

Republic of the Philippines
Department of Science and Technology
NATIONAL RESEARCH COUNCIL OF THE PHILIPPINES
Gen. Santos Avenue, Bicutan, Taguig City

**MEMORANDUM OF AGREEMENT
FOR NRCP NSTEP SMALL R&D FUNDED RESEARCHES**

Project Title: “ADAPTING TO THE NEW NORMAL IN EDUCATION: A CURRICULUM MODIFICATION DESIGN USING BLENDED LEARNING MODEL”

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into by and between:

The **NATIONAL RESEARCH COUNCIL OF THE PHILIPPINES (NRCP)**, hereinafter referred to as “**Funding Agency**”, a government entity and an attached agency to the Department of Science and Technology (DOST), duly existing and created under the laws of the Republic of the Philippines, with principal office address at General Santos Avenue, Bicutan, Taguig City, Metro Manila, represented herein by its *Executive Director*, **DR. MARIETA BAÑEZ SUMAGAYSAY**, for funding and monitoring of the Project;

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY REGIONAL OFFICE NO. VI (DOST VI)**, Chair of the NSTEP Visayas, hereinafter referred to as “**Monitoring Agency**”, a government entity and an attached agency of DOST, duly existing and created under the laws of the Republic of the Philippines, with principal office address at Magsaysay Village, La Paz, Iloilo City, represented herein by its *Regional Director*, **ENGR. ROWEN R. GELONGA, CESO II**, for co-monitoring of the Project;

and

The **VISAYAS STATE UNIVERSITY (VSU)**, hereinafter referred to as “**Implementing Agency**”, a constituent university of the Republic of the Philippines, created by virtue of Republic Act No. 9437, with office address at Pangasugan, Baybay City, 6521 Leyte, represented herein by its *University President*, **DR. EDGARDO E. TULIN**, for implementation of the Project.

WITNESSETH: That

WHEREAS, the **VSU** provides assistance to its faculty members in pursuing its teaching, research extension and other programs;

WHEREAS, the Project was proposed by **MS. MA. RACHEL KIM L. AURE**, an Associate Member of **NRCP** with good standing and who is presently connected with the **VSU**, as *Principal Researcher*, deemed to have the necessary expertise to conduct the research, hereinafter referred to as the “**Project Leader**”;

DR. EDGARDO E. TULIN
University President, VSU

ENGR. ROWEN R. GELONGA, CESO II
Regional Director, DOST VI

DR. MARIETA BAÑEZ SUMAGAYSAY
Executive Director III, NRCP

WHEREAS, the Project is one of the research projects lined up for implementation under the **NRCP NSTEP Small R&D Grant**, aligned with the **National Integrated Basic Research Agenda** on **ATIN** and is considered as a joint research initiative by the **Project Leader, NRCP and DOST VI**;

WHEREAS, NRCP, after a thorough evaluation of the proposal, approved the Project during the 1065th (22-01) Meeting of the Governing Board on January 25, 2022 with NRCP Resolution No. 2022-10 as endorsed by the NSTEP Visayas, Chaired by Engr. Rowen R. Gelonga, CESO II;

WHEREAS, the **VSU**, with the full agreement of the **Project Leader**, pledges to extend their full cooperation for the effective and efficient implementation of the Project;

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

I. OBJECTIVES AND EXPECTED OUTPUTS OF THE PROJECT

The objectives and expected outputs of the Project shall be those as stated in the approved project proposal (made part hereof as Annex “A”):

General Objective:

The study investigates how teacher’s and student’s readiness and preparation can affect the implementation of Blended Learning (BL) and determine possible curriculum modification using the BL model in a state university.

Specific Objectives:

1. What is the profile in terms of the following:

Faculty

- a. Gender**
- b. Age**
- c. Highest educational attainment**
- d. Academic Rank**
- e. Years of Teaching experience**

Student:

- f. Gender**
 - g. Age**
 - h. Degree Program**
 - i. Year level**
 - j. Number of hours students interact with digital content?**
- 2. What are the perceptions of faculty and students in a B.L. environment?**
 - 3. What is the level of readiness of teachers in teaching and students learning a BL approach to create more personalized and in-depth learning opportunities?**
 - 4. Is there a significant relationship between the perceptions and readiness of respondents to their profile?**

5. What modification can be done in the existing curriculum to cater to the needs of faculty and students?

Expected Outputs:

6 Ps	Output	Quantity
Publication/s	Publication about the results of the study	1
Patents and/or other Intellectual Property/ies	Copyright application for the Instruction material	1
Products	Instruction Material	1
	Modified Curriculum that caters to the needs of teachers and students.	1
People Services	Conduct awareness webinar on Blended Learning to at least 10 faculty and 10 students	20
Places and Partnerships	Memorandum of Understanding with SUCs in the Region	1
Policy	Policy Recommendation based on the output of the project.	1

II. OPERATION OF THE PROJECT

The Project shall be undertaken by the **Implementing Agency** in accordance with the approved project proposal (made part hereof as Annex “A”) and shall be monitored by the **Monitoring Agency**.

III. FUNDING ASSISTANCE TO THE PROJECT

The **Funding Agency** shall provide a total grant in the amount of **THREE HUNDRED NINETY NINE THOUSAND ONE HUNDRED TWENTY SIX PESOS (Php 399,126.00)** for six (6) months, which shall be expended as allocated in the approved Project’s Line-Item Budget (made part hereof as Annex “B”). Guidelines on the DOST Grants-in-Aid Program as may be determined by the **Funding Agency** shall govern the implementation of the Project subject to applicable rules and regulations and availability of funds.

The activities, operation of books of accounts and records of the Project shall be subject to reasonable inspection by authorized representatives of the **Funding** and/or **Monitoring Agencies**.

The **Funding** and **Monitoring Agencies** reserve the right to discontinue the Project or its assistance at any time for cause as determined by the **Funding Agency**, to include but not limited to, violation of the Grant Agreements, fraud and falsity in the **Implementing Agency**’s warranties and representations as provided by the proponent or upon determining that the results which were obtained or reasonably expected do not justify further activity.

All income/interest derived from the Project, if any, and all unexpended balance shall be reported immediately and remitted to the **Funding Agency** by the **Implementing Agency** after the termination/completion of the Project. In case of failure to do so within the said period, the **Funding Agency** has the option to charge interests and other applicable fees.

IV. FUND RELEASE AND UTILIZATION

The financial grant shall be released by the **Funding Agency** to the **Implementing Agency**, subject to applicable rules and regulations and availability of funds.

V. PROJECT DURATION

The Project shall be implemented for a period of **6 MONTHS** covering **1 April 2022- 30 September 2022**. The parties shall agree on the starting date of implementation, which shall not be later than the date of receipt of funds by the **Implementing Agency**.

Extension of the Project term may, in a very meritorious case, be allowed but in under no circumstances shall request for additional funding be granted. **Unapproved, unexplained and unjustified delays shall be a cause for legal action by the Funding Agency against the Project Leader and Implementing Agency as provided for by existing laws on Obligations and Contracts and other applicable laws.**

VI. PROJECT IMPLEMENTATION AND MANAGEMENT

The **Implementing Agency** shall exert all efforts (such as providing facilities and technical personnel with the required expertise) to attain the objectives stated in the proposal;

The **Implementing Agency**, through the assigned **Project Leader**, shall bind itself to implement the Project in accordance with the approved project proposal (Annex "A" hereof), and in conformance with the approved Financial Plan (Line-Item Budget) (Annex "B" hereof);

The **Implementing Agency** shall issue the appointments of the **Project Leader**, the Project Staff/s indicated in the approved research proposal and other project personnel hired on a contractual basis within the duration of the Project in accordance with the existing hiring policies of **VSU** and the approved Financial Plan (Line-Item Budget);

The **Implementing Agency**, through the **Project Leader**, shall keep records of project preparation, implementation and evaluation activities.

The **Implementing Agency** shall secure an approval from the **Funding Agency** for an interruption of the Project not exceeding thirty (30) calendar days and not more than once, except under circumstances of serious illness or *force majeure*.

VII. PROJECT MONITORING AND COMPLETION

The **Implementing Agency**, through the **Project Leader**, shall submit to the **Monitoring Agency** quarterly technical progress and financial reports within ten (10) working days after the quarter, or, if required, one (1) week before the scheduled project monitoring.

Upon completion of the Project authorized in this Agreement and any extension thereof, oblige the **Project Leader** to:

- a. Submit within sixty (60) calendar days from date of completion, a **terminal report** of the project in electronic format and three (3) book-bound copies using NRCP format. This shall indicate the scientific or technological findings and other notable facts gathered in the research.
- b. Submit within sixty (60) calendar days from date of completion, a **manuscript for publication** in the **NRCP Research Journal** and a notice of acceptance. Should there be other publications emanating from the completed Project, the NRCP shall be acknowledged as the funding agency and shall be furnished a reprint of the manuscript.
- c. Submit within sixty (60) calendar days from date of completion, an **audited financial report** of all disbursements made out of the funds herein granted, duly certified by the accounting officer and internal/COA auditor of the **Implementing Agency**.

The **Implementing Agency**, through the **Project Leader**, shall immediately disclose to **Funding Agency** during the course of the implementation of the Project even after its completion or termination, any activity or collaboration that will be undertaken with a Third Party in so far as the objectives of this Project are concerned. Any agreement entered into by the **Implementing Agency** and/or **Project Leader** without written consent from the **Funding Agency** will not be binding on the latter.

VIII. PROJECT PROPERTIES

Project References: Mention of Project in any and all publications, literatures, paper presentations and information materials in whatever media form shall state reference to the NRCP as **Funding Agency**, DOST REGIONAL OFFICE XI as **Monitoring Agency** and VSU as **Implementing Agency**.

Intellectual Property (IP): Ownership and utilization of IPs and Intellectual Property Rights (IPRs) resulting from the Project shall be governed by the Philippine Technology Transfer Act of 2009. The **Implementing Agency** acknowledges, and ensures that the **Project Leader** acknowledges, that they have read, understood and hereby agree to be bound by the provisions of the said Act. In case of conflict with other laws, rules or regulations, the said Act shall prevail.

Records of Equipment: The Property Officer/s of the **Funding** and **Implementing Agencies** shall establish a complete and centralized file of records of all equipment procured through DOST-assisted programs/projects which shall include the following: agency name, location of equipment, project title, current custodian or end-user accountable for the equipment, equipment purchased with description/specification, date of acquisition, property

number and acquisition/actual cost. The said Property Officer/s of the Funding and Implementing Agencies shall update the directory and records of equipment every year based on Property Acknowledgment Receipt (PAR) and DOST Form 10-Project Monitoring and Field Evaluation Report submitted or Property Transfer Report (PTR)/Deed of Donation issued by the **Funding Agency**. Inventory of equipment shall be conducted by the **Monitoring Agency** during the implementation of the Project.

Ownership of Equipment: All equipment purchased through grant funds are considered as government equipment owned by DOST. These may be transferred to the **Implementing Agency** or other implementers. The ownership of equipment may be transferred to the Implementing Agency or private institutions, upon completion of the program/project, subject to existing rules and regulations. The **DOST** reserves the right to transfer ownership of such government equipment to government RDIs, HEIs or other private institutions through Property Transfer Reports (PTRs) or execution of Deed/s of Donation in compliance with existing government accounting and auditing laws, rules and regulations.

IX. GENERAL PROVISIONS

Amendment: This Agreement may only be amended in writing and by mutual consent of both parties.

Authority to Sign: Each person signing this Agreement represents and warrants that he/she is duly authorized to sign this Agreement. In the unlikely event that the person signing for the other party is not authorized to do so, the latter agrees to hold the other party/ies harmless for any cause or consequence of the absence/lack of authority to sign.

Arbitration: All disputes arising between and among the parties as to interpretation, operation or effect of any clause in the Agreement or any other difference between the parties shall first be resolved amicably. In case of failure, the Rules on Alternative Dispute Resolution (ADR) for Disputes between National Government Agencies issued by the Office of the Solicitor General dated 22 March 2010, or any other applicable arbitration law or rules in Philippines, shall govern.

Indemnification: Each party shall indemnify, hold free and harmless, and defend at its own expense the other party/ies from and against all suits, claims, demands, and liabilities of any nature or kind, arising out of acts or omissions of the former, in the performance of any activity in connection with the Project, including those that may be initiated by its employees, workers, agents, subcontractors, or by any other entity or persons against said party by reason of or in connection to the Project. However, this does not in any way serve as a waiver of any of the party's immunity from suit.

Venue: The parties further agree that in case of legal action requiring court litigations that may arise in the enforcement of this Agreement, the venue of court litigation shall be in the Court of Competent Jurisdiction sitting in Taguig City only.

Separability Clause: If any part or provision of this Agreement is held invalid or unconstitutional, the other provisions not affected thereby shall remain in force and in effect.

X. COMPLIANCE WITH LAWS AND POLICIES

Matters affecting intellectual properties or intellectual property rights, such as their ownership, protection and utilization, technology disclosure, exclusivity of the license, use of commercialization, establishment of spin-off firms, technologies for research use, and sharing of income and benefits from technology commercialization, shall be governed by existing Philippine laws on Intellectual Property, including RA 10055, and DOST Rules and Policies on Intellectual Property.

Full acknowledgment shall be given to DOST and NRCP in case the research results are published or presented in various fora, seminars, and meetings. Such presentations should not prejudice the proprietary/confidential nature of the information for purposes of IP protection. The **Implementing Agency** shall likewise acknowledge the assistance of the **Funding** and **Monitoring Agencies** in relevant project-related activities.

Failure on the part of any party to comply with this provision shall be ground for written documented protest; further, repeated non-compliance with this provision by one party shall allow the aggrieved party to inform affected third parties in writing and require proper attribution through publication, with cost charged against the offending party.

IN CONSIDERATION of the mutual covenants set forth above, witness our signatures this _____ day of _____, 2022, at _____, Philippines

Funding Agency:
NATIONAL RESEARCH COUNCIL OF THE PHILIPPINES

DR. MARIETA BAÑEZ SUMAGAYSAY
Executive Director

Implementing Agency:
VISAYAS STATE UNIVERSITY

DR. EDGARDO E. TULIN
University President

Monitoring Agency:
DEPARTMENT OF SCIENCE AND TECHNOLOGY REGIONAL OFFICE NO. VI

ENGR. ROWEN R. GELONGA, CESO II
Regional Director/Chair, NSTEP Visayas

Certified Funds Available:

MR. DANILO A. SALILLAS
Accountant III, NRCP

Witnessed by:

Witnessed by:

GERALDO S. PETILLA, DPA
OIC/Chief Administrative Officer and
Development Management Division
(NRCP-RDMD)

Ma. Rachel Kim L. Aure
Project Leader

ACKNOWLEDGMENT

DR. EDGARDO E. TULIN
University President, VSU

REPUBLIC OF THE PHILIPPINES)
_____) ss.

BEFORE ME, a Notary Public for and in _____, Philippines,
this _____ day of _____ 2022, personally appeared:

<u>NAME</u>	<u>GOVERNMENT ISSUED IDENTIFICATION</u>	<u>DATE/PLACE/ISSUED</u>
DR. MARIETA BAÑEZ-SUMAGAYSAY	<u>Passport P 1281241B</u>	<u>March 30, 2019/ DFA Manila</u>
ENGR. ROWEN R. GELONGA, CESO II	<u>Passport S 0007104A</u>	<u>May 30, 2017 DFA Manila</u>
DR. EDGARDO E. TULIN	<u>VSU ID: V000522</u>	<u>Visayas State University</u>

ENGR. ROWEN R. GELONGA, CESO II
Regional Director, DOST VI

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent.

This instrument called Memorandum of Agreement, consisting of nine (9) pages, including this page whereon this Acknowledgment is written, signed by the parties together with their instrumental witnesses one each on every page thereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

DR. MARIETA BAÑEZ SUMAGAYSAY
Executive Director III, NRCP

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Notarial Commission Serial No. _____
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Page No. _____
Book No. _____
Series of 2022.