

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 **LOCAL GOVERNMENT UNIT of SAN JOSE**, hereinafter referred to as **LGU-SAN JOSE** with principal address at Brgy. Poblacion, San Jose, Romblon represented in this Agreement by its Municipal Mayor, **Hon. EGDON T. SOMBILON**.

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 "**Solar-powered Domestic Water Generation Facility with Distribution System for Indigenous People of San Jose**" as a project under the **DOST-MIMAROPA LOCAL GIA** and has provided funds therefore;

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

WHEREAS, **DOST-MIMAROPA** and **LGU-SAN JOSE** 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 **Two Million Three Hundred Twenty-Three Thousand Five Hundred Seventy-Two Pesos and Eighty-Six Centavos, (P2,323,572.86)**, 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 **LGU-SAN JOSE** fails to implement the project as stipulated in the project proposal made as **Form 3** 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. LGU-SAN JOSE 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 **LGU-SAN JOSE** 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 Monthly report on the volume of production, employment, sales and productivity improvement not later than one (1) week after the end of each month

2.5.2 Semi-annual progress reports marked as Form 6 hereof not later than 15 days after the end of the semester

2.5.3 Annual progress report marked as Form 7 hereof together with the List of Equipment Purchased marked as Form K 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;

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 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.

2.10 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.

- 2.11 Put up at the project site a signboard (4 ft x 6 ft), two weeks after receipt of technologies following the recommended billboard format (Annex A);
- 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;
- 3.3 That any changes, modifications, and alterations to 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:

- Failure of **LGU-SAN JOSE** to submit the required financial and progress reports within the prescribed period; and
- 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 implementation and 24 months monitoring, from February 2023 to February 2024. 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.



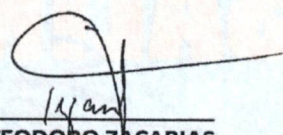
Dr. MA. JOSEFINA P. ABILAY
Regional Director
DOST-MIMAROPA




Hon. EGDON T. SOMBILON
Municipal Mayor
LGU-SAN JOSE

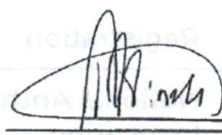
SIGNED IN THE PRESENCE OF:


MARCELINA V. SERVANEZ
Provincial Director
DOST PSTO-ROMBLON


Hon. TEODORO ZACARIAS
Brgy. Captain
bLGU-Pinamihagan

CERTIFIED FUNDS AVAILABLE:


XAVIER MAC DANIEL A. ORTIZ
Accountant III, DOST-MIMAROPA


ICYL T. GABINETE
Accountant, LGU-SAN JOSE

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 **APR 11, 2023** day of ____, 2023, personally appeared

NAME	RES. CERT. NO	Place/Date Issued
MA. JOSEFINA P. ABILAY	P0255592B	DFA Manila / Jan. 15, 2019
EGDON T. SOMBILON	28468470	NATD SAN JOSE, POMBILON / 01/10/2023

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.: 37

Page No.: 64

Book No.: VII

Series of 2023

RACHEL G. 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

mm

Agmies

→

Wm

Q