

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this _____ day of _____, 20 _____ at Quezon City, Philippines.

by and between:

The PHILIPPINE NUCLEAR RESEARCH INSTITUTE, with offices at Commonwealth Avenue, Diliman, Quezon City, herein represented by its Director, _____ herein referred to as the PNRI,

and

_____ an institution of higher learning organized and operating under Philippine Laws and duly recognized by the Government, herein represented by its President/Director/Dean/Chancellor, _____ hereinafter referred to as _____.

WITNESSETH

WHEREAS, the PNRI is charged, among other things, with the responsibility of promoting and advancing the peaceful uses of nuclear energy as well as the development of nuclear manpower in the country.

WHEREAS, among the avenues open to the PNRI in the realization of the above objective is through linkages with universities and institutions of learning to promote training programs and research along the fields of expertise of PNRI;

WHEREAS, the _____ is desirous to send thesis students, namely, _____ to the PNRI to avail of the facilities and services of PNRI, or avail of thesis/ research Advisorship from PNRI personnel for their thesis/ research entitled _____.

NOW THEREFORE, in consideration of the above premises, and their mutual covenants hereinafter set forth, the Parties hereto agree, as they have agreed on the following:

1. That PNRI shall accept thesis students from _____ under the established PNRI Thesis/Research Advisorship Program hereinafter referred to as PROGRAM subject to the following terms and conditions:
 - a) The thesis student should satisfy the PNRI requirements for the Program as follows:
 - i. *Application for Research / Thesis Advisorship (with Medical Certificate; PNRI/NTC Form 24)*
 - ii. *Recommendation from school thesis adviser with endorsement by an authorized school official,*
 - iii. *Confidentiality Undertaking (PNRI/NTC Form 29),*
 - iv. *Agreement Form (PNRI/NTC Form 25),*
 - v. *Memorandum of Agreement (PNRI/NTC Form 26), notarized after being signed by the PNRI Director, and*
 - vi. *Thesis/Research Abstract*
 - b) The accepted thesis student shall be entitled only to the following:
 - i. under supervision, the use of available PNRI equipment, instruments, and research facilities needed in the conduct of research;
 - ii. use of PNRI library facilities;
 - iii. free film badge service; and
 - iv. under supervision, use of materials and supplies readily available at the PNRI;
 - c) The accepted thesis student shall not be considered a PNRI employee and shall not be entitled to any remuneration or other privileges except as stipulated herein.

Thesis research **outside the scope of the PROGRAM**, but duly authorized by the PNRI Director, shall be considered a technical service and the student shall be charged fees as per the latest prescribed fees.

- d) The PNRI scientist/researcher supervising the thesis student shall be the major adviser for research under the program;
- e) *Within the framework of this program, research results, including any invention or discovery arising therefrom, that was conceived, discovered, and reduced to practice by DOST-PNRI personnel will be the property of DOST-PNRI. Results independently conceived, discovered, and reduced to practice by the thesis student without using DOST-PNRI's information, system, or guide will be owned by the University where the student is affiliated. Results conceived, discovered, and reduced to practice by both Parties' joint R&D program or meaningful contribution shall be jointly owned by DOST-PNRI and the University affiliation of the thesis student. Neither party shall make any claim to the other party's Sole inventions if the invention does not intrude on the other Party's background or proprietary information;*
- f) *All Background IPs shall be owned by the respective parties from where the IPs originate. The University and PNRI shall share the Foreground IP resulting from this Agreement.*
- g) *The thesis student is included among the authors for any PNRI publications resulting from the study. The thesis student may initiate publication of the results of the study, subject to existing laws and regulations and, in the interest of national security, only upon the expressed permission of the PNRI, provided that the thesis report and any publications arising from it shall acknowledge the contribution of PNRI;*
- h) The PNRI library shall be furnished with a copy of the thesis;
- i) The PNRI shall have the right to determine priorities if a conflict arises between the conduct of the thesis research and the other research projects of the PNRI;
- j) The PROGRAM shall not include the use of PNRI facilities and/or personnel for thesis report preparation work such as typing, illustration work, reproduction, binding, etc.

2. This Memorandum of Agreement takes effect _____ until the thesis work is completed.

IN WITNESS WHEREOF, the parties aforementioned have set their hands on the date and place first above-mentioned.

FOR PNRI

FOR _____

CARLO A. ARCILLA, Ph.D

Director

WITNESSES:

Printed Name and Signature

Printed Name and Signature

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public personally appeared _____, Director, PNRI with Community Tax Certificate Number _____ issued at _____ on _____, 20 ____ and _____, _____ with Community Tax Certificate Number _____ issued at _____ on _____, 20 ____ known to me to be the same persons who have executed the above MEMORANDUM OF AGREEMENT and who acknowledged that the same is their voluntary act and deed. I further certify that this document consists of two (2) pages and that the parties together with their instrumental witnesses have signed their names on every page of this document.

WITNESS my hand and seal this ____ day of _____, 20 ____ at _____, Philippines.

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

Notary Public
Until _____