

University of the Philippines Enhanced Creative Work and Research Grant

This Contract entered into by and between the University of the Philippines System (the "University"), represented by the Vice President for Academic Affairs, **Dr. GISELA P. CONCEPCION**, with office address at Quezon Hall, University of the Philippines, Diliman, Quezon City, in accordance with the authority vested in her by the Board of Regents pursuant to the *Existing Delineation of Authority Among the Board of Regents, President, Vice-Presidents, Chancellors, and Other Officials of the University*, and _____ (the "Grantee"), Associate Professor, College of Engineering, University of the Philippines Diliman, with residence address at _____.

1. The Grantee shall undertake a creative work project entitled "_____". The University shall provide a creative work grant in the amount of xxxx Hundred Thousand Pesos (Pxxx,000) subject to the necessary withholding taxes (20-32%) to be used exclusively for the Grantee's creative work project.
2. This contract shall be for a period of 18 months from 16 April 2014 to 15 October 2015. The Grantee shall complete the creative work project not later than 15 October 2015.
3. The Grantee acknowledges that the University, through its authorized officials, has exercised the requisite diligence in his/her selection as a beneficiary of this grant.
4. On the ninth month after the start of the grant, the Grantee shall submit a progress report to the ECWRG Monitoring and Evaluation Committee Chair, without need of demand from the University.
5. On the 18th month of the grant, the Grantee shall submit any of the following outputs: a) proof of acceptance of publication of a book or book chapter manuscript by an academic press or commercial publisher, b) proof of jurying or competitive selection for exhibition in the case of films, artwork, video composition and other non-written output; when appropriate, a copy of the creative work will be submitted. Non-written creative works that are not juried or competitively selected for exhibition shall be subject to review by two external referees selected by the CWRG Monitoring and Evaluation Committee.
6. The grant amount shall be released following the schedule below:
 - 50% - upon signing of the contract
 - 30% - upon submission of the progress report on the 9th month after the start of the grant

20% - upon submission of the proof of unconditional acceptance for publication, proof of jurying or competitive selection, or favorable reviews of external referees

8. All intellectual outputs produced in the course of or as a result of this grant shall be bound by the Governing Principles and Policies on IPR of the University. The Grantee shall include the following statement in the "Acknowledgements" section of the publication - "This work was funded by the UP System Enhanced Creative Work and Research Grant (ECWRG Grant No. 20xx-xx). The Grantee shall provide a copy of the publication(s) to the OVPAA and the CU OVCRD/OVCRE/OVCR. In the case of non-written creative works, the UP System Creative Work and Research Grant must be acknowledged as a sponsor or funding source in publicity materials or list of credits.
9. The University may, by written notice, terminate this contract if the Grantee abandons or withdraws from the grant, fails to finish his/her technical paper within the period agreed upon unless a 'force majeure' exists, fails to comply with the University's tenure rules or resigns or is removed from his/her employment with the University for reasons attributable to the Grantee, prior to OVPAA's approval of his/her creative output or fails to comply with any of the terms and conditions of this contract. In such a case, the Grantee shall return the full amount received, subject to such other sanctions as prescribed by pertinent University rules and without prejudice to the settlement of his/her contractual obligations with the University. Furthermore, the Fellow shall be disqualified from applying for a new ECWRG until the required output has been submitted.
10. The Grantee holds the University free and harmless from any liability for any delays in the release of the funds due under this Agreement, arising from causes that are not attributable to the University or those that are beyond its control.
11. Any loss and/or damage caused by the Grantee to any person or property while performing his/her duties pursuant to this Agreement shall be the sole and exclusive liability and responsibility of the Grantee. In this connection, the Grantee holds the University free and harmless from, all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of such loss and/or damage.
12. In case of conflict between the Parties, arising from this Agreement, both Parties agree to freely and voluntarily submit themselves to the necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute. Existing University policies on alternative dispute resolution shall be followed by the Parties.

Should the parties fail to reach an amicable settlement of their dispute, the same shall be submitted to arbitration, in accordance with the

Philippine Law on Arbitration. However, should the dispute between the Parties reach the courts of law, the parties agree that the competent courts of Quezon City shall have exclusive jurisdiction over the same.

13. This Contract shall be subject to the rules and regulations of the University on Research Grants under the Enhanced Creative Work and Research Grant.

IN WITNESS WHEREOF, the parties hereto set their hands this _____ day of _____ 2014 at _____, Philippines.

GISELA P. CONCEPCION
Vice President for Academic Affairs

Grantee

Signed in the presence of:

Chancellor

Dean, College of

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____) s.s.

BEFORE ME, a Notary Public for and in the above jurisdiction, this ____ day of _____ personally appeared the following:

Name	UP Employee No.
GISELA P. CONCEPCION	071031676

known to me to be the same persons who executed the foregoing Contract and acknowledged to me that the same are their free and voluntary act and deed and that of the institution or entity which they respectively represent.

This instrument referred to as Contract consists of four (4) pages including this page where the acknowledgment is written.

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

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