

Republic of the Philippines Department of Education

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DepEd ORDER No. 016, s. 2024

INTERIM GUIDELINES ON THE OPERATIONALIZATION OF RESEARCH PROJECTS FUNDED BY THE TEACHER EDUCATION COUNCIL-TEACHER QUALITY DEVELOPMENT PROGRAM

To: Undersecretaries Assistant Secretaries Bureau and Service Directors Minister of Basic, Higher, and Technical Education, BARMM Regional Directors Schools Division Superintendents Public and Private Elementary and Secondary School Heads National Network of Normal Schools (3NS)

Centers of Excellence in Teacher Education All Others Concerned

- By virtue of the mandate of the Teacher Education Council (TEC) under Section 8(m) of Republic Act (RA) No. 7784, titled Excellence in Teacher Education Act, as amended by RA 11713, the Department of Education (DepEd) issues the enclosed Interim Guidelines on the Operationalization of Research Projects Funded by the Teacher Education Council-Teacher Quality Development Program (TEC-TQDP). This policy integrates all relevant results and recommendations from completed research projects into all TEC policy formulation, policy review, and system enhancement efforts to strengthen and ensure the quality of teacher education in the country.
- The TEC recognizes the importance of establishing research partnerships with several teacher education institutions (TEIs) with the objective of translating the policy initiatives to practical implementation, as stated in RA 7784, as amended. In view thereof, this policy provides the guiding principles and operational framework for the implementation of research projects funded through the TEC-TODP. Further, this policy provides the guidelines for the operationalization of research funding to all identified Centers of Excellence (COEs) and members of the National Network of Normal Schools (3NS) through the TEC-TQDP, which shall cover the funding, approval, monitoring and evaluation, and reporting of research outputs.
- 3. Furthermore, this policy applies to all TEC-TQDP-funded research projects this Fiscal Year (FY) 2024 and FY thereafter or until the formal institutionalization of the TEC, whichever comes first.
- All DepEd Orders, Memoranda, and other related issuances, rules, regulations, and provisions inconsistent with this Order are repealed, rescinded, or modified accordingly.

- 5. This Order shall take effect immediately upon its approval, issuance, and publication on the DepEd website. This shall be registered with the Office of the National Administrative Register (ONAR) at the University of the Philippines Law Center (UP LC), UP Diliman, Quezon City.
- 6. For more information, please contact the **Teacher Education Council Secretariat**, 2nd Floor, Mabini Building, DepEd Central Office, DepEd Complex, Meralco Avenue, Pasig City through email at tec@deped.gov.ph or at telephone number (02) 8638-6172.
- 7. Immediate dissemination of and strict compliance with this Order is directed.



SONNY ANGARA

Secretary

Encl.:

As stated

References:

DepEd Order Nos. 16, s. 2017 and 43, s. 2015

To be indicated in the <u>Perpetual Index</u> under the following subjects:

BASIC EDUCATION
FUNDS
MONITORING AND EVALUATION
PARTNERSHIPS
POLICY
PROGRAMS
PROJECTS
RESEARCH OR STUDIES

MSCM, APA, MPC, $\underline{DO\ Interim\ Guidelines\ on\ the\ Operationalization\ of\ Research\ Projects}$ 0355 – October 1, $\underline{2024}$



INTERIM GUIDELINES ON THE OPERATIONALIZATION OF RESEARCH PROJECTS FUNDED BY THE TEACHER EDUCATION COUNCIL - TEACHER QUALITY DEVELOPMENT PROGRAM

I. RATIONALE

Section 8(m) of Republic Act (R.A.) No. 7784, titled "Excellence in Teacher Education Act", as amended by R.A. No. 11713, mandates the Teacher Education Council (TEC) to:

"Undertake, apply, and share research related to teaching and school leadership that shall serve as a central repository of literature on teacher education, and conduct, by itself or through third parties, relevant studies needed in the formulation of policies and in the planning and successful implementation of plans, programs and projects required in attaining the purposes of the Act."

The TEC upholds its national leadership in ensuring and enhancing the quality of education and training of teachers nationwide by providing a dynamic, modern, and equitable education system and safeguarding the pathway towards quality teachers and school leaders by inspiring future teachers, preparing teacher education entrants, and elevating teachers and school leaders in their professional life.

The Secretariat, created under Section 10 of R.A. No. 7784, as amended, shall assist the TEC in the execution of its policies and programs and provide technical and administrative support, as may be necessary. The TEC, through its Secretariat, shall lead in the implementation of these guidelines and the conduct of research initiatives for the formulation of evidence-based policies and measures that will improve teacher quality and teacher well-being.

The TEC aims to establish research partnerships with several Teacher Education Institutions (TEIs) with the objective of translating the policy initiatives to practical implementation, as stated in R.A. No. 7784, as amended. In view thereof, this policy titled "Interim Guidelines on the Operationalization of Research Projects Funded by the Teacher Education Council - Teacher Quality and Development Program" ("Interim Guidelines") shall provide the guiding principles and operational framework in the implementation of research projects funded through the Teacher Quality and Development Program (TEC-TQDP).

II. SCOPE

This policy provides the guidelines for the operationalization of research funding o all identified Centers of Excellence (COEs) and members of the National Network of Normal Schools (3NS), through the TEC-TQDP which shall cover the funding, approval, monitoring, and evaluation, and reporting of research outputs.

Further, this policy applies to all TEC-TQDP-funded research projects this FY 2024 and FY thereafter or until the formal institutionalization of the TEC, whichever comes first.

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Finally, this policy shall not cover research proponents which may fall under the prohibition stipulated in Section I of R.A. No. 7798, titled "An Act Amending Section 25 Of Batas Pambansa Blg. 232, titled "Education Act of 1982" which disqualifies any school established or organized as a stock corporation, from receiving any form of government subsidy, incentive, or assistance, except those given to individual students and teachers in the form of scholarships, student loans or other forms of subsidy as already mandated under existing laws.

III. DEFINITION OF TERMS

The terms used herein shall mean the following:

Completed Research Project: This refers to a project where the Research Project Proponent has satisfactorily complied with technical obligations, including progress reports and financial requirements outlined in the Research Project Memorandum of Agreement (MOA) and approved by the TEC Secretariat.

Line-Item Budget: This refers to the detailed breakdown of the requested fund, reflecting the counterpart of the Proponent involved in the research, if any.

Research Project Assistant (Assistant): This refers to the office personnel, currently employed or hired for the purpose, who will assist the researchers in the documentation and other related office/administrative tasks of the research project.

Research Project Leader (Leader): This refers to the principal researcher/main implementer of the Research Project who also serves as Study Leader of a particular study/topic.

Research Project Proponent (Proponent): This refers to the primary institution, agency, organization, or entity, which may be public or private, that is responsible for executing a research study funded by the TEC through a MOA or similar means.

Research Project Proposal (Research Proposal): This refers to the plan and description of research developed by a Program/Research Project Leader and/or their team, conferred with specific requirements or specifications set by TEC, and submitted for funding and/or technical assistance.

Research Project Team: This refers to the team of researchers, currently employed by the Proponent, who will assist the Leader in the implementation of the Research Project.

Teacher Quality and Development Program Fund: This refers to the funds allocated by the Department of Budget and Management through DepEd for the TEC in support of its programs and research initiatives.

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IV. POLICY STATEMENT

This policy integrates all relevant results and recommendations arising from the completed research projects in all policy formulation, policy review, and system enhancement efforts of the TEC to strengthen and ensure the quality of teacher education in the country.

V. PROCEDURES

A. Thematic Areas for Research

The TEC Secretariat shall issue an annual call for research to create an avenue for various institutions to apply for the implementation of research projects funded by the TEC-TQDP.

In accordance with the policy and program initiatives stated in R.A. No. 11713, the TEC has identified the following as thematic areas for research to ensure that research proposals are relevant to the current priorities for teacher education:

1. Student Support

Student Incentives Support: Research initiatives in this area revolve around the development of strategic plans and guidelines for student support and the scholarship program, including its management and administration and the monitoring of its advocacy services for teacher education.

2. Teacher Quality

- a. Quality Pre-Service Teacher: This area focuses on research highlighting the vital role of TEIs in ensuring the effectiveness and excellence of pre-service teacher education programs.
- b. Quality Teaching: Research in this area aims to promote and maintain the quality of teaching and school leadership through effective in-service teacher education, professional development and adherence to professional standards.

3. Organizational Development

- a. Finance and Administration: Research in this area focuses on the TEC Secretariat's essential role as the prime mover in teacher education. It includes the development of the organization's human resources and overall financial and administrative functions as an attached agency. This thematic area serves as internal quality assurance for ensuring that the TEC delivers its mandates as stipulated in R.A. No. 11713.
- b. Policy, Planning, and Coordination: This area concentrates on the policy, planning, advocacy, coordination, management information system, and monitoring to ensure the success and impact of teacher education initiatives. It involves fostering collaboration, facilitating effective communication, advocating for teacher education, and continuously improving program

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implementation through stakeholder engagement and feedback incorporation.

B. Requirements and Research Project Proposal Submission

Interested institutions shall submit the documentary requirements to the TEC Secretariat within twenty (20) working days after the annual call for research has been conducted, subject for evaluation.

1. Research Proposal Requirements

- a. Complete proposal following the Research Proposal Outline (See DepEd Order Annex A)
- b. Detailed breakdown of required funds to indicate the counterpart of the proponent, whenever necessary (See MOA Annex A)
- c. Detailed Schedule of Output (See MOA Annex B)
- d. Detailed Research Project Work Plan (See MOA Annex C)
- e. Letter of support from collaborating/partner institutions and Certification of Originality (See DepEd Order Annex C)
- f. Researcher's Data Privacy Notice regarding the sharing and utilization of other party's sensitive and privileged data.

2. Proponent Requirements

a. Clearance from the TEC Secretariat on previous TEC-funded research (if applicable)

A Letter of Intent (LOI) shall be attached to the aforementioned documentary requirements and addressed to the Executive Director V of the TEC Secretariat, as shown below. Advance copies of documentary requirements may be sent via email to tec@deped.gov.ph but only print copy submissions shall be accepted and evaluated.

JENNIE V. JOCSON, PhD

Executive Director V Teacher Education Council Secretariat Room 115, Mabini Bldg. DepEd Complex, Meralco Avenue, Pasig City, Metro Manila

C. Research Proposal Evaluation and Approval

The Research Proposal shall initially be evaluated by the TEC Secretariat to ensure proper alignment with the thematic areas prioritized by the TEC. If the same does not fall within the thematic areas of priority or is in conflict of interest with the TEC, the proponent, and any researcher exists, the Proposal will not be considered.

When necessary, the Proponent shall submit a revised proposal within fifteen (15) working days after its initial evaluation. Upon submission of the revised proposal, this shall then be presented to the Monitoring and Evaluation Committee (MEC) for further evaluation, if necessary (see DepEd Order Annex E: Monitoring and Evaluation Committee Composition and Functions). A comprehensive desk review, which shall serve as the pre-final evaluation of

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the revised proposal shall be conducted by the MEC upon submission based on the criteria below.

- 1. **Relevance and Alignment (20%)** This pertains to the extent to which the research proposal aligns with the goals and priorities of TEC based on the chosen thematic area and addresses current issues in teacher education.
- 2. **Research Design and Methodology (20%)** This pertains to the quality and appropriateness of the research design, methodology, and data collection methods. This shall assess whether the proposed methods are rigorous and suitable for the research objectives.
- 3. **Significance and Impact (15%)** This pertains to the potential significance and impact of the research findings on teacher education policies, practices, or outcomes. This shall consider the relevance of the research to the broader education community.
- 4. **Innovation and Contribution (15%)** This pertains to the extent to which the research proposal offers innovative approaches or insights to address teacher education challenges. This shall evaluate whether the research contributes to the existing knowledge base.
- 5. **Feasibility and Budget (10%)** This pertains to the feasibility of the proposed research within the specified timeframe and available resources, clarity, reasonableness, and alignment of the proposed budget relative to the proposed activities.
- 6. **Research Team and Expertise (10%)** This pertains to the qualifications and expertise of the research team, including the Leader and coresearchers. This gauges whether the team's skills align with the research objectives.
- 7. **Ethical Considerations (10%)** This pertains to the ethical considerations and compliance with research ethics standards. This ensures that the proposal demonstrates a commitment to ethical research practices.

If a submitted research proposal falls short of the **minimum evaluation score of 80**% based on the criteria mentioned above, the TEC Secretariat shall organize a leveling-off meeting with the proponent. This session aims to offer guidance, provide comments, and suggest revisions for the submitted proposal. Subsequently, the proponent is required to submit a revised proposal for reevaluation within fifteen (15) working days after the conducted leveling-off meeting.

Any deviations from the original and approved research proposal must be justified in writing and approved by TEC.

A research proponent and its research team member may only apply for a new research project after the completion of the current research project.



D. Memorandum of Agreement (MOA) Signing

After the approval of the research proposal, the TEC shall enter into a MOA with the proponent to formalize the partnership between and among the organizations and cause for the commencement of the research project.

E. Roles of Institutions

- 1. The TEC, through its Secretariat, shall:
 - a. oversee the management and progress of research initiatives in teacher education at the national level;
 - b. approve research proposals and facilitate partnerships with academic and research institutions for teacher education research initiatives;
 - c. conduct periodic field evaluations of the Research Projects to identify issues, propose solutions, and take remedial actions to prevent implementation delays;
 - d. examine the budget requirements of Research Projects, particularly those needing ongoing funding;
 - e. ensure that cost estimates conform to existing government accounting and auditing rules and regulations;
 - f. evaluate Research Project activities, equipment acquisitions, and submitted reports to ensure that the adoption of appropriate measures for intellectual property protection are initiated, where applicable, for the outputs of Research Projects;
 - g. act as the MEC which shall ensure the efficient, timely, and smooth implementation of approved Research Projects;
 - h. recommend the release of funds based on monitoring and evaluation reports of ongoing research initiatives to Department of Education Finance Service as the disbursing office; and
 - i. perform other responsibilities necessary for the effective and efficient implementation of the Project.

2. The Proponent shall:

- a. hold the primary responsibility for all Research Project activities;
- b. prepare and submit the necessary documents and deliverables, as listed in Table 1 of Section F), Teacher Education Council Teacher Quality and Development Program;
- c. report to the TEC Secretariat promptly and periodically about significant concerns or issues related to Research Project implementation;

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- d. ensure that the Leader submits all required documents to the TEC Secretariat within the specified schedule; and
- e. perform other responsibilities necessary for the effective and efficient implementation of the Project.

F. Teacher Education Council - Teacher Quality and Development Program

The TEC-TQDP shall be the funding source for the implementation of research projects initiated and commissioned by the TEC.

1. Line Item Budget (LIB) Preparation

The TEC-TQDP shall fund the Research Project expenditures itemized in an approved LIB (See DepEd Order Annex D). Its funding may cover the partial or full cost of the Research Project, both direct and indirect costs which shall include the maintenance and other operating expenses (MOOE) that are integral part of the Research Project. In accordance with the Commission on Audit (COA) Circular 2022-004, tangible items that meet the definition and recognition criteria of Property, Plant, and Equipment but cost below the capitalization threshold of P50,000.00 shall be accounted as semi-expendable property. All expenditure items in the LIB shall be in accordance with the relevant provisions of the Unified Account Code Structure (UACS), as shown below.

The MOOE should align with the Government Accounting Manual (GAM):

- a. Traveling expenses
- b. Communication expenses
- c. Printing and binding expenses
- d. Rent expenses
- e. Representation expenses
- f. Survey expenses
- g. Professional services (i.e., compensation for Leader, Staff, and Assistants)
- h. Taxes, insurance premiums, and other fees
- i. Supplies and materials
- j. Other MOOE (e.g., Publication Costs)

2. Fund Release and Research Project Implementation

The TEC-TQDP funds released to the proponent shall remain available for use within the approved Research Project duration, subject to TEC Secretariat's approval and in accordance with the existing government accounting and auditing rules and regulations. These funds shall not be used for money market placements, time deposits, or any other forms of investment unrelated to the Research Project. Funds must be deposited in an authorized government depository bank.

TEC shall release Research Project funds, using the most cost-efficient method, to the Research Project Proponents with an initial 15% as



mobilization fund followed by three tranches (30% for tranche 1, 35% for tranche 2, 20% for tranche 3), subject to the availability of funds, submission and acceptance of deliverables and documentary attachments, in compliance with the existing government accounting and auditing regulations, and bond requirements, if any.

For easy reference of the aforementioned details, please refer to the table below.

Table 1. Release of Tranches with Corresponding Deliverables and Documentary Attachments.

Tranche	Percentage	Deliverables and Documentary Attachments	
Mobilization Fund	15%	Approved Research ProposalSigned MOA	
First Tranche	30%	 Approved Methodology Validated Data Collection Materials (Conceptual, Operational, Analytica) Fund Utilization Report of the Mobilization Fund 	
Second Tranche	35%	 Mid-Progress Report Initial Research Output and Analysis (if available) Fund Utilization Report of the First Tranche 	
Third Tranche	20%	 Approved Research Information Dissemination Plan Certified Completion Report Audited Terminal Financial Report Policy Note/Policy Briefer Publication Material Approved Research Manuscript/Final Output 	

a. Research Frameworks, Methodology, and Data Management

Research frameworks, methodology, and data collection materials, prepared by the Leader and endorsed by the Head of the Proponent, shall be submitted for review to the TEC Secretariat to ensure its alignment with the research initiatives of the TEC. Revisions shall be made in accordance with the comments and recommendations of the TEC Secretariat.

The proponent shall conduct data cleaning and validation before finalization and submission of results, to ensure consistent and accurate data for analysis. If additional manpower (e.g., enumerators; field interviewers; data cleaning professionals) is necessary, a training



orientation shall be organized by the proponent to ensure the quality, validity, and sufficiency of the data collected.

b. Progress Report and Initial Outputs
A mid-progress report and all initial research outputs, prepared by the
Leader and endorsed by the head of the Proponent, shall be submitted
to the TEC for monitoring and evaluation purposes.

c. Completion Report and Final Outputs

The completion report together with the policy brief, publication material, and the final research manuscript, prepared by the Leader and endorsed by the head of the Proponent, shall be submitted to TEC for monitoring and evaluation purposes and as supporting documents for the terminal financial report within sixty (60) days after the completion of the research project.

d. Terminal Financial Report

i. For Government Institutions

The terminal financial report, duly received by the Proponent's COA auditor, shall be audited and submitted within three (3) months after the end of the Research Project.

ii. For Privately-Owned Institutions

The following documents shall be submitted within three (3) months after the end of the Research Project:

- (1) Terminal financial report, audited and certified as correct by the Proponent's accountant, approved by the head of the institution, and verified by the accountant of DepEd;
- (2) Fund utilization report indicating the summary of expenses, certified as correct by its accountant and approved by its President/Chairman or its equivalent, and verified by the accountant of DepEd;
- (3) List of Equipment Purchased (LEP) with corresponding Property Acknowledgment Receipt (PAR);
- (4) Pictures of the implemented Research Projects, as may be applicable;
- (5) Inspection report and certificate of Research Project completion issued by the TEC Secretariat; and
- (6) List of beneficiaries with their signatures signifying their acceptance/ acknowledgment of the Research Project/funds/goods/services received, as may be applicable.



G. Research Dissemination and Utilization

The TEC Secretariat shall ensure that research findings and recommendations arising from the Research Projects funded by the TEC-TQDP are integrated into policy formulation, policy review, policy reformulation, and system enhancement efforts for teacher education.

Dissemination of research findings to key TEC officials and stakeholders shall occur after research project completion. Selection of research for presentation at international and national conferences/forums will be made by the TEC Secretariat based on criteria developed by these respective committees.

H. Ownership of the Research Paper

Intellectual property rights, ownership, and enjoyment arising from the completed Research Project shall be governed by the applicable provisions of R.A. No. 10055 also known as "An Act Providing the Framework and Support Systems for the Ownership, Management, Use, and Commercialization of Intellectual Property Generated from Research and Development funded by Government and for other purposes", R.A. No. 8439 also known as "An Act Providing a Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government", and R.A. No. 8293 also known as "An Act Prescribing the Intellectual Property Code and Establishing the Intellectual Property Office, Providing for Its Powers and Functions and for other Purposes" including their respective Implementing Rules and Regulations, as well as existing and future policies of the Commission on Higher Education on Intellectual Property Rights, such as but not limited to the following:

- 1. Any publication arising from the activities undertaken pursuant to this policy shall clearly establish and identify the TEC and the Proponent as co-owners of the research. As such, the Proponent shall first request for written approval from the TEC before undertaking activities for the publication of the research. Any activity undertaken by the TEC for the publication of the research shall likewise require the prior consent of the Proponent.
- 2. All reports arising from activities undertaken shall be made in the name of the Proponent, as source of the output, and the TEC, as the source of the funds. The names of the principal authors and/or team members shall be identified, recognized, and included in the report.
- 3. The TEC shall provide written updates to the Proponent on the use of any of the data or information contained in the report, to ensure that government-funded researches are utilized, continuously supported, and properly documented for the widest dissemination and use by the general public, and to encourage further empirical studies and researches.
- 4. The Proponent shall ensure that the research conducted, and its outcome would not violate the intellectual property rights of any third party.

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I. Plagiarism and Ethical Standards

- 1. Proponents shall uphold the highest ethical standards throughout the preparation and execution of research proposals.
- 2. Proponents shall ensure that the initial proposals and all succeeding TEC-TQDP-funded research outputs are entirely original works. Proper referencing and citation shall be observed in both the research proposal and the final manuscript.
- 3. It is the policy of the State to protect the fundamental human right of privacy, of communication while ensuring free flow of information to promote innovation and growth according to the Data Privacy Act 2012.
- 4. All sensitive and privileged data contained in the partnership agreement shall be processed in accordance with R.A. No. 10173, titled "Data Privacy Act of 2012", its implementing rules and regulations, and applicable issuances of the National Privacy Commission.

J. Purchase, Ownership, and Equipment Accountability of Research Project

1. Purchase of Equipment

Procurement of equipment using TEC-TQDP funds shall adhere to R.A. No. 9184, titled "Government Procurement Reform Act", its updated Revised Implementing Rules and Regulations, and pertinent issuances of the Government Procurement Policy Board, as well as existing government auditing, accounting, and budgeting laws, rules and regulations. Only equipment identified in the approved LIB shall be purchased using the TEC-TQDP funds and must be covered by a Property Acknowledgement Receipt (PAR) or Inventory Custodian Slip (ICS) for semi-expendable equipment.

2. Ownership of Equipment

The TEC Secretariat shall initially own all equipment purchased with TEC-TQDP funds until transferred to the Proponent or other implementers. Ownership may be transferred to the Proponent, including private institutions, upon completion of the Research Project, as stipulated in the signed MOA, in compliance with Presidential Decree No. 1445 or the "Government Auditing Code of the Philippines", Government Accounting Manual, and other COA issuances related to the divestment, disposal, and transfer of property and other assets of National Government Agencies.

The TEC Secretariat shall have the right to transfer ownership of such government equipment to the government, higher education institutions, or other private institutions through Property Transfer Reports or execution of Deeds of Donation, in compliance with government accounting and auditing laws and regulations.



3. Accountability for Equipment

The Leader shall be primarily responsible for all equipment related to the Research Project. They shall sign the corresponding PAR and List of Equipment Purchased (LEP), attested by the Property Officer of their institution.

The Proponent shall inform the TEC Secretariat if a Leader transfers to another government office, retires, resigns, or is dismissed/separated from the service. Clearance from financial and technical obligations to the Research Project shall not be issued unless all properties related to the Research Project are fully accounted for.

The Leader shall report to the TEC Secretariat if a listed equipment has been damaged or deemed unusable. In such cases, the Proponent shall purchase a replacement for the listed equipment charged to their institution.

If the First Party revokes the MOA, the Second Party shall inform the First Party in writing of such revocation. Clearance from financial and technical obligations to the research project will not be issued until all properties related to the research project are fully accounted for.

4. Record Keeping

The Property Officer of the Proponent shall maintain a complete and centralized file of equipment records, including agency name, equipment location, Research Project title, custodian, equipment description, acquisition date, property number, and acquisition/actual cost.

K. Communication Protocol

The communication protocol shall be observed in order to ensure smooth coordination between the Proponent and the TEC Secretariat.

1. Inquiry Management

- a. Any concerns or clarifications shall be directed to an assigned technical assistant via email at: tec@deped.gov.ph.
- b. The subject format shall be used when sending inquiries or clarifications via email, as follows:
 Research Inquiry_(Researcher's Last Name and First Name)

The turnaround time in sending feedback shall be within twenty-four (24) to forty-eight (48) hours upon receipt of the inquiry. This is to give ample time to coordinate concerns, especially those involving critical inquiry that need major decisions from the higher authority.

2. Researcher's Appointment Request

a. Appointments shall either be requested online or onsite depending on the location and availability of a TEC Secretariat representative. Online



meetings shall be the preferred alternative, in the event that the TEC Secretariat representative/s unable to accommodate an in-person meeting.

- b. Appointment schedules shall be communicated by the Researcher Project Leader via email at tec@deped.gov.ph. Ideally, requests should be made within five (5) to ten (10) working days in advance so that both parties can plot their availability ahead of time.
- c. The following subject format shall be used when sending appointment requests via email:

 Researcher's Appointment Request_(Researcher's Last Name and First Name).

Preferred Email Format:

Date of appointment:

Time:

Mode of appointment (online or onsite):

Meeting location (if onsite):

Platform used/link (if online):

Attendees:

Agenda:

The turnaround time in sending feedback shall be within 24 to 48 hours.

- 3. TEC Secretariat Representative's Appointment Request
 - a. The TEC Secretariat representative shall send a request for online or onsite appointment to the Proponents for monitoring and evaluation purposes.
 - b. Proponents shall designate an official email where the exchange of communication would take place and a focal person to respond to any TEC's appointment inquiry.

4. Use of Electronic Platform

- a. The TEC and the Proponent shall maximize the use of electronic platforms as a means of communication.
- b. Both parties shall ensure that sensitive and confidential information are contained within the authorized electronic platforms with security features only.
- c. Both parties shall obtain the consent of all parties involved in an online appointment for any video or audio recording or photo documentation, pursuant to R.A. No. 10173.

L. Accountability and Return of the Research Fund

The MOA shall incorporate a clause stipulating that if the proponent fails to fulfill and submit the Research Project deliverables, they shall be obliged to



return the full amount of the research fund through direct payment to the TEC-TQDP Fund.

In cases where a proponent fails to submit said deliverables on the agreed deadline, they shall be obliged to provide a justification for the delayed submission, otherwise they shall return the full amount of the research fund through direct payment to the TEC-TQDP Fund.

VI. MONITORING AND EVALUATION

The operationalization of research projects funded by the TEC-TQDP shall be monitored through the submission of outputs per tranche of the funding transferred to the participating proponents. This policy shall be monitored and evaluated after the completion of all TEC-TQDP-funded research projects through a devised monitoring tool and gathering of feedback from participating proponents and the achievement of its desired outputs.

A. Archiving of Completed Research Project

This provision outlines the procedures for archiving completed research work to ensure the preservation, accessibility, and integrity of research data and findings. It aims to maintain compliance with institutional policies and practices, funding requirements, ethical standards, and regulatory issuances, and applicable laws.

This applies to all research projects completed under the auspices of the institution, including those funded by external local and international bodies. It covers all forms of research outputs, including but not limited to data sets, publications, reports, and supplementary materials.

1. Archiving Requirements

- 1.1 Submission of Materials. Upon completion of a research project, the research proponent must submit all relevant research materials to the institutional repository. Materials include raw data, processed data, final reports, publications, and any other significant outputs.
- 1.2 Format and Standards. Research materials must be submitted in formats that are widely accessible and adhere to institutional standards. Data files should be in non-proprietary formats to ensure long-term accessibility.
- 1.3 Metadata. Submissions must include comprehensive metadata describing the research, methodologies, key findings, and any relevant contextual information. Metadata should follow the standards set by the institutional repository to ensure consistency and ease of use.

2. Access and Security

2.1 Access Levels. Archived materials will have defined access levels, ranging from open access to restricted access, based on the nature of the data and agreements between TEC and the research proponent.



- 2.2 Security Measures. The institution will implement robust security measures to protect archived materials from unauthorized access, loss, or corruption. Backup procedures will be in place to ensure data preservation in the event of a system failure.
- 3. Retention Period
- 3.1 Minimum Retention. Research materials must be retained for a minimum of five years from the date of project completion, unless otherwise specified by funding bodies or regulatory requirements.
- 3.2 Extended Retention. For research of significant long-term value, materials may be retained indefinitely at the discretion of the institution.
 - 4. Compliance and Monitoring

Failure to submit required materials may result in administrative actions, including restrictions on future research funding and support. The institutional repository manager will conduct periodic audits to ensure compliance with archiving requirements and the integrity of archived materials.

VII. REFERENCES

DepEd Order No. 16, s. 2017 titled *Research Management Guidelines*. Research Management Guidelines https://www.deped.gov.ph/wp-content/uploads/2017/03/DO_s2017_016.pdf

DepEd Order No. 43, s. 2015 Revised Guidelines for the Basic Education Research Fund (BERF). https://www.deped.gov.ph/2015/09/16/do-43-s-2015-revised-guide

lines-for-the-basic-education-research-fund-berf/

CHED Memorandum Order No. 52 s. 2016 Pathways to Equity, Relevance and Advancement in Research, Innovation and Extension in the Philippine Higher Education. https://ched.gov.ph/wp-content/uploads/2017/10/CMO-52-s.-2016.pdf

DOST Administrative Order No. 11 s. 2020 Revised Guidelines for the Grant-in-Aid Funds for Department of Science and Technology and its agency. https://pcieerd.dost.gov.ph/images/eforms/2020/AO-011-series-of-2020-Revised-DOST-GIA-Guidelines-1.pdf

COA Government Accounting Manual Volume I. 2015. https://www.coa.gov.ph/issuances/manuals/#110-2139-government-accounting-manual-gam-for-national-government-agencies

VIII. AMENDMENT CLAUSE

The TEC may revise these Interim Guidelines, as may be necessary and after due consultation with stakeholders, only by means of a written instrument executed and signed by their respective duly authorized representatives. All relevant forms referenced in this DepEd Order are included as attachments and are integral components of this DepEd Order.



IX. REPEALING CLAUSE

Any rules and regulations, orders, memoranda, circulars, or any part thereof, previously issued by TEC, in conflict with or contrary to these Interim Guidelines or any part hereof, are hereby repealed or modified accordingly.

X. SEPARABILITY CLAUSE

Should any provision of these Interim Guidelines be declared invalid or unconstitutional, the same shall not affect the validity of the other provisions.

XI. TRANSITORY CLAUSE

All TEC-TQDP-funded research projects initiated from 2023 to 2025 or until the formal institutionalization of the TEC, whichever comes first, shall comply with the provisions of this policy.

XII. EFFECTIVITY

These Interim Guidelines shall take effect fifteen (15) days following the completion of their publication in the Official Gazette and the Office of the National Administrative Register (ONAR) at the University of the Philippines Law Center, Diliman, Quezon City.

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DEPED ORDER ANNEX A

RESEARCH PROPOSAL OUTLINE

I. Proposed Research Project Title

This Section identifies the proposed Research Project Title and its Thematic Area.

II. Research Project Proponent

This Section briefly introduces your institution and its background in undertaking research programs/projects, specifically on the selected thematic area, if available. It also introduces the college, department, or office that will spearhead the implementation of the research proposal.

III. Research Project Leader

The Research Project Leader shall take the lead in the implementation of a Research Project. S/he must be a permanent full-time faculty member of the University preferably without administrative designation.

Name	Office	Academic Rank	Gender	Mobile Number	Email

^{*}Please attach Employment Certification from the Human Resource Management Department or its equivalent office.

IV. Research Project Team and Research Project Assistant

Those who are not qualified as Leader may qualify as members of the Research Project Team. However, research project assistants are limited to bonafide graduate students and/or administrative employees.

Name	Office	Academic Rank	Gender	Mobile Number	Email

V. Collaborating Institution/s

This Section introduces the institution/s, preferably external institutions that will collaborate in the Research work and the extent of such collaboration.

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VI. Research Project Station

This Section describes the station or unit where the Research Project will be conducted (i.e., district, municipality, province, and region).

VII. Significance

This Section provides the justification or rationale for doing the research. This will include a brief introduction, the problem/need being addressed, the historical basis for the Research Project utilization of the expected output, socioeconomic benefits to the users, beneficiaries, country, and other justifications.

VIII. Objectives

This Section provides the general and specific objectives of the proposed research.

IX. Expected Output

This Section states the results to be expected from the conduct of research – what particular product, technology, process, knowledge, etc.

X. Target Beneficiaries

These include end-users or beneficiaries of the research output and their number and locality, if applicable.

XI. Methodology

This section contains brief information on how the research will be conducted (research design, participants, data collection, and analysis). This portion shall include a conceptual framework/theoretical framework.

XII. Safety and Monitoring Plan

This Section describes any provision for monitoring the data and the research project for safety.

XIII. Scope and Limitation

This refers to the coverage of the research in terms of location, time, respondents, etc., inherent design or methodology parameters that can restrict the scope of the research findings and are outside the control of the researcher.

XIV. Ethical Considerations

The proponents shall ensure the following:

A. Informed consent of all study participants is obtained;

- B. Vulnerable study participants (e.g., persons with disability, pregnant women) are provided with additional provisions to protect their rights and well-being;
- C. Provisions to protect the privacy of participants and maintain data confidentiality, and describe data utilization and dissemination are included;
- D. Provisions on data retention and disposal are included; and
- E. Participants are informed of the limits to the confidentiality of provided information.

XV. Plan for Dissemination of Findings

This refers to the explanation of dissemination plans.

XVI. Plan of Work

This shows the Schedule of Activities, including the estimated time to be spent for the study in terms of weeks or months for the various phases of the study.

XVII. Estimated Budget by Source

Budgetary Items	Cost of Item	Proponent Share	TEC Share

^{*}Include Maintenance and Other Operating Expenses, Local Travel Expenses, Communication Allowance, Printing Expenses, Other Supplies/ Materials/ Equipment, Notarial Fees and Administrative Cost (15%)

XVIII. References

The American Psychological Association (APA) 7th Edition shall be used for the format of the references and citations.

Prepared by:

Signature over Printed Name Name of proponent Designation/position Date

Endorsed by:

Signature over Printed Name Head of the Proponent Designation/position Date



DEPED ORDER ANNEX B

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into by and between:

The **TEACHER EDUCATION COUNCIL**, an attached agency of the Department of Education (DepEd), established pursuant to Republic Act (R.A.) No. 7784, as amended by R.A. No. 11713 with principal office at Department of Education Building, DepEd Complex, Meralco Avenue, Pasig, 1605 Metro Manila duly represented by its Chairperson, the Secretary of the Department of Education **SONNY ANGARA**, hereinafter referred to as the "**FIRST PARTY"**;

-and-

The **[NAME OF INSTITUTION]**, a [state/private] university with principal address at _______, duly represented herein by its [Position of Representative], [NAME OF REPRESENTATIVE], and hereinafter referred to as the "**SECOND PARTY"**;

Collectively referred to as "PARTIES" and individually as "PARTY."

WITNESSETH:

WHEREAS, the **Department of Education (DepEd)**, through the First Party is in need of research process outsourcing services for the Teacher Education Council (the "Council") research initiatives;

WHEREAS, the **FIRST PARTY** is mandated under Section 8(m) of R.A. No. 7784, titled "Excellence in Teacher Education Act", as amended by R.A. No. 11713, to undertake, apply, and share research related to teaching and school leadership that shall serve as a central repository of literature on teacher education, and conduct, by itself or through third parties, relevant studies needed in the formulation of policies and in the planning and successful implementation of plans, programs and projects required in attaining the purposes of this Act;

WHEREAS, the **FIRST PARTY** shall utilize the Teacher Education Council - Teacher Quality and Development Program (TEC-TQDP) as the funding source for all commissioned research projects;

WHEREAS, the **SECOND PARTY**, particularly its [Relevant Office], has been identified as the Research Project Proponent under the TEC-TQDP fund for the merit of the proposed research project titled:

"[Project Title]"

WHEREAS, the duration of the research program shall be for one year from [Month Year] to [Month Year];

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1.	The	Teacher	Education	Council,	as	the	research	funder.	shall:
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- 1.1 Release the amount of _______ **ONLY** for the implementation of the aforementioned research project to be released in accordance with the immediately succeeding paragraph and approved Line-Item Budget, Schedules of Output, and Work Plan attached as Annex A, B, and C, respectively.
- a. The **FIRST PARTY** shall release payment with an initial 15% mobilization fee. The rest of the fund will be released in three (3) tranches: Tranche 1 30%; Tranche 2 35%; and Tranche 3 20%, subject to the availability of funds, submission, and acceptance of deliverables in compliance with the accounting and auditing regulations, and bond requirements, if any.
- b. The **FIRST PARTY** shall not be liable for any tax or other levy charged on the tranche payments released pursuant to this Agreement in accordance to Philippine laws.
- c. The **FIRST PARTY** shall release the amount due to the **SECOND PARTY** by wire transfer to the **SECOND PARTY's** bank account within forty-five (45) working days after receipt by the **FIRST PARTY** of a detailed written invoice thereof and subject to the **FIRST PARTY** payment policies. The **SECOND PARTY** may send the written invoice to the **FIRST PARTY** via email.
- 1.2 Establish a Monitoring and Evaluation Team, which shall be composed of the **FIRST PARTY** technical personnel. The Monitoring and Evaluation team shall ensure that funds provided to the **SECOND PARTY** are used properly and for the intended purpose specified in the approved work and Line-Item Budget plan;
- 1.3 Provide technical support and assistance in coordinating with other government agencies on matters requiring attention and cooperation that are relevant to the project and within the Council's capability;
- 1.4 Issue a Certificate of Completion of the projects upon approval of all outputs of the **SECOND PARTY**, which shall include the completion report and audited terminal financial report;
- 1.5 Issue a Certificate of Utilization of the research results for policy formulation and other relevant undertakings of the Council;

- 1.6 Reserve the right to organize conferences or presentations to be participated in by the **SECOND PARTY** for the completed projects, with logistical costs to be borne separately by the **FIRST PARTY** in accordance with governing policies and subject to availability of funds and applicable government procurement, budgeting, accounting, and auditing law, rules, and regulations; and
- 1.7 Perform other responsibilities necessary for the effective implementation of the Project.

2. The **SECOND PARTY**, as the proponent, shall:

- 2.1 Utilize properly the funds provided by the **FIRST PARTY** and ensure that these are used for the purpose for which the same is intended, in accordance with the approved Work and Financial Plan, and subject to usual government accounting and auditing rules and regulations;
- 2.2 Issue an Official Receipt for every received amount from the **FIRST PARTY**;
- 2.3 Keep separately and maintain any/all necessary accounting ledgers/records and receipts for the projects which shall be submitted as attachments on the terminal financial report, subject to monitoring and evaluation of the **FIRST PARTY** authorized representative/s and fully furnish the certified true copies of any/all required documents;
- 2.4 Submit a completion report and an audited terminal financial report to the **FIRST PARTY**, with a cover letter signed by the authorized person of the **SECOND PARTY**, within sixty (60) days after the completion of the project;
- 2.5 Observe the provisions of R.A. No. 9184, titled "Government Procurement Reform Act", its updated Revised Implementing Rules and Regulations (IRR), and pertinent issuances of the Government Procurement Policy Board, as well as existing auditing, accounting, and budgeting laws, rules and regulations, in realizing the program, and for propriety, transparency, and accountability;
- 2.6 Adhere to the prescribed accounting entries for booking up property/equipment purchased out of Program Funds;
- 2.7 Ensure that all outputs of the research project are compliant with the terms of the pertinent University Research Ethics Board (UREB) and University Research Evaluation Committee to ensure the highest standards of ethics and safety; and
- 2.8 Comply and coordinate with the **FIRST PARTY** for any monitoring visit or presentation during the duration of the project;
- 2.9 Complete and submit all proposed outputs indicated in the submitted research proposal, from the commencement of this Agreement;
- 2.10 Report to the Secretariat promptly about significant concerns or issues related to Research Project implementation;

- 2.11 Present to the **FIRST PARTY** in a panel or a round table discussion, the final report of all accomplished goals and outputs to be scheduled at the end of the term of this project;
- 2.12 Recognize and acknowledge the **FIRST PARTY** as the funder, in cases where the research output will be presented in conferences excluded in Section I.1.6 and/or included in publications derived from the research output; and
- 2.13 Perform other responsibilities necessary for the effective implementation of the Project.

II. OWNERSHIP OF RESEARCH OUTPUTS

The **FIRST PARTY** and the **SECOND PARTY** hereby agree and understand that intellectual property rights, ownership, and enjoyment thereof arising from this project shall be governed by the applicable provisions of R.A. No. 10055 also known as "An Act Providing the Framework and Support Systems for the Ownership, Management, Use, and Commercialization of Intellectual Property Generated from Research and Development funded by Government and for other purposes", R.A. No. 8439 also known as "An Act Providing a Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government", and R.A. No. 8293 also known as "An Act Prescribing the Intellectual Property Code and Establishing the Intellectual Property Office, Providing for Its Powers and Functions and for other Purposes" including their respective Implementing Rules and Regulations (IRR), as well as existing and future policies of the Commission on Higher Education on Intellectual Property Rights, such as but not limited to the following:

- 1. Any research output arising from the activities undertaken by virtue of and pursuant to this Agreement shall clearly establish and identify the **SECOND PARTY** and the **FIRST PARTY** as co-owners. As such, the Proponent shall first request for approval from the TEC before undertaking activities for the publication of the research. Any activity undertaken by the TEC for the publication of the research shall likewise require the prior consent of the Proponent;
- 2. All reports arising from activities undertaken shall be made in the name of the Proponent, as source of the output, and the Council, as the source of the funds. The names of the principal authors and/or team members shall be identified, recognized, and included in the report;
- 3. The **FIRST PARTY** shall provide written updates to the Proponent on the use of any of the data or information contained in the report, to ensure that government-funded researches are utilized, continuously supported, and properly documented for the widest dissemination and use by the general public, and to encourage further empirical studies and researches;
- 4. The **SECOND PARTY** shall ensure that the research conducted, and its outputs would not violate the intellectual property rights of any third party; and

5. The **SECOND PARTY** warrants that it voluntarily limits its intellectual property rights in consideration of protecting public interest, and in particular involves the national security, nutrition, health, or the development of other vital sectors as required by Section 6(a)(1), Article II of R.A. No. 10055 titled "An Act Providing the Framework and Support System for the Ownership, Management, Use, and Commercialization of Intellectual Property Generated from Research and Development funded by Government and for other purposes."

III. ETHICAL CONDUCT OF RESEARCH

The **SECOND PARTY** has the responsibility of ensuring that the conduct of the research is in accordance with ethical research standards. The provisions provided under Section V. SANCTIONS shall apply to violations found under this provision of the Agreement. This includes but not limited to falsification of any documents submitted to the **FIRST PARTY**.

It is the policy of the State to protect the fundamental human right of privacy of communication while ensuring free flow of information to promote innovation and growth. All sensitive and privileged data acquired during the research process shall be treated with confidentiality, including personal information which shall be processed in accordance with R.A. No. 10173, titled "Data Privacy Act of 2012."

IV. PURCHASE, OWNERSHIP AND EQUIPMENT ACCOUNTABILITY OF RESEARCH PROJECT

1. Purchase of Equipment

Procurement of equipment using TEC-TQDP funds shall adhere to R.A. No. 9184, its Implementing Rules and Regulations (IRR), and other existing accounting and auditing laws, rules, and regulations. Only equipment identified in the approved Line Item Budget (LIB) shall be purchased using the TEC-TQDP funds and must be covered by a Property Acknowledgement Receipt (PAR) or Inventory Custodian Slip (ICS) for semi-expendable equipment.

2. Ownership of Equipment

The **FIRST PARTY** shall initially own all equipment purchased with TEC-TQDP funds until transferred to the **SECOND PARTY**. Ownership may be transferred to the **SECOND PARTY**, including private institutions, upon completion of the Research Project, in compliance with Presidential Decree (P.D.) No. 1445 or the "Government Auditing Code of the Philippines", Government Accounting Manual, and other related issuances of the Commission on Audit as to the divestment, disposal, and transfer of property and other assets of National Government Agencies.

The **FIRST PARTY** shall have the right to transfer ownership of such government equipment to the government, Higher Education Institutions, or other private institutions through Property Transfer Reports (PTRs) or execution of Deeds of Donation, in compliance with government accounting and auditing laws and regulations.

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3. Accountability for Equipment

The Leader shall be primarily responsible for all equipment related to the Research Project. They shall sign the corresponding PAR and List of Equipment Purchased (LEP), attested by the Supply Officer of their institution.

If a Leader transfers to another government office, retires, resigns, or is dismissed/separated from the service, the **SECOND PARTY** shall inform the **FIRST PARTY** in writing, of such changes. Clearance from financial and technical obligations to the Research Project shall not be issued unless all properties related to the Research Project are fully accounted for.

The Leader shall report to the Secretariat if a listed equipment has been damaged or deemed unusable, in such cases, the Proponent may purchase a replacement for the listed equipment charged to their administrative costs.

4. Record Keeping

The Supply Officer of the **SECOND PARTY** shall maintain a complete and centralized file of equipment records, including agency name, equipment location, Research Project title, custodian, equipment description, acquisition date, property number, and acquisition/actual cost.

V. SANCTIONS

The **FIRST PARTY** reserves the right to take administrative, civil, and/or criminal action including, but not limited to, the imposition of a payment obligation for all financial privileges received under the TEC-TQDP and disqualification from receiving any future funding from the **FIRST PARTY** for the following infractions, subject to discussion within the Council:

- 1. Refusal or failure of the **SECOND PARTY** to comply with the policies and guidelines herein stated, and with any provision of the Agreement between the **FIRST** and the **SECOND PARTY**;
- 2. Corruption, misrepresentation, or fraud by the **SECOND PARTY** and/or any of its personnel serving as project lead/team members;
- 3. Failure to submit the required accomplishment reports and/or financial reports according to the schedule given by the **FIRST PARTY**, unless an extension of the submission was approved by the **FIRST PARTY**;
- 4. Failure to complete the project under the TEC-TQDP funding, including the implementation of the plan, within the approved duration, unless an extension of the project was approved by the **FIRST PARTY**;
- 5. Use of funds for purposes other than those indicated in the approved project proposal and Work and Financial Plan; and
- 6. Other acts that may be considered by the **FIRST PARTY** as inimical to the Republic of the Philippines and those that adversely affect the integrity of the TEC-TQDP.

VI. TERMINATION

The **FIRST PARTY** reserves the right to terminate the TEC-TQDP funding for infractions such as failure to comply with the necessary documentary and other requirements at the given time, intellectual dishonesty, failure to comply with ethical safeguards and security protocols for research or lack thereof, misrepresentation of information, or other analogous circumstances. Cases falling under the abovementioned circumstances shall be raised before the **FIRST PARTY**, subject to discussion within the Council, for decision. The **SECOND PARTY** shall be notified in writing at least thirty (30) days prior to the intended date of termination and shall be required to reimburse the stated funding in full.

Furthermore, the **FIRST PARTY** may terminate the Agreement if it has determined the existence of conditions that make the project implementation impractical and/or unnecessary, such as, but not limited to, fortuitous event/s, and changes in laws and government policies.

In the event that the **SECOND PARTY** for a just cause wishes to terminate this Agreement, it shall serve a written notice to the **FIRST PARTY** at least thirty (30) days prior to the intended date of termination.

VII. EFFECTIVITY OF THE AGREEMENT

This Agreement shall take effect upon the release of funds to the **SECOND PARTY** for the project implementation and shall be in effect for the period indicated in the financial proposal from the date of the receipt of the funds by the **SECOND PARTY** unless a further extension is requested in writing not later than sixty (60) days prior to the expiration of the contract period.

The **FIRST PARTY** shall allow only a one (1) time extension of six (6) months starting immediately after the expiration of the contract period. The said extension should be for a valid cause and approved by the **FIRST PARTY** in writing prior to the expiration of the original contract period.

The request for an extension does not entitle the **SECOND PARTY** to additional funds, and any additional expense that may be incurred as a result of the extension shall be borne by the **SECOND PARTY**. After a first extension is granted, no further extensions shall be allowed by the **FIRST PARTY**.

VIII. APPLICABLE LAW, DISPUTE RESOLUTION, AND JURISDICTION

This Agreement is governed by and construed in accordance with the laws of the Philippines.

Furthermore, the Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

However, in the event that the Parties fail to settle the dispute amicably, and before any Party may proceed to litigate in court, the PARTIES shall first resort to an Early Neutral Evaluation in accordance with the Rules on Alternative Dispute Resolution (ADR) under R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004." Under R.A. No. 9285, an Early Neutral Evaluation is defined as an ADR process wherein the parties and their lawyers are brought together early in a pretrial phase to present summaries of their cases and receive a non-binding assessment by an experienced, neutral person, with expertise in the subject in the substance of the dispute. In the event that the **Second Party** is a government agency, state/local university or college, disputes shall be referred to P.D. No. 242 titled "Prescribing the Procedure for Administrative Settlement or Adjudication of Disputes, Claims and Controversies between or among Government Offices, Agencies and Instrumentalities, including Government-owned or Controlled Corporations, and for Other Purposes."

In case of failure to settle differences, the dispute shall be referred to arbitration administered by three (3) accredited arbitrators to be appointed by both Parties in accordance with the Rules on ADR under RA No. 9285 and other relevant rules, regulations, and issuances.

In the event that the Parties still fail to reach a Settlement, the Parties shall not be precluded from submitting dispute to the appropriate courts in the Philippines. Any cause of action for the enforcement of this Agreement or any provision herein shall be instituted only in the courts of the competent jurisdiction, specifically in the City of Pasig to the exclusion of other venues.

IX. ACCOUNTABILITY AND RETURN OF THE RESEARCH FUND

If the **SECOND PARTY** fails to fulfill and submit the Research Project deliverables on the agreed deadline, the **SECOND PARTY** shall be obliged to provide valid reasons for the delayed submission, otherwise the SECOND PARTY shall return the full amount of the research fund through direct payment to the TEC-TQDP fund.

DATA PRIVACY AND CONFIDENTIALITY

Each Party in the performance of their respective duties and responsibilities under the Agreement and in the implementation thereof shall adhere to R.A. No. 10173, otherwise known as the "Data Privacy Act of 2012."

Any gathered data and information should be protected and respected during the term and even after the termination of the Agreement. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the Data Privacy Act of 2012 and applicable regulations.

The Parties cannot reproduce, share, or distribute data and information derived by reason of this Agreement, to any THIRD PARTY, both local and international, without the express approval of the Parties.

XI. NON-DISCLOSURE CLAUSE

Any gathered data and information should be protected and respected during the term and even after the termination of this Agreement. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the Data Privacy Act of 2012 and applicable regulations.

XII. AMENDMENTS

Both parties may recommend in writing any revision, amendment, or addition of any terms or conditions in this Agreement, subject to prior notification to the other Party, and shall be deemed approved when mutually confirmed in writing. Such amendments or revisions shall have the same effect as the original agreement and will form an integral part thereof.

XIII. SEPARABILITY CLAUSE

In the event that any of the provisions of this Agreement or any document that may be executed in connection therewith shall be declared invalid, illegal, or unenforceable in any respect by a competent authority, the validity, legality, and enforceability of the remaining provisions of this Agreement or any document that may be executed in connection therewith shall not in any way be affected or impaired and shall remain in full force and effect.

XIV. DOCUMENTS COMPRISING THIS AGREEMENT

All annexes hereto attached are hereby expressly made an integral part of this Agreement by reference, excluding inconsistencies with any/all parts, terms, and conditions contained in this Agreement.

XV. MISCELLANEOUS PROVISIONS

- 1. The Parties and their representatives herein represent and warrant to each other that each has all the requisite power, authority, and legal capacity to enter into this Agreement and to perform each of their respective obligations and of the organizations that they represent in accordance with the terms hereof.
- 2. Except as otherwise provided herein, no Party shall have any right, power, or authority to create any obligations, express or implied, on behalf of any other Party. Nothing in this Agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the Parties of persons referred to herein.
- 3. The Parties shall not assign or transfer this Agreement or any of the rights or obligations granted herein without the prior consent of the other Party, and any purported assignment made without obtaining such written consent shall be null and void.

IN WITNESS WHEREOF, the parties hereby affix their signatures this day, 20 at, Philippines.					
TEACHER EDUCATION COUNCIL	[NAME OF THE INSTITUTION]				
By:	By:				
SONNY ANGARA Secretary Department of Education Chairperson Teacher Education Council	[NAME OF REPRESENTATIVE] [Position of Representative]				
SIGNED IN THE	PRESENCE OF:				
JENNIE V. JOCSON Executive Director V Teacher Education Council Secretariat	[NAME OF THE REPRESENTATIVE] Designation				

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIP	PPINES))S.S.	
	ary Public, for and in the City of _came and appeared:	, this
Name of FIRST PARTY	Government-issued ID & No.	Date & Place of Issue
1		
of () pages, tw the parties, and acknowled deed thereof, as well as the	the persons who executed the foregodo (2) of which are the respective dged to me that the same is her at of the entity said person represed voluntary act and deed, and of the	Acknowledgement pages of free and voluntary act and ents. and acknowledged the
	ists of pages, including n, and the parties signed at the le	
IN WITNESS WHEREO this, at	F , I have hereunto set my hand a	nd affixed my notarial seal,
WITNESSED MY HA	AND AND SEAL, on the date and	place above written.
		NOTARY PUBLIC
Doc No;		
Page No;		
Book No; Series of 2024.		
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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINE	ES))S.S.	
BEFORE ME, a Notary P personally came	rublic, for and in the City of and appeared:	, this
Name of SECOND PARTY	Government-issued ID & No.	Date & Place of Issue
the parties, and acknowledged deed thereof, as well as that of	of which are the respective Ac	knowledgement pages of the and voluntary act and is. and acknowledged the
	of pages, including d the parties signed at the left 1	
IN WITNESS WHEREOF, I I this, at	have hereunto set my hand and	affixed my notarial seal,
WITNESSED MY HAND	AND SEAL, on the date and pla	ace above written.
Doc No; Page No; Book No; Series of 2024.		NOTARY PUBLIC

DEPED ORDER ANNEX C

CERTIFICATE OF ORIGINALITY

This is to certify that we, as Research Project Proponents, adhere to the policies under the Republic Act 8293, the "Intellectual Property Code of the Philippines".

This is to attest that our research paper submitted is independent and original work. We have duly acknowledged all the sources from which the ideas and extracts have been taken. The project is free from any plagiarism and has not been submitted elsewhere for publication, both in local and international.

We understand that the funding institution, the Teacher Education Council (TEC) has the right to instigate a probe if deemed necessary and terminate the Teacher Education Council - Teacher Quality and Development Program (TEC-TQDP) funding agreement if the submitted research work was proven fraudulent under legal circumstances.

Head of Research Project Proponent Date:
Acknowledged by:
TECS Executive Director V

Attested by:

DEPED ORDER ANNEX D

LINE-ITEM BUDGET PREPARATION

Research Project Title	
Implementing Institution	
Collaborating Institution	
Name of Research Project Leader	
Research Project Duration	
Team Members	
Total Research Project Cost	

Budgetary Items	Cost of Item	**Proponent Share	***TEC Share
I. Maintenance and Other Operating Expenses			
A. Traveling Expenses			
B. Communication Expenses			
C. Printing and Binding Expenses			
D. Rent Expenses			
E. Survey Expenses			
F. Professional Services (i.e., compensation for Leader, Staff, and Assistants)			
G. Taxes, Insurance Premiums, and Other Fees			
H. Supplies and Materials			
I. Publication Costs			
J. Notarial Fees			

Budgetary Items	Cost of Item	**Proponent Share	***TEC Share
TOTAL			
II. Administrative Cost (15%)			
GRAND TOTAL			

Prepared and Submitted by (to be filled up by the Leader)	Reviewed by (to be filled up by RMO Director)	Approved by (to be filled up by VPRED)	Approved by (to be filled up by TEC)

DEPED ORDER ANNEX E

MONITORING AND EVALUATION COMMITTEE COMPOSITION AND FUNCTIONS

I. Purpose and Scope

The TEC Secretariat is responsible for overseeing the management and progress of research initiatives in teacher education at the national level. The committee works in alignment with the TEC Secretariat's Research Agenda and plays a pivotal role in guiding research directions, proposal evaluation, partnership establishment, and dissemination of research results.

II. Composition of the Monitoring and Evaluation Committee (MEC)

The MEC comprises individuals with expertise in teacher education research and are composed of the following:

Chairperson: Executive Director V of TEC Secretariat Assistant Chairperson: Deputy Executive Director

Members:

TEC Regular Members TEC Secretariat Director

Secretariat: TEC Secretariat

III. Roles and Responsibilities

The MEC members are expected to assume roles and perform responsibilities, as follows:

- A. **Guidance on Research Agenda** Provide guidance in the development, review, evaluation, and periodic updating of the TEC Secretariat's Research Agenda.
- B. **Proposal Approval and Partnerships** Approve research proposals and facilitate partnerships with academic and research institutions for teacher education research initiatives.
- C. **Issue Resolution** Address emerging issues related to the management and execution of teacher education Research Project
- D. **Funding Recommendations** Recommend the release of funds based on monitoring and evaluation reports of ongoing research initiatives.
- E. **Financial Compliance** Ensure that cost estimates conform to existing accounting and auditing rules and regulations.
- F. **Feedback Loop** Facilitate communication and feedback exchange with the TEC regarding the progress and outcomes of research initiatives.

IV. Monitoring Tools

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The MEC will employ monitoring tools developed by the TEC Secretariat, subject to approval by the TEC, to assess the implementation and impact of research initiatives.

The TEC Secretariat shall take the lead in issuing calls for proposals, conducting evaluations, securing approvals, and disbursing available research funds for the Teacher Education Research Project, and coordinate the dissemination of research findings.

MOA ANNEX A

LINE-ITEM BUDGET

Research Project Title	Program: (Title) Project (Include number if multiple research projects will be implemented): (Title)
Implementing Institution	
Collaborating Institution	Department of Education - Central Office
Name of Project Leader	
Project Duration	Project (Include number if multiple research projects will be implemented) (Month Year to Month Year)
Team Members	
Total Project Cost	

Budgetary items are specific categories or entries in a budget that outline the planned expenses and revenues for a given period. They represent detailed allocations of funds for various purposes within an organization, project, or personal finance plan. Budgetary items help ensure that resources are appropriately distributed and managed, facilitating effective financial planning and control.

Budgetary Items	Cost of Item	**Proponent Share	***TEC Share
I. Maintenance and Other Operating Expenses			
A. Travel Expenses			
B. Communication Expenses			
C. Printing and Binding Expenses			
D. Rent Expenses			
E. Survey Expenses			
F. Professional Services (i.e., compensation for Research Project Leader, Staff, and Assistants)			

Budgetary Items	Cost of Item	**Proponent Share	***TEC Share
G. Taxes, Insurance Premiums, and Other Fees			
H. Supplies and Materials			,
I. Publication Costs			
J. Notarial Fees			
TOTAL			
II. Administrative Cost (15%)			
GRAND TOTAL			

Legends:

**Proponent Share – the budgetary allotment to be shouldered by the proponent

***TEC Share – the budgetary allotment to be shouldered by the Teacher Education Council using the TQDP Fund

Prepared and Submitted by (to be filled up by the project leader)	Reviewed by (to be filled up by [Relevant Official])	Approved by (to be filled up by [Relevant Official])	Approved by (to be filled up by external funding agency)
[NAME] [DESIGNATION]	[NAME] [DESIGNATION]	[NAME] [DESIGNATION]	[NAME] [DESIGNATION]

MOA ANNEX B

SCHEDULE OF OUTPUTS AND TRANCHE RELEASES

Research Project Title	Program: (Title) Project (Include number if multiple research projects will be implemented): (Title)
Implementing Institution	
Collaborating Institution	Department of Education - Central Office
Name of Project Leader	
Project Duration	Project (Include number if multiple research projects will be implemented) (Month Year to Month Year)
Team Members	
Total Project Cost	

	MONTHS											
ACTIVITIES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Conduct of meetings of research team												
Finalization of research proposal/capsule												
Preparation of frameworks - Conceptual - Operational - Analytical												
Regional data collection												
Data cleaning and validation												

Generation of output tables						
Data analysis						
Discussion of Results						
Preparation of draft report/output						
Presentation of Research Output						
Identification of policies, mandates, and policy interventions						
Revisions						
Completion of the study and finalization of the manuscript						
Submission of final copy to [Relevant Office] and TEC						

Tranche Release	Amount	Deliverables/Output	Due Date
Mobilization Fund (15%)		Approved Research ProposalSigned Agreement	
First Tranche (30%)		 Approved Research Framework Approved Methodology Validated Data Collection Materials (Conceptual, Operational, Analytical) Submitted Fund Utilization Report 	
Second Tranche (35%)		 Submitted Mid-Progress Report Submitted Initial Research Output and Analysis (if available) 	

	• Submitted Fund Utilization Report	
Third Tranche (20%)	 Approved Research Information Dissemination Plan Submitted and Certified Completion Report Submitted Terminal Financial Report Submitted Policy Note/Policy Briefer Submitted Publication Material Submitted and Approved Research Manuscript/Final Output 	
	Total	

Prepared and Submitted by (to be filled up by the project leader)	Reviewed by (to be filled up by [Relevant Official])	Approved by (to be filled up by [Relevant Official])	Approved by (to be filled up by an external funding agency)		
[NAME] [DESIGNATION]	[NAME] [DESIGNATION]	[NAME] [DESIGNATION]	[NAME] [DESIGNATION]		

MOA ANNEX C

WORK PLAN

Research Project Title	Program: (Title) Project (Include number if multiple research projects will be implemented): (Title)
Implementing Institution	
Collaborating Institution	Department of Education - Central Office
Name of Project Leader	
Project Duration	Project (Include number if multiple research projects will be implemented) (Month Year to Month Year)
Team Members	
Total Project Cost	

Activities	Deliverables/Output	Due Date	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Add Rows as Needed			

Prepared and Submitted by	Reviewed by	Approved by	Approved by
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(to be filled up by the	(to be filled up by	(to be filled up by	(to be filled up by external funding agency)
project leader)	[Relevant Official])	[Relevant Official])	
[NAME]	[NAME]	[NAME]	[NAME]
[DESIGNATION]	[DESIGNATION]	[DESIGNATION]	[DESIGNATION]