

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**,

-and-

The **TAMARAW SALT PRODUCERS COOPERATIVE OF OCCIDENTAL MINDORO (TAMACO)** with address at Brgy. Pag-Asa, San Jose, Occidental Mindoro, represented in this Agreement by its Vice Chairman, **CARLOS N. MAGSINO**;

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 "**DESIGN AND DEVELOPMENT OF FUEL-EFFICIENT KILN FOR SALT BED TILES**" as a project under the **DOST-MIMAROPA LOCAL GIA** and has provided funds therefore;

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

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

WHEREAS, the **OMSC** as per **Implementation Order No. 50, series of 2024**, pursuant to the actions of the Board of Trustees during the 2nd quarter (133rd) Regular BOT Meeting on August 15, 2024 approving its application and project proposal to the **DOST-MIMAROPA LOCAL GIA** and which has been evaluated by the **DOST-MIMAROPA** as an eligible state college in accordance with the Program Guidelines, approving its allocation of the counterpart and granting its signatories thereof to enter an Agreement with the **DOST** and **TAMACO** through the **DOST MIMAROPA**;


CARLOS N. MAGSINO
TAMACO Vice Chairman


DR. ELBERT C. EDANIOL
SUC President III


DR. MA. JOSEFINA P. ABILAY
Regional Director


DR. MICHELLE D. ENRIQUEZ
Project Leader


MARIA ETHELWILDA G. CORONACION
Provincial Science & Technology Director

WHEREAS, the delegated authority to the project is accorded to the **OMSC SUC President III**;

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 THREE HUNDRED FIFTY THOUSAND PESOS (1,350,000.00)**, 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 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;
- 1.3 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 **Annex C** 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 the innovation fund received from **DOST-MIMAROPA** are used according to the provisions stipulated in this agreement unless otherwise revoked with acknowledgment from all parties involved;
- 2.2 Allow **DOST-MIMAROPA** Representatives access to the premises and facilities of the **OMSC** for activities relevant to the implementation of the project;
- 2.3 Provide counterparts necessary for the effective implementation of this project as specified in the project proposal and attached LIB;
- 2.4 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;
- 2.5 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


CARLOS N. MAGSINO
TAMACO Vice Chairman


DR. ELBERT C. EDANIOL
SUC President III


DR. MA. JOSEFINA P. ABILAY
Regional Director


DR. MICHELLE D. ENRIQUEZ
Project Leader


MARIA ETHELWILDA G. CORONACION
Provincial Science & Technology Director

2.5.2 Annual progress report marked as Form 7 hereof together with the List of Equipment Purchased marked as Annex D hereof not later than 30 days after the end of the year

2.6 Submit the completion report two months after the project duration of 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 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 to the provisions of RA 9184; liquidate the funds received and submit an Audited Financial Report, including official receipts of expenditure and Property Acknowledgement Receipt (PAR) to DOST-MIMAROPA not later than six (6) months after the release of funds;

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

2.12 Ensure to allocate funds for the maintenance and repair of the Supplies and Materials indicate in the LIB;

3. TAMACO SHALL:

3.1 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;

3.2 Allow **DOST-MIMAROPA** and **OMSC** representatives access the premises and facilities of the production areas for activities relevant to the implementation of the project;

3.3 Provide personnel who will be in-charge of the project implementation and operation;

3.4 Submit the completion report two months after the project duration or after the achievement of the objectives as stated in the proposal;


CARLOS N. MAGASINO
TAMACO Vice Chairman


DR. ELBERT C. EDMOL
SUC President III


DR. MA. JOSEFINA P. ABILAY
Regional Director



DR. MICHELLE D. ENRIQUEZ
Project Leader


MARIA ETHELWILDA G. CORONACION
Provincial Science & Technology Director

- 3.5 Allow **DOST-MIMAROPA** and **OMSC** to monitor and collect necessary data/information when required;
- 3.6 Allow **DOST-MIMAROPA** to place inventory tag stickers on the individual equipment acquired out of project funds;
- 3.7 Be responsible and accountable for the maintenance and safekeeping of the equipment assigned to the firm. Ownership of the equipment shall remain with **DOST-MIMAROPA** until after full ownership shall have been requested and transferred.
- 3.8 Authorize/allow **DOST-MIMAROPA** to pull out all the tools and equipment and other assets procured out of projects funds or collect other forms of payment 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;
- 3.9 Assist **DOST-MIMAROPA** and **OMSC** in baseline data gathering for the project and in final data gathering for assessment of project outcomes and impacts;
- 3.10 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);

4. OTHER CONDITIONS

- 4.1 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;
- 4.2 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;
- 4.3 Financial arrangements and management should comply with established laws, rules, and regulations on accounting and audit;
- 4.4 That in case of the insufficiency of project funding, this Agreement shall not prohibit both parties to provide additional funding;
- 4.5 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.
- 4.6 That the changes, modifications, renewal, termination, or extension of the agreement are allowed and valid only on the following conditions:
- 4.6.1 facilities are devastated by calamities, such as typhoon, earthquake, and fire, among others;


CARLOS N. MAGINO
TAMACO Vice Chairman


DR. ELBERT C. EDANIOL
SUC President III


DR. MA. JOSEFINA P. ABILAY
Regional Director


DR. MICHELLE D. ENRIQUEZ
Project Leader


MARIA ETHELWILDA G. CORONACION
Provincial Science & Technology Director

- 4.6.2 occurrence of disease outbreaks or pandemic that limit the mobility of people;
- 4.6.3 severe power outage that makes the project operation not cost effective; and
- 4.6.4 other circumstances that predispose the project implementation to a temporary stop.

5. DISPUTE RESOLUTION

The parties will attempt in good faith to resolve any dispute, controversy, issue or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof through negotiations between and among representatives of each of the parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within thirty days from the date on which either party has served written notice on the other of the dispute, then the matter may be referred to arbitration in accordance with prevailing laws, rules, and jurisprudence on arbitration.

6. PUBLICATION

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

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 R. A. No. 10173, the Data Privacy Act of 2012 and other laws, rules, and regulations.

8. 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 **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.

9. PROGRAM DURATION


The project shall be completed within a period of three (3) years, from October 2024 to October 2027. The project shall be implemented during the said period or immediately after the release of funds.


CARLOS N. MAGSINO
TAMACO Vice Chairman



DR. ELBERT C. EDANIOL
SUC President III


DR. MA. JOSEFINA P. ABILAY
Regional Director

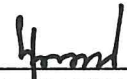

DR. MICHELLE D. ENRIQUEZ
Project Leader


MARIA ETHELWILDA G. CORONA
Provincial Science & Technology Di

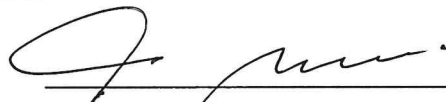
IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement this ____ day of ____, 2024 at Bicutan, Taguig City.



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




Dr. ELBERT C. EDANIOL
SUC President III
Occidental Mindoro State College

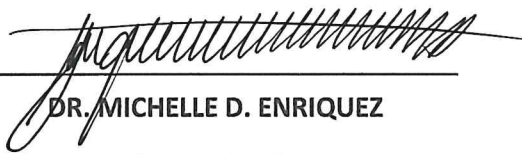


CARLOS N. MAGSINO
Vice Chairman
Tamaraw Salt Producers Cooperative of Occidental Mindoro

SIGNED IN THE PRESENCE OF:



MARIA ETHELWILDA G. CORONACION
Provincial Director
PSTC Occidental Mindoro



DR. MICHELLE D. ENRIQUEZ
Project Leader
Dean, College of Engineering
Occidental Mindoro State College




NIQUE ROSE C. LASAC
General Manager
Tamaraw Salt Producers Cooperative of Occidental Mindoro

CERTIFIED FUNDS AVAILABLE:



JAY RALPH A. CABIAO
Accountant III
DOST-MIMAROPA



GRACE M. ANCHETA
Accountant III
Occidental Mindoro State College

ACKNOWLEDGEMENT

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 ____ day of **SEP 25 2024** 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
CARLOS N. MAGSINO	D13-87-002249	03/05/2022 – SAN JESSE, APC. NGO.

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.: 254

Page No.: 52

Book No.: XXXVII

Series of 2024

RACHEL ENAYA 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-5089421/1-3-2024, Taguig City
IBP O.R. No. 327805-12/13/2023, RSM
MCLE Comp. No. VII-0007104/11-22-2021
ROLL No. 61627

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