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 BARANGAY LOCAL GOVERNMENT UNIT OF MANIWAYA, hereinafter referred to as BLGU Maniwaya with principal address at Maniwaya, Sta. Cruz, Marinduque represented in this Agreement by its Punong Barangay, HON. ANALIZA C. ROMASANTA.

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 "Improving Access to Safe Drinking Water through Water Desalination in Barangay Maniwaya, Sta. Cruz, Marinduque" as a project under the DOST-MIMAROPA LOCAL GIA and has provided funds therefore;

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

WHEREAS, DOST-MIMAROPA and BLGU MANIWAYA 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 ξ Agreement under the following terms and conditions:

1. DOST MIMAROPA shall:

- 1.1 Provide funds amounting to:
 - Four Million One Hundred Ninety-Nine Thousand One Hundred Ninety-Eight Pesos (Php 4,199,198.00) for one (1) year, for the implementation of the project as described in the Line-Item Budget of the proposal marked as Form 3 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 BLGU Maniwaya fails to implement the project as stipulated in the project proposal made as (Form 3- non-R&D) 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. BLGU Maniwaya 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 BLGU Maniwaya 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:
 - Monthly report on the volume of production, employment, sales and productivity 2.5.1 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
 - Annual progress report marked as Form 7 hereof together with the List of 2.5.3 Equipment Purchased marked as Form 12 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;

 - It shall also include evidence of intellectual property (IP) protection filing, $\overline{\epsilon}$ 2.6.2 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.
- 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.

- 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 expenditures and Property Acknowledgement Receipt (PAR) to DOST-MIMAROPA not later than six (6) months after the release of funds;
- Put up at the project site a signboard (4 ft x 6 ft), two weeks after receipt of project 2.12 funds following the recommended billboard format (Annex A);
- 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 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:

- Failure of **BLGU Maniwaya** 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 1 YEAR, from January 2025 to January 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 _____, 2024 at Bicutan, Taguig City.

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

BERNARDO T. CARINGAL

CERTIFIED FUNDS AVAILABLE:

Provincial Director DOST PSTO Marinduque

Accountant III
DOST-MIMAROPA

NOELITA D. QUEZADA

Barangay Treasurer

Sangguniang Barangay of Maniwaya

ACKNOWLEDGEMENT REPUBLIC OF THE PHILIPPINES)

) S.S TAGUIG CITY

IN WI	TNESS 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 EC 2day of 2024 2024, personally appeared.

NAME

RES. CERT. NO

Place/Date Issued

MA. JOSEFINA P. ABILAY

PO255592B

DFA Manila/January 15, 2019

ANALIZA C. ROMASANTA

CRH-0111 - 4921762 -9

BOAC MARINDURUE

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.: 104

Page No.;: 22 Book No.: XL

Series of 2024

RACHE MINAYA 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