

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 (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**, hereinafter referred to as **DOST-MIMAROPA**

-and-

The **Marinduque State College (MSC)**, a public Higher Education Institution (HTE) duly established and existing under the laws of the Republic of the Philippines with principal address at Tanza, Boac, Marinduque represented in this Agreement by its President, **Dr. DIOSDADO P. ZULUETA**, hereinafter referred to as **MSC**

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 "**Sea Cucumber Hatchery for Sustainable Aquaculture**" as a project under the **DOST-MIMAROPA LOCAL GIA** and has provided funds therefore;

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

WHEREAS, **DOST-MIMAROPA** and **MSC** 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 Twenty Five Thousand Eight Hundred Sixty Five Pesos and 20/100 (**Php 1,625,865.20**) for the implementation of the project as described in the Line-Item Budget of the proposal marked as **Form 4** which is made an integral part of this Agreement;
- 1.2 Transfer funds to MSC amounting to One Million Three Hundred Forty Three Thousand Four Hundred Twenty Nine Pesos and 20/100 (**Php 1,343,429.20**) for the acquisition of equipment

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

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

DR. DIOSDADO P. ZULUETA
SUC President III
Marinduque State College

DR. PALOMA D. DE CHAVEZ
Dean (Fisheries)
MSC/Project Leader

and materials as stipulated in the Line-Item Budget of the proposal marked as **Form 4** unless otherwise revoked with acknowledgement from all parties involved;

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

1.3 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;

1.4 Facilitate the pull out of all materials, tools and /equipment procured out of project funds in the event that **MSC** fails to implement the project as stipulated in the project proposal made as (**Form 2- R&D; Form 3- non-R&D**) 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. **MSC** 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 **MSC** 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 Form 6 hereof not later than 15 days after the end of the semester

2.5.3 Annual progress report marked as Form 7 hereof together with the List of 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;

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, subject to the provisions of RA 10173 or the Data Privacy Act of 2012

2.8 Allow **DOST-MIMAROPA** to place inventory tag stickers on the individual equipment acquired out of project funds.

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

DR. DIOSDADO P. ZULUETA
SUC President III
Marinduque State College

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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.

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 A);

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 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; without prejudice to the intellectual property rights of the parties.

3.2 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.

3.3 Any necessary data/information shall be gathered with the consent of the data subject, declared specified and used for legitimate purposes in relation to this project and shall be appropriately protected pursuant to Republic Act No. 10173 (Data Privacy Act of 2012). All data information shall be stored and disposed of in accordance with the law.

3.4 The parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means; such as but not limited to mutual consultation and negotiation. However, if the parties fail to settle the dispute amicably, the parties shall first resort to arbitration in accordance with the laws and rules on arbitration between National Government Agencies.

4. PUBLICATION

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

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

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

DR. BIOSDADO P. ZULUETA
SUC President III
Marinduque State College

DR. PALOMA D. DE CHAVEZ
Dean (Fisheries)
MSC/Project Leader

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 **MSC** 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 **June 2024** to **June 2025**. 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

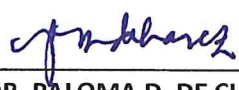


DR. DIOSDADO P. ZULUETA
SUC President III
Marinduque State College

SIGNED IN THE PRESENCE OF:



BERNARDO T. CARINGAL
Provincial Director
DOST PSTO Marinduque




DR. PALOMA D. DE CHAVEZ
Dean (Fisheries)
MSC/Project Leader

CERTIFIED FUNDS AVAILABLE:



JAY RALPH A. CABIAO
DOST-MIMAROPA Accountant



MAE KRISTINE L. MONTARON
Head, Accounting Office

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 JUN 26 day of 2024, personally appeared.

NAME	RES. CERT. NO	Place/Date Issued
MA. JOSEFINA P. ABILAY	P0255592B	DEC 15, 2019 / DFA MANILA
DIOSDADO P. ZULUETA	PASSPORT NO. PS243810B	NOV. 23, 2021 / 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 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.: 131
Page No.: 28
Book No.: XXXII
Series of 2024

RACHEL MAYA 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