

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THIS PRESENTS:

This **MEMORANDUM OF AGREEMENT (MOA)** is entered into and executed by and between:

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY – MIMAROPA REGIONAL OFFICE**, hereinafter referred to as **DOST- MIMAROPA** with principal office at 4th floor PTRI Bldg., DOST Complex, Gen. Santos Ave., Bicutan, Taguig City and represented in this agreement by its Regional Director, **DR. MA. JOSEFINA P. ABILAY**;

-and-

The **PROVINCIAL GOVERNMENT OF MARINDUQUE**, with office address at Brgy. Bangbanganon, Boac, Marinduque, hereinafter referred to as **PGM** and represented in this agreement by its Governor, **HON. PRESBITERO J. VELASCO, JR.**;

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 “**Malnutrition Mitigation using Rice Mongo Instant Food Blend for the Province of Marinduque**” as a project under the **DOST-MIMAROPA LOCAL GIA** and has provided funds therefore;

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

WHEREAS, **PGM** is committed to provide their counterpart for the implementation of the project **Malnutrition Mitigation using Rice Mongo Instant Food Blend for the Province of Marinduque**;

WHEREAS, **PGM** thru **PROVINCIAL NUTRITION OFFICE (PNO)** is mandated to provide leadership in the advancement of nutrition and its promotion in healthy lifestyle for Marinduque thru proper nutrition and they envisioned for a nutritionally healthy province.

WHEREAS, **DOST-MIMAROPA** and **PGM** pledged 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:

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

JEFFREY D. VARELA
Accountant
DOST-MIMAROPA

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

HON. PRESBITERO VELASCO JR.
Governor
PGM

RUBI C. APIAG
Prov. Gov. Department Head
Provincial Nutrition Office

1. DOST-MIMAROPA shall:

- 1.1 Provide technical assistance in the form of fund for procuring necessary materials to ensure project success in the amount of **ONE MILLION FIVE HUNDRED FOUR THOUSAND NINE HUNDRED NINETY-FOUR PESOS (PHP 1,504,994.00)** as detailed in ANNEX A;
- 1.2 Transfer the fund to PGM amounting to **ONE MILLION THREE HUNDRED NINETY-FIVE THOUSAND PESOS (PHP 1,395,000.00)** as stipulated in this agreement unless otherwise revoked with acknowledgement from all parties involved. The DOST MIMAROPA will only provide the technical assistance once the PGM counter-part are in placed;
- 1.3 Implement the above project in accordance with the attached Schedule of Activities in the proposal marked as **Annex A**;
- 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.

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

JEFFREY D. VARELA
Accountant
DOST-MIMAROPA

2. PGM thru the PNO shall:

- 2.1 Ensure that the fund for procuring necessary materials provided by DOST-MIMAROPA in the amount of **ONE MILLION THREE HUNDRED NINETY-FIVE THOUSAND PESOS (PHP 1,395,000.00)** are used according to the provisions stipulated in this agreement as detailed in ANNEX A unless otherwise revoked with acknowledgement from all parties involved;
- 2.2 Provide counterpart in form of fund for traveling expenses on the monitoring of the project and to ensure project success in the amount of **TWENTY-FOUR THOUSAND PESOS (PHP 24,000.00)** as detailed in ANNEX A;
- 2.3 Implement the above project in accordance with the attached Schedule of Activities in the proposal marked as **Annex A**;
- 2.4 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.
- 2.5 Submit the monthly and quarterly progress reports to DOST-MIMAROPA including accomplishments and major problems met **not later than one (1) week** after the end of each month and quarter;
- 2.6 Submit Audited Financial Report (AFR) to DOST-MIMAROPA upon acquisition of the equipment and/or materials listed in the Annex A Project Line-Item Budget.
- 2.7 Allow DOST-MIMAROPA to monitor and collect necessary data/information when required;

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

HON. PRESBITERO VELASCO JR.
Governor
PGM

RUBEN C. APIAG
Provy. Gov. Department Head
Provincial Nutrition Office

PUBLICATION:

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

EFFECTIVITY:

This Memorandum of Agreement shall take effect immediately upon signing of the parties hereto and shall remain in force for the duration of the tenure of the project as stipulated in this agreement, unless sooner terminated upon prior notice and on valid, legal and moral grounds, by either of the contracting parties. The **DOST-MIMAROPA** and the **PGM** are given a maximum of six (6) months after signing of the parties, to mobilize for the project, otherwise, this Agreement is deemed canceled or terminated.

LIABILITY AND DISPUTE SETTLEMENT

Any dispute or difference between the parties relating to their rights or obligations under this Agreement shall first be referred for consideration by each party by notice in writing to the other party. If the dispute or difference is not resolved within a period of sixty (60) days (or as may be agreed upon by the parties), then either party may submit the dispute for arbitration in accordance with existing laws, rules and regulations of the Republic of the Philippines.

SEPARABILITY CLAUSE

If for any reason any section or provision of this Agreement, or any portion thereof, or the application of such section, provision or portion to any person, group or circumstance is declared contrary to law, the remainder of this Agreement or the application of such section, provision or portion thereof to other persons, groups or circumstances shall not be affected by such declaration.

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

JEFFREY D. VARELA
Accountant
DOST-MIMAROPA

BERNARDO T. CARINGAL
Provincial S&T Director
PSTC-Marinique

HON. PRESBITERO VELASCO JR.
Governor
PGM

RUBY C. APIAG
Prov. Gov. Department Head
Provincial Nutrition Office

PROGRAM DURATION:


The project shall be completed within a period of **1 YEAR**, from **July 2022** to **July 2023**. The project shall be implemented during the said period or immediately after the release of funds.

AMENDMENTS, REVISIONS AND REVOCATIONS

Any amendments and/or revision of this Agreement or any portion thereof shall be in writing upon mutual consent of the parties. Rescission or revocation of this Agreement shall also be made in writing and be presented to the parties at least thirty (30) days from affectivity thereof.

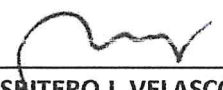
IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement this ____day of _____, 2022 at Bicutan, Taguig City.

DEPARTMENT OF SCIENCE
AND TECHNOLOGY – MIMAROPA




MA. JOSEFINA P. ABILAY
Regional Director

PROVINCIAL GOVERNMENT OF
MARINDUQUE

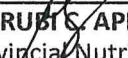


PRESBITERO J. VELASCO JR.
Governor

Signed in the presence of:

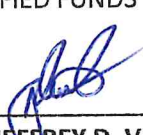


BERNARDO V. CARINGAL
PSTC-Marinduque
DOST PSTC Marinduque



RUBEN C. APIAG
Provincial Nutrition Office
Provincial Government Department Head

CERTIFIED FUNDS AVAILABLE:



JEFFREY D. VARELA
Accountant

ACKNOWLEDGMENT

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 **28 SEP 2022** day of _____ 2022, personally appeared.

NAME	Government Issued ID No.	Place/Date Issued
MA. JOSEFINA P. ABILAY	PO255592B	DFA Manila / January 15, 2019
PRESBITERO J. VELASCO JR.	CTC 24641975	Torrijos, Marinduque / January 31, 2022

All known to me to be the same persons 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 institutions/agencies they represent.

This instrument consists of five (5) pages including this page wherein the acknowledgment 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.: 13
Page No.: 4
Book No.: XV
Series of 2022

RACHEL G. MAYA 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-5334323/1-4-2022, Taguig City
IBP 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 May 2022 - May 2023

Program Title : GRANT IN AID
 Project Title : Malnutrition Mitigation using Rice Mongo Instant Food Blend for the Province of Marinduque
 Implementing Agency : DOST-MIMAROPA
 Total Duration : 1 year
 Current Duration : 1 year
 Cooperating Agency : Provincial Government of Marinduque - Provincial Nutrition Office
 Program Leader : Bernardo T. Caringal
 Project Leader : Rubi Apiag
 Monitoring Agency : DOST-MIMAROPA
 Provincial Government of Marinduque - Provincial Nutrition Office

	Implementing Agency		Counterpart Funding		
			DOST		
			<u>To be Released</u>	<u>To Be Retained</u>	<u>Total</u>
I. Personal Services	P	P	P	P	
Indirect Cost					
(Implementing Agency)					
Salaries					
PNO		319,133.76			
MNAO (6 Municipalities)		522,000.00			
Sub-total for PS	P	841,133.76	P	-	P
II. Maintenance and Other Operating Expenses					
Traveling Expenses - local				30,000.00	30,000.00
Traveling Expenses - local				10,000.00	10,000.00
Office supplies				20,000.00	20,000.00
Semi-Expendable-Equipment Expenses					
Other Supplies and Materials Expenses			1,395,000.00		1,395,000.00
Communication Expenses					0.00
Telephone Expenses - Mobile				18,000.00	18,000.00
Internet Subscription Expenses				11,994.00	11,994.00
Transportation and Delivery Services		24,000.00		20,000.00	20,000.00
Sub-Total for MOOE	P	24,000.00	P	109,994.00	P 1,504,994.00
GRAND TOTAL	P	865,133.76	P	109,994.00	P 2,370,127.76

Prepared by:

RUBI C. APIAG

 Provincial Government Department
 Head, Provincial Nutrition Office

Endorsed by:

 BERNARDO T. CARINGAL
 Provincial S&T Director

Certified Funds Available:

 MR. JEFFREY D. VARELA
 Accountant III, DOST-MIMAROPA

Approved by:

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