



Republic of the Philippines
Department of Education
Region IV-A
SCHOOLS DIVISION OF QUEZON PROVINCE



27 October 2025

DIVISION MEMORANDUM
DM No. 1164, s. 2025

**UPDATED PROCEDURE ON THE REQUEST OF RESEARCHERS FROM
HIGHER EDUCATION INSTITUTIONS (HEIs) TO CONDUCT
STUDIES WITHIN DEPED QUEZON**

To: Assistant Schools Division Superintendents
Division Chiefs
Unit/Section Heads
Public Schools District Supervisors
Public Elementary and Secondary School Heads
All Others Concerned

1. Pursuant to **DepEd Order No. 16, s. 2017** titled **Research Management Guidelines**, this Office, through the Schools Division Research Committee (SDRC), informs all concerned researchers from Higher Education Institutions (HEIs) of the procedure on the request to conduct studies within DepEd Quezon Province, to wit:
 - a. Submit a **request letter addressed to the Schools Division Superintendent (SDS)**, through the Senior Education Program Specialist for Planning and Research (SEPS-PAR), using the letterhead of their institution and with the following details:
 - i. Full Name of Researcher;
 - ii. HEI Affiliation and Address;
 - iii. Degree/Program;
 - iv. School and District (if DepEd Quezon personnel);
 - v. Title of Research, Research Objectives, Participants, and Data Collection Method; and
 - vi. Contact Details (cellphone number and email).
 - b. **Attach the following requirements:**
 - i. One (1) copy of validated research instrument to be used in data collection; and
 - ii. One (1) Data Sharing Agreement (DSA) for signing of concerned officials.
 - c. Submit all documents to the Records Unit or email through quezon@deped.gov.ph.

DEPEDQUEZON-TM-SDS-04-009-003



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- d. **Hard copies** submitted, or **printed copies of emails** received by the Records Section, **shall be forwarded to the SEPS-PAR** for review or for contacting the researcher if further clarifications are needed.
 - e. The SEPS-PAR will forward the documents to the **Data Protection Officer (DPO)**, to facilitate the signing of the DSA.
 - f. The DPO will forward the DSA to the **Administrative Officer V (AO V)**, to facilitate the signing of the DSA.
 - g. The AO V **shall return the signed DSA**, along with the other documents, to the SEPS-PAR, who will prepare the Indorsement for the approval of the SDS.
 - h. **After approval of the Indorsement**, the documents shall be returned to the client-researcher through the Records Section, either by:
 - i. Releasing the hard copy; or
 - ii. Sending the response via email and copy-furnish other offices that may be concerned in the data collection of the researcher.
 - i. **Upon completion of the study** and for archival purposes, the researcher is expected to provide the SDRC with a copy of the following deliverables through sdo.quezon.research@deped.gov.ph:
 - i. Approved Indorsement (scanned, PDF)
 - ii. Completed Research [PDF] ***Print-out copy is highly appreciated.**
 - iii. Research Instrument Used [PDF]
 - iv. Notarized DSA [scanned, PDF]
2. All schools, learning centers, and offices **should provide appropriate technical assistance in the data collection** of HEI-researchers, provided that they can present an approved Indorsement from DepEd Quezon. However, all personnel who will provide support in the conduct of such studies are reminded to adhere to the **No Disruption of Classes Policy** and the **Time-On-Task Policy** of the Department, as stipulated in DepEd Order No. 09, s. 2005.
 3. Attached to this Memorandum is the process flow for reference, and the updated DSA Template while the soft copy may be downloaded through this link: <https://tinyurl.com/DSA-FORM-102725>.
 4. Immediate dissemination of and strict compliance with this Memorandum are desired.


ROMMEL C. BAUTISTA, CESO V
Schools Division Superintendent

parsop10/27/2025
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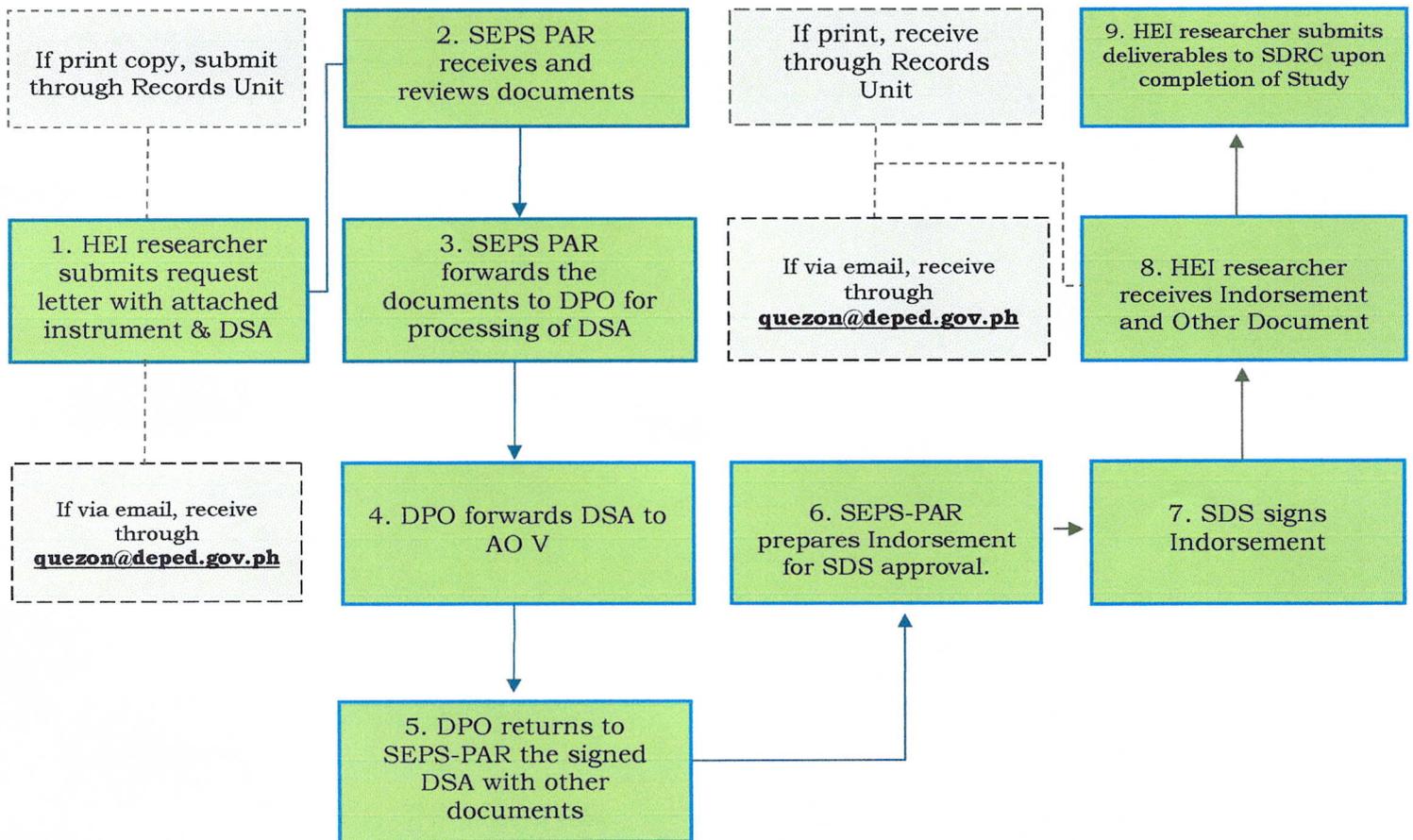
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[Enclosure to DM No. 1164, s. 2025]

Process Flow for the Request of Researchers from HEIs to Conduct Studies within Deped Quezon



DEPEDQUEZON-TM-SDS-04-025-003



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DATA SHARING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is executed by and between:

[COMPLETE NAME, Age, Marital status, Nationality], with principal address at _____, hereinafter referred to as the **FIRST PARTY**.

-and-

The **Department of Education, Schools Division of Quezon**, with office address at Sitio Fori, Brgy. Talipan, Pagbilao, Quezon, represented by its Administrative Officer V, MARIA DOLORES D. ATIENZA, hereinafter referred to as the **SECOND PARTY**.

WITNESSETH: That,

WHEREAS, The Data Privacy Act of 2012 (Republic Act No. 10173) was enacted to protect one's fundamental right to privacy of communication while ensuring the free flow of information in order to promote innovation and growth.

WHEREAS, the Department of Education recognizes the need to share data while ensuring the protection of personal information.

WHEREAS, this MOA, hereinafter known as Data Sharing Agreement (DSA), or simply Agreement, is subject to the approval of the Schools Division Superintendent.

NOW, THEREFORE, premises considered, the PARTIES hereby agree and stipulate on the following:

- 1. Purpose.** The parties are entering into this Agreement, and the SECOND PARTY is granting the FIRST PARTY access to [DESCRIPTION OF DATA], for the purpose of [SHORT DESCRIPTION OF PURPOSE OF DATA USE].
- 2. Description of Data.** "Data" includes [SHORT DESCRIPTION OF DATA, SUBJECT MATTER OF DATA], further described in the [NAME ATTACHMENT], attached to this Agreement.
- 3. FIRST PARTY's Use of Data**

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- a. **Standard of Care.** The FIRST PARTY shall exercise at least the same degree of care as they use their own data and Confidential Information, but in no event less than reasonable care, to protect the Data from misuse and unauthorized access or disclosure.
- b. **Safeguards around Data.** The FIRST PARTY shall use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure including
 - i. maintaining adequate physical controls and password protections for any server or system on which the Data is stored;
 - ii. ensuring that Data is not stored on any mobile or transmitted electronically, unless encrypted; and
 - iii. taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as allowed under this Agreement.
- c. **Personal Information.** The FIRST PARTY will not attempt to identify any person whose information is contained in any Data or attempt to contact those persons.
- d. **Unauthorized Disclosure**
 - i. **Report.** The FIRST PARTY shall promptly report to the SECOND PARTY any unauthorized use or disclosure of data within twenty-four (24) hours of becoming aware of such.
 - ii. **Cooperation and Mitigation.** The FIRST PARTY shall cooperate with any remediation that the SECOND PARTY, at its discretion, determines is necessary to
 1. address any applicable reporting requirements; and
 2. mitigate any effects of such unauthorized use or disclosure of the Data, including measures necessary to restore goodwill with stakeholders, including research subjects, collaborators, governmental authorities, and the public.
- e. **No Modification of Data.** The FIRST PARTY shall not copy, decompile, modify, reverse engineer, or create derivative works out of any of the Data.

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4. **Term.** This Agreement will commence on the Effective Date and continue as long as the FIRST PARTY retains the Data, unless terminated earlier, but shall not exceed five (5) years without prejudice to entering into a new DSA.
5. **Confidentiality/Security Measures.** The confidentiality of Data pertaining to individuals will be protected as follows:
 - a. The FIRST PARTY will not release the names of individuals, or information that could be linked to an individual, nor will the recipient present the result of data analysis in any manner that would reveal the identity of individuals.
 - b. The FIRST PARTY will not release individual addresses, nor will the recipient present the results of data analysis in any manner that would reveal individual addresses.
 - c. Both parties shall comply with laws and regulations governing the confidentially and privacy of the information that is the subject of this Agreement.
 - d. The FIRST PARTY will not release data to a third party without prior approval from the SECOND PARTY.
 - e. The FIRST PARTY will not share, publish, or otherwise release any findings or conclusions derived from the analysis of data obtained from the SECOND PARTY without prior approval from the latter.
6. **Ownership.** All data being shared remain the property of the SECOND PARTY.
7. **Return or Destruction of Data Property.** On the expiration or termination, promptly
 - a. return the Data and any other property, information, and documents including Confidential Information, provided by the SECOND PARTY;
 - b. destroy all copies made of the Data and any other property, information, and documents, including Confidential Information; and
 - c. if requested by the SECOND PARTY, deliver to the SECOND PARTY a certificate confirming the FIRST PARTY's compliance with the return or destruction obligation under this section.
8. **Mediation.** PARTIES shall resort to mediation as a pre-requisite towards any possible legal action over all suits and actions arising out of this Agreement.
9. **Venue.** The venue of all suits and actions arising out of or in connection with this Agreement shall be within the Philippines where the Agreement was entered into.

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- 10. Liability.** The FIRST PARTY shall be held liable under the Data Privacy Act of 2012 (RA 10173) for the violation of this Agreement.
- 11. Separability Clause.** In the event that one or more provisions contained herein shall be held invalid, illegal, or unenforceable in any respect and for any reason, the remaining provisions shall remain valid, legal, and enforceable.
- 12. Effectivity of the Agreement.** This Agreement shall take effect upon the collection or release of Data and shall be in effect until revoked by a separate Agreement entered between and by the parties pursuant to existing laws.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20____, at _____, Philippines.

[FULL NAME]
FIRST PARTY

MARIA DOLORES D. ATIENZA
SECOND PARTY

Witnessed by:

WILBERT B. PORTEZA
Information and Technology Officer
Data Protection Officer

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES}
 _____ } **S.C.**

BEFORE ME, a Notary Public for and in _____, personally appeared:

	ID No.	Issued on/Issued at
NAME OF FIRST PARTY	_____	_____
MARIA DOLORES D. ATIENZA	_____	_____

With their Competent Evidence of Identity above, who known to me and known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their own free and voluntary act and deed, and/or that of the institutions respectively represented.

The foregoing instrument refers to the MOA/DSA/Agreement consisting of _____ (___) pages including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL this ____ day of _____, 20____, at _____, Philippines.

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