

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 **ROMBLON STATE UNIVERSITY**, hereinafter referred to as **RSU** with principal address at Brgy. Liwanag, Odiongan, Romblon represented in this Agreement by its President, **DR. MERIAN P. CATAJAY-MANI**.

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 wellbeing 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 **Packaging Development for Marble Novelty Products: Part 2-Branding** as a project under the **DOST-MIMAROPA LOCAL GIA** and has provided funds therefore;

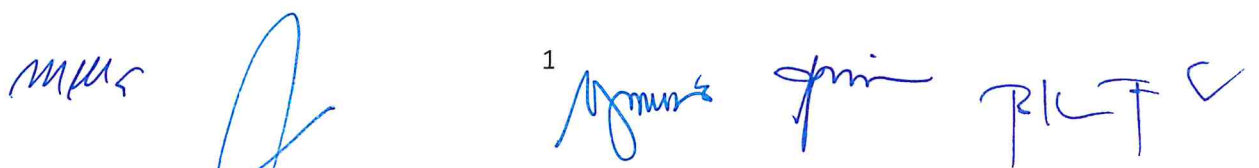
WHEREAS, **DOST-MIMAROPA** has identified **RSU** as the beneficiary of the project and has sought support and assistance from DOST-MIMAROPA to implement the same;

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

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

1. DOST MIMAROPA shall:

- 1.1 Provide funds amounting to **Seven Hundred Twenty Thousand Pesos only (PhP 720,000.00)**, for the implementation of the project as described in the Line-Item Budget of the proposal marked as **Form 4** which is made an integral part of this Agreement;
- 1.2 Implement the above project in accordance with the attached Workplan in the proposal marked as **Form 5** and which is also attached and made an integral part of this Agreement;
- 1.3 Facilitate the pull out of all materials, tools and /equipment procured out of project funds in the event that **RSU** fails to implement the project as stipulated in the project proposal made as **Form 3** hereof; and



- 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. RSU shall:

- 2.1 Ensure that technologies 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 Implement 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;
- 2.3 Allow **DOST-MIMAROPA** Representatives access to the premises and facilities of the identified cooperators of **RSU** for activities relevant to the implementation of the project;
- 2.4 Provide counterparts necessary for the effective implementation of this project as specified in the project proposal and attached LIB;
- 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; and
 - 2.5.2 Annual progress report marked as Form 7 hereof together with the List of Equipment Purchased marked as Form 12 hereof not later than 30 days after the end of the year.
- 2.6 Allow **DOST-MIMAROPA** to monitor and collect necessary data/information when required;
- 2.7 Allow **DOST-MIMAROPA** to place inventory tag stickers on the individual equipment acquired out of project funds;
- 2.8 Be responsible and accountable for the maintenance and safekeeping of the tools and equipment assigned to the cooperators. Ownership of the equipment shall remain with **DOST-MIMAROPA** until after full ownership shall have been requested and transferred;
- 2.9 Authorize/allow **DOST-MIMAROPA** to pull-out all the materials, tools and equipment and other assets procured out of projects 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;
- 2.10 Procure items on the LIB in accordance with the provisions of Republic Act No. 9184 and its Revised Implementing Rules and Regulations, liquidate the funds received, and submit an Audited Financial Report, including official receipts of expenditures and Property Acknowledgement Receipt (PAR) to **DOST-MIMAROPA** not later than six (6) months after the release of funds;
- 2.11 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 1); and



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- 2.12 Assist **DOST MIMAROPA** in baseline data gathering for the project and in final data gathering for assessment of project outcomes and impacts.

3. OTHER CONDITIONS

- 3.1 That this Agreement shall take effect upon signing hereof and shall remain in force for a period of one (1) year, 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; and
- 3.3 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.

4. PUBLICATION

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

5. 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:

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

6. PROGRAM DURATION

The project shall be completed within a period of **12 months**, from **January 2025 to January 2026**. The project shall be implemented during the said period or immediately after the release of funds.

7. 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.

8. GOVERNING LAW AND DISPUTE RESOLUTION


- 8.1 The validity, construction, enforcement, and interpretation of this Agreement, and all disputes arising out of or in connection with the same shall be governed by the laws of the Republic of the Philippines.



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- 8.2 Any dispute arising out of this Agreement shall be settled amicably by the Parties between them or by agreeing to conciliation or mediation or any alternative means of dispute resolution within thirty (30) calendar days.
- 8.3 In the event any party to this Agreement commences any litigation, proceeding, or other legal action in connection with this Agreement, such litigation, proceeding, or other legal action shall be brought exclusively in a court competent jurisdiction within Odiongan, Romblon, in exclusion of all other courts.

IN WITNESS WHEREOF, the Parties hereto have signed this Memorandum of Agreement this ____ day of ____, 2024 at Bicutan, Taguig City.

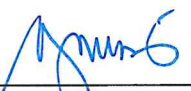


DR. MA. JOSEFINA P. ABILAY
Regional Director
DOST-MIMAROPA



DR. MERIAN P. CATAJAY-MANI
President
Romblon State University

SIGNED IN THE PRESENCE OF:




MARCELINA V. SERVAÑEZ
Provincial S&T Director



DR. BILSHAN F. SERVAÑEZ
Project Leader and Director, CiLearnED@RSU

CERTIFIED FUNDS AVAILABLE:



JAY RALPH A. CабIAO
Accountant
DOST-MIMAROPA

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
TAGUIG CITY) S.S

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement this ____ day of ____, 2024 at Bicutan, Taguig City.

Before me, a Notary Public for and in the **TAGUIG CITY** this **DEC 23** day of **2024**
2024, personally appeared

NAME	ID/RES. CERT. NO	Place/Date Issued
MA. JOSEFINA P. ABILAY	P0255592B	DFA Manila/ January 15, 2019
DR. MERIAN P. CATAJAY-MANI		

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 five (5) 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.: **103**
Page No.: **22**
Book No.: **X4**
Series of 2024

RACHEL GRAYA W. COPANUT-PANGWI
NOTARY PUBLIC UNTIL Dec. 31, 2025/TAGUIG CITY
Not. Com. Appt. No. 29 (2024-2025)
2/F, Pacura Bldg. 427 MLQ. St., Lower Bicutan, Taguig City
PTR No. A-6089421/1-3-2024, Taguig City
IBP O.R. No. 327805-12/13/2023, RSM
MCLE Comp. No. VII-0007104/11-22-2021
ROLL No. 61627