

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** is entered into and executed by and between:

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY-MIMAROPA**, hereinafter referred to as **DOST-MIMAROPA** with principal office at 4/F DOST-PTRI Building, General Santos Avenue, Bicutan, Taguig City and represented in this Agreement by its Regional Director, **DR. MA. JOSEFINA P. ABILAY**;

-and-

The **OCCIDENTAL MINDORO STATE COLLEGE**, hereinafter referred to as **OMSC** with principal address at Brgy. Labangan, San Jose, Occidental Mindoro represented in this Agreement by its SUC President III, **DR. ELBERT C. EDANIOL**,

### WITNESSETH THAT:

WHEREAS, **DOST-MIMAROPA** is primarily tasked to effectively respond to the social, economic, and ecological development challenges of the region through appropriate Science and Technology interventions and quality S & T Services to uplift the socio-economic well-being of the Filipino people and ensure sustainability for future generations by extending innovation system for the implementation of the project of the proponent.

WHEREAS, **DOST-MIMAROPA** has identified the project "**UN-WASTING WASTES: RECYCLING OF WASTE PLASTICS, USED STYROFOAM, AND USED COOKING OILS INTO BRICKS**" as a project under the **DOST-MIMAROPA LOCAL GIA** and has provided funds therefore;

WHEREAS, **DOST-MIMAROPA** has identified the **OMSC** as the beneficiary of the project and has sought support and assistance from **DOST-MIMAROPA** to implement the same;

WHEREAS, **DOST-MIMAROPA** and **OMSC** pledge to extend their full cooperation for the effective and efficient implementation of the aforesaid project;

WHEREAS, the delegated authority to the project is accorded to the **OMSC SUC President III**;

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

#### 1. **DOST MIMAROPA** shall:

- 1.1 Provide funds amounting to **NINE HUNDRED FIVE THOUSAND FIVE HUNDRED PESOS (905,500.00)**, for the implementation of the project as described in the Line-Item Budget of the proposal marked as **Annex A** which is made an integral part of this Agreement;

  
**DR. ELBERT C. EDANIOL**  
SUC President III

  
**MARIA ETHELWILDA G. CORONACION**  
Provincial Science & Technology Director

  
**DR. MA. JOSEFINA P. ABILAY**  
Regional Director

  
**DR. RONALDO G. ORPIANO**  
Project Leader

  
DR. ELBERT C. EDANIOL  
SUC President III

  
MARIA ETHELWILDA G. CORONACION  
Provincial Science & Technology Director

  
DR. MA. JOSEFINA P. ABILAY  
Regional Director


- 1.2 Implement the above project in accordance with the attached Workplan in the proposal marked as **Annex B** and which is also attached and made an integral part of this Agreement;
- 1.3 Facilitate the pull out of all the equipment procured out of project funds in the event that the **OMSC** fails to implement the project as stipulated in the project proposal made as **Annex C** hereof;
- 1.4 Monitor, evaluate and document project activities and identify alternative courses of action to address technical problems met, if any, during the implementation of the project;

2. **OMSC shall:**

- 2.1 Ensure that the equipment received from **DOST-MIMAROPA** are used according to the provisions stipulated in this agreement unless otherwise revoked with acknowledgement from all parties involved;
- 2.2 Allow **DOST-MIMAROPA** Representatives access to the premises and facilities of the **OMSC** for activities relevant to the implementation of the project;
- 2.3 Provide counterparts necessary for the effective implementation of this project as specified in the project proposal and attached LIB;
- 2.4 Implement the project in accordance with the methodology stated in the proposal and seek permission/clearance from **DOST-MIMAROPA** regarding any major decision or action in the implementation of the project;
- 2.5 Submit the following progress reports:
  - 2.5.1 Semi-annual progress reports marked as Form 6 hereof not later than 15 days after the end of the semester
  - 2.5.2 Annual progress report marked as Form 7 hereof together with the List of Equipment Purchased marked as Annex D hereof not later than 30 days after the end of the year
- 2.6 Submit the completion report two months after the project duration or after the achievement of the objectives as stated in the proposal;
  - 2.6.1 It shall include a publishable or pre-print manuscript;
  - 2.6.2 It shall also include evidence of intellectual property (IP) protection filing, whenever applicable
- 2.7 Allow **DOST-MIMAROPA** to monitor and collect necessary data/information when required

  
DR. RONALDO G. ORPIANO  
Project Leader

  
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Regional Director

- 2.8 Allow **DOST-MIMAROPA** to place inventory tag stickers on the individual equipment acquired out of project funds.
- 2.9 Be responsible and accountable for the maintenance and safekeeping of the equipment. Request transfer of Ownership of Equipment after project completion, in compliance with DOST GIA guidelines or return the equipment to DOST-MIMAROPA, if no future use is needed.
- 2.10 Authorize/allow **DOST-MIMAROPA** to pull-out all the materials, tools and equipment and other assets procured out of project funds in case of failure of project implementation or for any violation of the contract or agreement that may be entered into by **DOST-MIMAROPA** with the beneficiary.
- 2.11 Procure items on the LIB in accordance to the provisions of RA 9184; liquidate the funds received and submit an Audited Financial Report, including official receipts of expenditure and Property Acknowledgement Receipt (PAR) to DOST-MIMAROPA not later than six (6) months after the release of funds;
- 2.12 Put up at the project site a signboard (4 ft x 6 ft), two weeks after receipt of project funds following the recommended billboard format (Annex E);
- 2.13 Assist DOST MIMAROPA in baseline data gathering for the project and in final data gathering for assessment of project outcomes and impacts.
- 2.14 Ensure to allocate funds for the maintenance and repair of the shredder and melter/densifier;

### 3. OTHER CONDITIONS

- 3.1 That this Agreement shall take effect upon signing hereof and shall remain in force for a period of three (3) years, unless otherwise extended or sooner terminated upon mutual consultation and written agreement of both parties;
- 3.2 That this Agreement shall not prohibit both parties to publish technical papers that may be derived from the above activities given their mandate of developing and promoting science and technology;
- 3.3 Financial arrangements and management should comply with established laws, rules, and regulations on accounting and audit;
- 3.4 Both parties shall ensure that safeguards will be put into place so that any information gathered during the processing of disbursements under this agreement will maintain its integrity and accuracy, as well as its strict confidentiality in accordance with R. A. No. 10173, the Data Privacy Act of 2012 and other laws, rules, and regulations.
- 3.5 That in case of the insufficiency of project funding, this Agreement shall not prohibit both parties to provide additional funding;

  
DR. RONALDO G. ORPIANO  
Project Leader



  
DR. ELBERT C. EDANIOL  
SUC President III

  
MARIA ETHELWILDA G. CORONACION  
Provincial Science & Technology Director

  
DR. MA. JOSEFINA P. ABILAY  
Regional Director

  
DR. RONALDO G. ORPIANO  
Project Leader

- 3.6 That any changes, modifications, and alterations on the foregoing provisions of this agreement shall only be made upon mutual consultation and agreement of all parties concerned.
- 3.7 That the changes, modifications, renewal, termination, or extension of the agreement are allowed and valid only on the following conditions:
- 3.7.1 facilities are devastated by calamities, such as typhoon, earthquake, and fire, among others;
  - 3.7.2 occurrence of disease outbreaks or pandemic that limit the mobility of people;
  - 3.7.3 severe power outage that makes the project operation not cost effective; and
  - 3.7.4 other circumstances that predispose the project implementation to a temporary stop.

#### 4. DISPUTE RESOLUTION

To resolve any dispute, controversy, issue, or claim arising out of or relating to this agreement, or the breach, termination, or invalidity thereof, both parties will attempt in good faith through negotiations between representatives with authority to settle the relevant dispute. If the dispute cannot be settled amicably within thirty days from the date on which either party has served written notice on the other of the dispute, then the matter may be referred to arbitration in accordance with prevailing laws, rules, and jurisprudence on arbitration between national government agencies.

#### 5. PUBLICATION

Any publication arising from this contract and other related activities undertaken shall identify **DOST-MIMAROPA** as the source of assistance.

#### 6. EFFECTIVITY:


This Memorandum of Agreement shall take effect immediately upon signing of the parties hereto and shall remain in the force for the duration of the project unless sooner terminated by **DOST-MIMAROPA** for any, but not limited to the following:

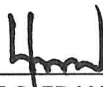
- 6.1 Failure of **OMSC** to submit the required financial and progress reports within the prescribed period; and
- 6.2 Any violation of the condition that, as determined by **DOST-MIMAROPA**, will prejudice the successful completion of the project.

#### 7. PROGRAM DURATION

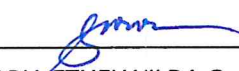
The project shall be completed within a period of three (3) years, from August 1, 2023 to July 31, 2026. The project shall be implemented during the said period or immediately after the release of funds.

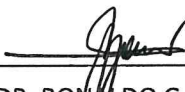
IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement this \_\_\_\_ day of \_\_\_\_, 2023 at Bicutan, Taguig City.

  
\_\_\_\_\_  
DR. MA. JOSEFINA P. ABILAY  
Regional Director  
DOST-MIMAROPA


  
\_\_\_\_\_  
DR. ELBERT C. EDANIOL  
SUC President III  
Occidental Mindoro State College


**SIGNED IN THE PRESENCE OF:**

  
\_\_\_\_\_  
MARIA ETHELWILDA G. CORONACION  
Provincial Director  
PSTC Occidental Mindoro

  
\_\_\_\_\_  
DR. RONALDO G. ORPIANO  
Project Leader  
Occidental Mindoro State College

**CERTIFIED FUNDS AVAILABLE:**

  
\_\_\_\_\_  
XAVIER MAC DANIEL A. ORTIZ  
Accountant III  
DOST-MIMAROPA

  
\_\_\_\_\_  
GRACE M. ANCHETA  
Accountant  
Occidental Mindoro State College

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

**TAGUIG CITY** ) S.S

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement this \_\_\_\_ day of \_\_\_\_, 2023 at Bicutan, Taguig City.

Before me, a Notary Public for and in the **TAGUIG CITY** this **JUN 08 2023** day of \_\_\_\_\_ 2023, personally appeared

NAME	RES. CERT. NO	Place/Date Issued
MA. JOSEFINA P. ABILAY	PO255592B	1/15/2019 – DFA Manila
DR. ELBERT C. EDANIOL	P6047056A	2/15/2018- DFA MANILA

All known to me be the same person who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as the voluntary act of the institution agencies they represent.

This instrument consists of six (6) pages including this page wherein the acknowledgement is written, duly signed by the parties and their witnesses on each and every page hereof.

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

NOTARY PUBLIC

DOC No.: 112

Page No.: 24

Book No.: X1

Series of 2023

**RACHEL MAYA W. COPANUT-PANGWI**  
NOTARY PUBLIC UNTIL Dec. 31, 2023/**TAGUIG CITY**  
Not. Com. Appt. No. 18 (2022-2023)  
2/F, Pacura Bldg. 427 M.L. Q. St., Lower Bicutan, Taguig City  
PTR No. A-5675511/1-4-2023, Taguig City  
IBP O.R. No. 181027-12/27/2022, RSM  
MCLE Comp. No. VII-0007104/11-22-2021  
ROLL No. 61627

  
**DR. ELBERT C. EDANIOL**  
SUC President III

  
**MARIA ETHEL WILDA G. CORONACION**  
Provincial Science & Technology Director

  
**DR. MA. JOSEFINA P. ABILAY**  
Regional Director

  
**DR. RONALDO G. ORPIANO**  
Project Leader



**DOST Form 4**

**DEPARTMENT OF SCIENCE AND TECHNOLOGY**  
**Project Line-Item Budget**  
**CY 2023**

Program Title : Grants-in-Aid (GIA)  
 Project Title : Un-wasting solid wastes: recycling of waste plastics, used styrofoam, and used cooking oils into bricks  
 Implementing Agency : DOST-MIMAROPA  
 Total Duration : 1 year for project implementation / 2 years for monitoring of outcomes  
 Current Duration : 1 year  
 Cooperating Agency : Occidental Mindoro State College (OMSC)  
 Program Leader : Dr. Ma. Josefina P. Abilay  
 Project Leader : Dr. Ronaldo G. Orpiano  
 Monitoring Agency : DOST-MIMAROPA PSTO-Occ. Mdo.

	<b>DOST-MIMAROPA</b>	<b>Counterpart Funding</b> Occidental Mindoro State University (OMSC)
<b>I. Personal Services</b>		
<u>Direct Cost</u>		
Salaries		168,000.00
<b>Sub-total for PS</b>	<b>P -</b>	<b>P 168,000.00</b>
<b>II. Maintenance and Other Operating Expenses</b>		
<u>Direct Cost</u>		
Traveling Expenses		
Local	100,000.00	
Training Expenses		
Supplies and Materials Expenses		5,000.00
Printing and Publication Expenses	500.00	
Representation Expenses	10,000.00	10,000.00
Taxes, Insurance Premiums and Other Fees		
Insurance Expenses	5,000.00	
Other Maintenance and Operating Expenses (Please itemize)		
<b>Sub-Total for MOOE</b>	<b>P 115,500.00</b>	<b>P 15,000.00</b>
<b>III. Equipment Outlay</b>		
Technical and Scientific Equipment		
<b>PLASTIC MELTER / DENSIFIER</b>	450,000.00	
A. Capacity: 50 kg/batch		
B. Dimension: 1.3 x 0.9 x 1.6 m (LxWxH), 500 kg (Net Wt)		
C. Cylinder: 3 mm Stainless steel 304 (side and bottom)		
D. Hopper: 3 mm Stainless steel 304		
E. Chimney: 2 mm Stainless steel 304		
F. Rotating Blades: 60 mm Stainless steel blades on 1" stainless steel shafting		
G. Burner: Four (4) layered cast iron burner, hose clamp, and regulator		
H. Motor: 1.5 HP Electric Motor, Single phase with push-button switch		
Inclusion upon purchase		
2x traffic cone molder, 2x plant box molder,		
15x pavement molders with three (3) different designs		
<b>PLASTIC/STYRO SHREDDER</b>	340,000.00	
Technical Specifications:		
Capacity : 200-400 kg/hr (1 m <sup>3</sup> /hr)		
Motor: 5 HP Single-phase China Motor		
Rotary Blade: 12 pcs x 75 mm		
Stationary Blade: 2 pcs x 300 mm		
Bearing: Self-aligning Flange Bearing		
Blade Hardness: 58-58 HRC		
Structure: All Steel Welded Construction		
<b>Sub-Total for EO</b>	<b>P 790,000.00</b>	<b>P -</b>

**IV. Fixed Assets**

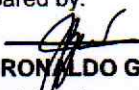
Land/Building

**Sub-Total for Fixed Assets**


**GRAND TOTAL**

P		P	350000.00
P		P	350,000.00
P	<u>905,500.00</u>	P	<u>533,000.00</u>

Prepared by:


  
**DR. RONALDO G. ORPIANO**  
Project Leader

Approved by:

  
**DR. MA. JOSEFINA P. ABILAY**  
DOST-MIMAROPA Regional Director

Digitally signed by  
Abilay Ma. Josefina  
Pormento  
Date: 2023.03.15  
14:08'00'

Certified Fund Available:

  
**GRACE M. ANCHETA**  
Accountant, OMSC

  
**XAVIER MAC DANIEL A. ORTIZ**  
DOST-MIMAROPA Accountant