party;
7. In case one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality shall not affect any other provisions of this agreement. In such event, the parties shall consult each other as to the manner by which their original intention can be fulfilled as closely as possible and they will amend this agreement accordingly;
8. Any and all revisions, modifications and/or amendments to the terms and conditions of this Agreement must be in writing and must be approved by all parties;

**IN WITNESS WHEREOF,** the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Nasugbu, Batangas

**For BATANGAS STATE UNIVERSITY For LIAN NATIONAL HIGH SCHOOL**

**Dr. ENRICO M. DALANGIN**  **Dr. JORGE C. BAUTISTA**

Chancellor Principal

Signed in the presence of:

**Dr. LORISSA JOANA E. BUENAS** **Ms. CAROL ANNE V. ZABARTE**

Dean, College of Informatics and Tourism Operations Officer

Computing Sciences

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) S.S.**

BEFORE ME, a notary public for and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared:

|  |  |  |  |
| --- | --- | --- | --- |
| **Agency/Institution** | **Representative** | **Valid ID** | **Date/Place of Issue** |
| Batangas State University ARASOF-Nasugbu | Dr. ENRICO M. DALANGIN | Passport | July 23, 2018/ Manila |
| Lian National High School | Dr. Jorge C. Bautista | SSS ID | July 21, 2022 |

Known to me to me known or identified by me through competent evidence of identity to be the persons who executed the foregoing Memorandum of Agreement, and they acknowledged to me that the same is their free and voluntary act and deed as well as that of corporations herein represented.

WITNESS MY HAND AND NOTARIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_.

Doc. No. \_\_\_\_\_\_\_\_\_\_\_;

Page No. \_\_\_\_\_\_\_\_\_\_\_;

Book No. \_\_\_\_\_\_\_\_\_\_;

Series of \_\_\_\_\_\_\_\_\_\_\_.