

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered 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, **CARLO A. ARCILLA, Ph.D.**, 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 student, namely _____ to the PNRI to avail of the facilities and services of PNRI, or avail of *Research/Thesis* Advisorship from PNRI personnel for their *research/thesis* 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:

RESPONSIBILITIES OF PNRI

1. That PNRI shall accept thesis students from _____ under the established PNRI *Research/Thesis* 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 (PNRI/NTC Form 24 with Medical Certificate),
 - ii. Recommendation from school thesis adviser WITH endorsement by an authorized school official,
 - iii. Agreement Form (PNRI/NTC Form 25),
 - iv. NTC Confidentiality Undertaking (PNRI/NTC Form 29),
 - v. *ARD Confidentiality Undertaking (only if research/thesis site is at ARD)*
 - vi. *Research/Thesis* Abstract, and
 - vii. Memorandum of Agreement (PNRI/NTC Form 26), notarized AFTER being signed by PNRI Director.

- b) The thesis student should satisfy the PNRI requirements for the Program as follows:
 - a) under supervision, the use of available PNRI equipment, instruments, and research facilities needed in the conduct of research;
 - b) use of PNRI library facilities;
 - c) free *personal dosimetry services*; and
 - d) under supervision, use of materials and supplies readily available at the PNRI;

2. PNRI shall designate a PNRI scientist/researcher who will supervise the thesis student for the duration of the program.

Name of Supervisor : _____
 Title : _____
 Address : _____
 Contact No. : _____
 Email address: : _____

RESPONSIBILITIES OF _____

1. _____ shall closely monitor the progress of the thesis students through the PNRI's designated Scientist/researcher supervisor.
2. _____ shall impose necessary _____ sanctions to the said student who is found to misbehave and/or act in defiance to existing standards, rules, and regulations of the PNRI.

GENERAL CONDITIONS

1. *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.*
2. *The PNRI scientist/researcher supervising the thesis student shall be the major adviser for research under the program;*
3. *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;*
4. *All Background intellectual properties (IPs) shall be owned by the respective parties from where the IPs originate. Foreground IPs resulting from this Agreement shall be owned by the parties based on their contributions. Apart from these, matters involving intellectual property rights and ownership thereof arising from the program pursuant to this MOA, the relevant provisions of **RA 8293 (Intellectual Property Code of the Philippines)** and **RA 10055 (Philippine Technology Transfer Act of 2009)** shall govern, whenever applicable and practicable.*
5. *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 PNRI, provided that the thesis report and any publications arising from it shall acknowledge the contribution of PNRI;

6. The PNRI library shall be furnished with a copy of the thesis;
7. The PNRI shall have the right to determine priorities if a conflict arises between the conduct of the thesis research and other research projects of the PNRI;
8. The PNRI shall not include the use of PNRI facilities and/or personnel for thesis report preparation work such as typing, illustration work, reproduction, binding, etc.
9. The Parties shall abide by the provisions of **RA No. 10173 (Data Privacy Act of 2012)** and all other applicable laws and regulations in processing personal and sensitive personal information and in performing and carrying out its obligations under this Agreement. All personal information or sensitive personal information as defined under the Data Privacy Act of 2012 shall be used solely and exclusively for the purpose of implementing this agreement.

EFFECTIVITY AND TERMINATION CLAUSE

This Memorandum of Agreement takes effect _____ or until the thesis work is completed. The Parties shall have the right to pre-terminate the Research/Thesis Advisorship contemplated by this Agreement with consent by the other party by serving a written notice to the other party at least thirty (30) days prior to the intended date of termination.

DISPUTE AGREEMENT AND GOVERNING LAW

Any and all disputes arising out of or relating to this Agreement shall be subjected to good faith negotiations between the parties before implementation of legal proceedings pursuant to the provisions of the Alternative Dispute Resolution Law

This agreement shall be governed by and construed in accordance with the laws and regulations of the Republic of the Philippines. Exclusive jurisdiction over and venue of any further suit or action arising out of or relating to this Agreement will be in the proper courts of Quezon City, to the exclusion of all other courts or tribunals.

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

FOR PNRI

CARLO A. ARCILLA, Ph.D.

Director

FOR _____

President/Director/Dean/Chancellor

WITNESSES

Printed Name and Signature
of PNRI Research/Thesis Advisor

Printed Name and Signature

ACKNOWLEDGEMENT

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

BEFORE ME A NOTARY PUBLIC personally appeared *the following, known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary acts and deeds:*

<i>Name</i>	<i>Proof of Identity</i>	<i>Date/Place Issued</i>

I further certify that this document consists of four (4) pages and 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.

Notary Public

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