**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This AGREEMENT is made and entered into this May 18, 2022 by and between:

The **BATANGAS STATE UNIVERSITY**, hereinafter referred to as **“BatStateU”** or “**FIRST PARTY**”, with principal office at G. Leviste St. Poblacion, Malvar Batangas and represented in this act by its Chancellor, **DR. PHILIP Y. DEL ROSARIO;**

-and-

The **MALVAR SCHOOL OF ARTS AND TRADE**, hereinafter referred to as “**SECOND PARTY”** with school principal at G. Leviste St. Poblacion, Malvar Batangas and represented in this act by its School Principal III, **DR. MA. LEONOR M. VERTUCIO;**

**WITNESSETH:**

WHEREAS, the BatStateU, as a State University, performs extension functions to provide scientific and technological services to the constituents of Batangas and other provinces; recognizes the need to strengthen its services and networks to institutions or companies in order to make its development, research and extension services functional; and considers as part of its research and extension program the fulfillment of its students-researchers of their study and the transfer of research outputs to the beneficiaries;

WHEREAS, the BatStateU, through the project leaders and coordinators appearing in the attached Program Plan Marked as “Annex 1” forming part of this agreement, tied up with the project co-operator Malvar School of Arts and Trade to determine the existing operational problems of the latter that may be a subject of a research-based extension;

WHEREAS, the project as described below shall be beneficial and advantageous to all concerned:

*Title of Project:*

Online School Record Management System for Malvar School of Arts and Trade

*Primary Objective/s of the Project:*

The main objective of the project is to help Malvar School of Arts and Trade in creating record management for students, teachers, administrators and staff in which they can manage all the documents that they have.

*Proponents:*

Goza, Jeomar L.

Lescano, Bianca Mariz M.

Maiquis, Mary Rose N.

Canoy, Menard M.

WHEREAS, the Malvar School of Arts and Trade, recognizes the beneficial impact of a partnership for the project described above; and accepts the offer of the BatStateU for partnership for the said project;

NOW THEREFORE, for and in consideration of the above premises, and of mutual covenants and stipulations hereinafter set forth, the parties hereto agree to enter into the Agreement under the following terms and conditions:

1. **OBLIGATIONS OF THE FIRST PARTY**
2. The BatStateU shall ensure the strict confidentiality of the data that will be gathered from the Malvar School of Arts and Trade. These data shall be used for research and extension purposes only and in the conduct of activities in relation to the implementation of this agreement;
3. The BatStateU shall allow the outputs of the research to be conducted to be given/transferred to the Malvar School of Arts and Trade for possible utilization whether in the form of system improvement or product development subject to the intellectual property rights of the BatStateU and/or researchers;
4. The BatStateU shall assign one faculty researcher to guide, advise and assist the proponent student researchers; and
5. The BatStateU shall acknowledge the efforts of the Malvar School of Arts and Trade in all operational aspects of the project.
6. **OBLIGATIONS OF THE SECOND PARTY**

1. The Malvar School of Arts and Trade shall allow and assist the proponent, students of the BatStateU, taking the course Bachelor of Science in Information Technology to conduct data gathering and/or testing necessary for this project;
2. The Malvar School of Arts and Trade shall assign personnel to supervise or assist in data gathering and/or testing at a schedule agreed upon by the parties. The said assistance shall include, but not limited to, the technical assistance on the design requirements and considerations on testing, safety, repair and maintenance;
3. Being a recipient of BatStateU project/research outputs, the Malvar School of Arts and Trade may give, in return, academic support to the University, which may include, but not limited to, training programs for students and faculty, curriculum enrichment, and laboratory support of any form;
4. The Malvar School of Arts and Trade respect and recognize the intellectual property rights over the project/research outputs. These rights shall remain with the BatStateU;
5. The Malvar School of Arts and Trade not produce the project/concept of the proponent student researchers without permission or consent from BatStateU;
6. The Malvar School of Arts and Trade shall use the prototype/output for a minimum of three (3) years for the purpose of assessment as provided under III – IMPACT ASSESSMENT of this agreement;
7. Maintenance of the prototype/output, its equipment and accessories shall be to the account of the Malvar School of Arts and Trade; and
8. The Malvar School of Arts and Trade shall acknowledge the efforts of the BatStateU in all operational aspects of the project.
9. **IMPACT ASSESSMENT**
10. It shall be duty of the parties to conduct assessment to determine the impact and sustainability of the transferred technology, equipment and/or machinery after three (3) years of utilization. For this purpose, the 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 managements of the parties.
11. **MISCELLANEOUS PROVISIONS**
12. This agreement shall take effect from May 18, 2022 until the prototype subject of this agreement is actually transferred to the Malvar School of Arts and Trade. The duration herein set forth shall be without prejudice to the conduct of the Impact Assessment;
13. Both parties shall not be held liable for any damage/loss to their persons or properties caused by a third party in the course of the implementation of the project. However, should the damages occur due to negligence of a party, the said damages will be charged to the account of the party at the fault after proper determination;

Provided, further that any damage/loss to the persons or property of a third party due to the negligence of a party of this agreement during the implementation and existence of this agreement will be charged to the account of the party at fault after proper determination;

Provided finally, that neither of the parties shall be liable in any way for the failure to observe or perform any obligation provided by this agreement if such failure shall result from the promulgation of any law, rule and regulation issued by duly constituted public authority, nor shall they be liable for such failure as a result of force majeure or any event beyond their control;

1. This agreement shall be binding to both parties and their respective legal successors and assigns, and all rights and obligations of either party as herein provided shall not be assigned to any third party without the prior written consent of the other party; and
2. Any changes, modifications and alterations on the foregoing provisions shall be made upon mutual consultation of the parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands this 18th day of May 2022 at Batangas State University,

**For BATANGAS STATE UNIVERSITY For MALVAR SCHOOLOFARTSANDTRADE**

by the authority of BatStateU BOR;

BatStateU BOR Resolution No.130, s. 2015

**DR. PHILIP Y. DEL ROSARIO DR. MA. LEONOR M. VERTUCIO**

Chancellor School Principal III

Malvar School of Arts and Trade

Witnesses:

**MS. SHIELA MARIE G. GARCIA, MSCS** **MRS. MILAGROS SJ LEYCANO**

OIC-Dean, CICS Designate School Registrar

Batangas State University-JPLPC Malvar School of Arts and Trade

College of Informatics and Computing Sciences

**MR. MELVIN V. BABOL** **MR. DON REYSON M. GUINO**

Coordinator, Research and Extension School Librarian III

Batangas State University-JPLPC Malvar School of Arts and Trade

College of Informatics and Computing Sciences

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )

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

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

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| --- | --- | --- | --- |
| Agency | Representative | Valid ID | Date/Place of Issue |
| BatStateU | Dr. Philip Y. Del Rosario |  |  |
|  |  |  |  |

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

WITNESS MY HAND AND NOTARIAL SEAL this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2022.

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

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

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