DR. ELBERTJC. EDANIOL

SUC President II

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 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 **"Enhancing Garlic Yield Through Innovative Foliar Fertilization Techniques in Occidental Mindoro"** 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;

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:

S. EDANIOL

DR. ELBERT

1. DOST MIMAROPA shall:

- Provide funds amounting to FIVE HUNDRED FORTY FOUR THOUSAND SEVEN HUNDRED THIRTY SIX PESOS AND THIRTY THREE CENTAVOS (544,736.33), 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;
- 1.2 Implement the above project in accordance with the attached Workplan in the proposal marked as **DOST Form 4** 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 **DOST Form 5** 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 technologies/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 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
- 2.3 Allow DOST-MIMAROPA Representatives access to the premises and facilities of the identified cooperators of OMSC 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 DOST Form 6 Executive Summary for the Semi-Annual Progress Report shall be submitted within a month after the end of each semester;

DR. ELBERT C. EDANIOL

- 2.5.3 Annual progress reports marked as DOST Form 7 Executive Summary for the Annual Progress Report shall be submitted not later than two (2) months after each year of implementation, together with DOST Form 12 List of Equipment Purchased;
- 2.6 Request for extension should be submitted not later than three (3) months before the expected date of completion, except for extensions as a result of force majeure. A project can be given a maximum of only two (2) extensions but not to exceed a total of 12 months except for extensions as a result of force majeure. In case where an extension involves the utilization of unexpended funds, financial report or statement of fund balances as of the date of the request should be submitted not later than two (2) months before the expected completion date;
- Request for budget realignment, if needed, through DOST-MIMAROPA to 2.7 facilitate disbursement of grants in accordance with the approved Line-Item Budget and subject to existing government accounting and auditing rules and procedures;
 - The request for realignment shall be made not later than two (2) months 2.7.1 before the end of the project's current year of implementation;
 - The request for realignment shall be supported by the following 2.7.2 documents:
 - -Request letter duly signed by the Head of Agency
 - -Endorsement/approval letter from the Monitoring Agency
 - -Latest financial report
 - -Work Plan
 - -Progress Report (if additional funding and/or project extension is
 - These documents shall be considered as the final program/project documents;
 - Budget realignment and/or modification may be allowed for not more 2.7.3 than three (3) times per project per agency (implementing and monitoring) per year of implementation, including the approved extension, if any;
 - Any reprogramming or transfer of funds from one expense item to 2.7.4 another shall be based on the Line-Item Budget approved by DOST-MIMAROPA;
- 2.8 Submit the terminal report marked as DOST Form 15 Executive Summary for the Terminal Report together with DOST Form 12 List of Equipment Purchased not later than two (2) months after the project completion or after the achievement of the objectives as stated in the proposal;
 - It shall include a publishable or pre-print manuscript; 2.8.1
 - It shall also include evidence of intellectual property (IP) protection 2.8.2 filing, whenever applicable;

- 2.9 Allow DOST-MIMAROPA to monitor and collect necessary data/information when required;
- 2.10 Allow DOST-MIMAROPA to place inventory tag stickers on the individual equipment acquired out of project funds;
- 2.11 Be responsible and accountable for the maintenance, repair, and safekeeping of the tools and equipment assigned to the cooperators.

 Ownership of the equipment shall remain with DOST-MIMAROPA until after full ownership have been requested and transferred;
- 2.12 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;
- 2.13 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 twelve (12) months after the release of funds;
- 2.14 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);
- 2.15 Assist DOST MIMAROPA in baseline data gathering for the project and in final data gathering for assessment of project outcomes and impacts.
- 2.16 Submit a written request for either the transfer/donation of the tools and/or equipment or the return of the tools and/or equipment to DOST-MIMAROPA within six (6) months from project completion.
- 2.17 Financial arrangements and management should comply with the established laws, rules, and regulations on accounting audit.

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;
- 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. As such, any modification or extension of the MOA shall be communicated in writing to the other party, explaining the reasons thereof.

DR. MA. JOSEFINA P. ABILAY Regional Director

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 both parties, OMSC and DOST-MIMAROPA, for any, but not limited to the following:

- Failure of OMSC 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 three (3) years, from February 10, 2024 to February 10, 2027. The project shall be implemented during the said period or immediately after the release of funds.

7. CONFIDENTIALITY

The parties will 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 RA No. 10173, the Data Privacy Act of 2012 and other laws, rules, and regulations.

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| IN WITNESS WHEREOF, the parti Agreement this day of, 2024 at Bio | ies hereto have signed this Memorandum of | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| Agreement this day or, 2024 at Bio | tutan, raguig city. | | | | | | | | |
| Ma Ma a Doll. | | | | | | | | | |
| DR. MA. JOSEFINAR. ABILAY | Dr. ELBERT C. EDANIOL | | | | | | | | |
| the second contract of | SUC President III | | | | | | | | |
| Regional Director DOST-MIMAROPA | Occidental Mindoro State College | | | | | | | | |
| DOST-WIIWIAJOTIA | Occidental Militario State College | | | | | | | | |
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| SIGNED IN THE PRESENCE OF: | | | | | | | | | |
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| AMADINETHELIMIL DA G. COPONACIONI | MARY VOLE ARRIEDAS | | | | | | | | |
| MARIA ETHELWILDA G. CORONACION Browingial Director | MARY YOLE APPLE DECLARO-RUEDAS Project Leader | | | | | | | | |
| Provincial Director | Project Leader | | | | | | | | |
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| Provincial Director | Project Leader | | | | | | | | |
| Provincial Director | Project Leader | | | | | | | | |
| Provincial Director PSTC Occidental Mindoro | Project Leader | | | | | | | | |
| Provincial Director PSTC Occidental Mindoro | Project Leader Occidental Mindoro State College | | | | | | | | |
| Provincial Director PSTC Occidental Mindoro CERTIFIED FL | Project Leader Occidental Mindoro State College | | | | | | | | |
| Provincial Director PSTC Occidental Mindoro | Project Leader Occidental Mindoro State College UNDS AVAILABLE: | | | | | | | | |

C. EDANIOL

DR. ELBEI

SUC President III

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

TAGUIG CITY) S.S

| IN | WITNESS | WHEREOF, | the | parties | hereto | have | signed | this | Memorandum | of |
|----------|----------|-----------|------|-----------|----------|----------|--------|------|------------|-----|
| Agreemen | t this d | lay of, 2 | 2024 | at Bicuta | an, Tagu | ig City. | | | IIIN n | ດ ' |

Before me, a Notary Public for and in the TACILIC 2024, 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 seven (7) 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.: 515

Page No.: 10 Book No.: XXX

Series of 2024

RACHELITHAYA W. COPANUT-PANGWI. NOTARY PUBLIC UNTIL Dec. 31, 2025/TAGUIG CITY Not. Com. Appt. No. 29 (2024-2025) 2/F, Pacura Bldg. 427 MLQ. SL, 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

DR. MA. JOSEFINA P. ABHJAY

DOST Form 4

DEPARTMENT OF SCIENCE AND TECHNOLOGY Project Line-Item Budget CY 2024

Program Title

Grant In Aid (GIA)

Project Title

: Enhancing Garlic Yield Through Innovative Foliar Fertilization Techniques in Occidental

Mindoro

Implementing Agency Total Duration

: DOST-MIMAROPA

outcomes Current Duration: 1 year

: 1 year for project implementation/ 2 years for monitoring of

Cooperating Agency

: Occidental Mindoro State College (OMSC)

Program Leader Project Leader

: DR. MA. JOSEFINA P. ABILAY

RUFDAS

: MARY YOLE APPLE DE CLARO-

Monitoring Agency

: DOST-MIMAROPA PSTO-Occ. Mindoro

DOST-MIMAROPA

Counterpart Funding

OMSC

Personal Services

Direct cost

(80,000 salary*12 months*0 15% Time)

144.000.00

Salaries

Maintenance and Other Operating Expenses

Direct Cost

Traveling Expenses

Local

90,386.33

Training Expenses

20.000.00

20.000.00

Traveling Expenses Supplies and Materials Expenses

Other Professional Services Printing and Publication Expenses 1,400.00

50,000.00

Representation Expenses

Supplies and Materials Expenses

Office Supplies Expenses

8,600.00 18 000 00

15,000.00

14,500.00

Semi-Expendable Machinery and Equipment

Expenses -Information and Communication

Technology Equipment

Semi-Expendable Furniture, Fixtures and Books

Expenses

Other Supplies and Materials Expenses

362,000.00

544,736.33 P

50,000.00

Communication Expenses

Mobile Expenses Internet Subscription Expenses

5,850.00 9,000.00

Approved by:

Rent/Lease Expenses Sub-Total for MOOE

GRAND TOTAL

544,736.33 P

264,000.00 264,000.00

Prepared by:

Digitally signed by Molitay Abilay Ma. Josefina Pormento

Podeclay-0 MARY YOLE APPLE DECLARO-RUEDAS

Project Leader

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

Certified Funds Available:

MYRA SOMINTAC

Budget Officer

JAY RALPH A. CABIAO

Accountant III, DOST-MIMAROPA