

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**;

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

-and-

The **Local Government Unit of Sta. Cruz** hereinafter referred to as **LGU-STA. CRUZ** with principal address at Mabini St., Brgy. Pagasa, Sta. Cruz, Marinduque represented in this Agreement by its Mayor, **HON. MARISA R. MARTINEZ**.

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.

BERNARDO T. CARINGAL
Provincial S&T Director
PSTO-Marinduque

WHEREAS, **DOST-MIMAROPA** has identified the project "**SOLAR POWERED WATER PUMPING SYSTEM FOR SUSTAINABLE WATER SUPPLY IN STA. CRUZ, MARINDUQUE**" as a project under the **DOST-MIMAROPA LOCAL GIA** and has provided funds therefore;

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

MARISA R. MARTINEZ
Mayor
LGU Sta. Cruz

WHEREAS, **DOST-MIMAROPA** and **LGU- STA. CRUZ** 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 **ONE MILLION SIX HUNDRED NINETY THOUSAND SEVEN HUNDRED FIFTY THREE PESOS (Php 1,690,753.00)**, 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;
- 1.2 Transfer funds to **LGU- STA. CRUZ** amounting to **ONE MILLION SIX HUNDRED SEVENTY NINE THOUSAND PESOS (Php 1,679,000.00)**, for the acquisition of equipment and materials and conduct of product analysis as stipulated in **ANNEX A** unless otherwise revoked with acknowledgment from all parties involved;

ROWELL A. PENAFELOR
Superintendent
Sta. Cruz Municipal Water Works

1.3 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;

1.4 Facilitate the pull out of all materials, tools and equipment procured out of project funds in the event that **LGU-STA. CRUZ** fails to implement the project as stipulated in the project proposal made as **Annex C** hereof;

1.5 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-STA. CRUZ** 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- STA. CRUZ** 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 Annex D hereof not later than 15 days after the end of the semester

2.5.2 Annual progress report marked as Annex E hereof together with the List of Equipment Purchased marked as Annex F 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;

2.7 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.

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

BERNARDO T. CARINGAL
Provincial S&T Director
PSTO-Marinigue

MARISA R. MARTINEZ
Mayor
LGU Sta. Cruz

ROWELL A. PERAFLOR
Superintendent
Sta. Cruz Municipal Water Works

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 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;

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 D);

2.13 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 **LGU-STA. CRUZ** 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 **NOVEMBER 2022** to **NOVEMBER 2023**. The project shall be implemented during the said period or immediately after the release of funds.


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

BERNARDO T. CARINGAL
Provincial S&T Director
PSTO-Marinduque


MARISA R. MARTINEZ
Mayor
LGU Sta. Cruz

ROWELL A. BENAFLO
Superintendent
Sta. Cruz Municipal Water Works

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement this ____ day of ____, 2022 at Bicutan, Taguig City.



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



MARISA R. MARTINEZ
Mayor
LGU-Sta. Cruz

SIGNED IN THE PRESENCE OF:



BERNARDO T. CARINGAL
Provincial Director
DOST PSTC Marinduque

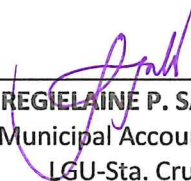


ROWELL A. PEÑAFLOR
Superintendent
Sta. Cruz Municipal Water Works

CERTIFIED FUNDS AVAILABLE:



XAVIER MAC DANIEL ORTIZ
Accountant III
DOST-MIMAROPA



REGIELAINE P. SALES
Municipal Accountant
LGU-Sta. Cruz

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

TAGUIG CITY) S.S

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement this ____ day of ____, 2022 at Bicutan, Taguig City.

Before me, a Notary Public for and in the **TAGUIG CITY** this **DEC 20 2022** day of _____ 2022, personally appeared

NAME	RES. CERT. NO/ Gov. ID	Place/Date Issued
MARISA R. MARTINEZ	<u>NO2-87-062043</u>	<u>QUEZON CITY EXTENSION OFFICE /</u> <u>JUNE 14, 2019</u>
MA. JOSEFINA P. ABILAY	PO255592B	DFA Manila / January 15, 2019

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.: 332

Page No.: 68

Book No.: XVII

Series of 2022

RACHEL GIMWA 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-6334323/1-4-2022, Taguig City
IBF O.R. No. 165796/10-14-2021, RSM
MCLE Comp. No. VII-0007104/11-22-2021
ROLL No. 61627

DOST Form A

DEPARTMENT OF SCIENCE AND TECHNOLOGY
Project Line-Item Budget
CY 2022

Program Title : Grant In Aid
 Project Title : Solar Powered Water Pumping System for Sustainable Water Supply in Sta. Cruz, Marinduque
 Implementing Agency : LGU-Sta. Cruz
 Total Duration : 1 year
 Current Duration : 1 year
 Cooperating Agency : DOST-MIMAROPA, LGU Sta. Cruz
 Program Leader : Ma. Josefina P. Abilay
 Project Leader : Rowell A. Peñaflor
 Monitoring Agency : DOST-MIMAROPA

Counterpart Funding

		LGU Sta. Cruz		DOST-MIMAROPA	
			To be Transferred	To be retained	Total
I. Personal Services					
<u>Direct Cost</u>					
<i>Salaries (3 workers(operator, maintenance, collector @ P12,100.00/month)</i>		435,600.00			
Sub-total for PS	P	435,600.00		-	-
II. Maintenance and Other Operating Expenses (Implementing Agency)					
Repairs and Maintenance		300,000.00			
<i>(Monitoring Agency)</i>					
Taxes, Insurance Premiums and other Fees				11,753.00	
Sub-Total for MOOE	P	300,000.00		11,753.00	11,753.00

DOST Form A

DEPARTMENT OF SCIENCE AND TECHNOLOGY
Project Line-Item Budget
CY 2022

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 Program Leader : Ma. Josefina P. Abilay
 Project Leader : Rowell A. Peñaflor
 Monitoring Agency : DOST-MIMAROPA

III. Equipment Outlay


1. Supply, delivery, installation, testing and commissioning of 12.4 Kw Hybrid Solar Powered Water Pumping System with the following inclusions/specifications: - Submersible Water Pump AC/DC 10hp (1pc), 94meters max Head, 17000 Liters/hr max flow including controllers and sensors - 460w mono solar panel (27pcs)	P	1,679,000.00	1,679,000.00
2. Supply, delivery, installation, testing and commissioning of 10KW Grid Tied Solar Energy System for 15hp booster pump with the following inclusions/specifications: -10kw dual MPPT On-Grid Inverter 3 Phase w/ wifi & Ct clamp - 460w mono solar panel (24pcs) -including delivery, installation, testing and commissioning	P	1,190,000.00	

Sub-Total for EO	P	<u>1,190,000.00</u>	<u>1,679,000.00</u>	<u>-</u>	<u>1,679,000.00</u>
GRAND TOTAL	P	<u><u>1,925,600.00</u></u>	<u><u>1,679,000.00</u></u>	<u><u>11,753.00</u></u>	<u><u>1,690,753.00</u></u> *

Prepared by:


ENGR. ROWELL A. PEÑAFLOR
 Waterworks Superintendent


Endorsed by:


BERNARDO T. CARINGAL
 Provincial S&T Director

Certified Funds Available:


XAVIER MAC DANIEL A. ORTIZ
 Accountant III

Approved by:


DR. MA. JOSEFINA P. ABILAY
 Regional Director

Digitally signed by Abilay
 Ma. Josefina Pormento
 Date: 2022.11.16 17:50:25
 Abilay