**MEMORANDUM OF AGREEMENT**

KNOW ALL MEN BY THIS PRESENTS:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Regional Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cooperator

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accountant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Witness

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| ${image} |

The DEPARTMENT OF SCIENCE AND TECHNOLOGY – REGION 10, hereinafter referred to as “**DOST 10**”, with principal office at J.V. Serina St., Carmen, 9000 Cagayan de Oro City, and represented in this Agreement by its Regional Director, **ENGR. ROMELA N. RATILLA**;

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provincial Director

- and -

The **${COMPANY\_NAME}**, hereinafter referred to as “**${COMPANY\_NAME}**”, with principal office at ${COMPANY\_LOCATION}, and represented in this Agreement by its ${position}, **${OWNER\_NAME}**;

**WITNESSETH: THAT**

**WHEREAS**, the Department of Science and Technology (DOST) has identified the Small Enterprise Technology Upgrading Program (SETUP) as one of the strategic programs under the National Science and Technology (S&T) Plan and has provided funds therefore;

**WHEREAS**, **${COMPANY\_NAME}** is in need of technical support and assistance from DOST-SETUP to improve its productivity through the implementation of the project titled, “${PROJECT\_TITLE}” as a component project of the SETUP, the objectives and output of which are described in the approved project proposal (made part hereof as *Annex A*) ;

**WHEREAS**, **DOST 10** has identified the following S&T interventions needed by **${COMPANY\_NAME}**, which shall be undertaken through this project:

1. System Improvement – Improvement of operational processes using the equipment acquired through SETUP and crafting of the vision and mission statements, among others;
2. Process Improvement – Improvement of overall production operations through standardization of operating procedures and application of relevant productivity tools;
3. Human Resource Development – Productivity improvement of workers through provision of trainings on the operation and maintenance of the new equipment;

**WHEREAS**, **DOST 10** possesses the technical qualifications, commitment and sense of responsibility deemed necessary to assist and monitor the implementation of the aforesaid project;

**WHEREAS**, **DOST 10** and **${COMPANY\_NAME}** 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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Regional Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cooperator

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provincial Director

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Accountant

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1. **DOST 10** shall:

1.1 Release funds amounting to ${amount} Pesos (₱${project\_cost}) to **${COMPANY\_NAME}** to facilitate the acquisition/fabrication of all the equipment/materials indicated in the Line-Item budget (made part hereof as *Annex B*). The mode of fund release shall be through electronic bank transfer from **DOST 10** to **${COMPANY\_NAME}**’s current/checking account with Landbank of the Philippines (LBP), opened exclusively for the project’s fund-related transactions;

1.2 Monitor and ensure that the implementation of the above project is in accordance with the Schedule of Activities (made part hereof as *Annex C*);

1.3 Monitor, evaluate, and document project activities and identify alternative courses of action to address problems met, if any, during the implementation of the project;

1.4 Facilitate the collection of the monthly refunds of **${COMPANY\_NAME}** in accordance with the Approved Schedule of Refunds (made part hereof as *Annex D*) and remit the same to the Bureau of Treasury;

1.5 Facilitate the pullout of all tools and equipment in good working condition procured out of project funds and collect the final obligation to be computed in accordance with the computation presented in Annex B: “*Computation of Final Obligation of Terminated SETUP Projects*” of the SETUP Guidelines, in the event that **${COMPANY\_NAME}** fails to remit refunds for six (6) consecutive months or for any violation of the Memorandum of Agreement entered into by the **DOST 10** and **${COMPANY\_NAME}**;

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Regional Director

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Accountant

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1.6 Place inventory tag stickers on the individual equipment acquired out of project funds;

1.7 Recover in behalf of DOST the full assistance if due to premature unjustified project termination or when funds are not used according to the approved purposes, or for any violation of this MOA;

1.8 In case of failure or termination of the project due to force majeure or fortuitous event, **DOST 10** shall submit to the Regional Commission on Audit (COA) a written request for “Relief from Accountability” or a request for write-off and/or condonation, whichever is appropriate, consistent with the provisions of the Government Auditing Code of the Philippines (PD 1445) and Section 41, Chapter 10, Volume 1 of the Government Accounting Manual (GAM); and

1.9 Ensure confidentiality of **${COMPANY\_NAME}**’s information related to its product formulation, operational processes and parameters, and financial performance.

2. **${COMPANY\_NAME}** shall:

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Regional Director

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Cooperator

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Provincial Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accountant

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2.1. Open and maintain a separate current/checking account with the nearest Landbank of the Philippines (LBP) in their area to be used solely for the project;

2.2. Request LBP to tag the account restricting withdrawal without the written authorization from **DOST 10** authorizing such withdrawal;

2.3. Allow **DOST 10** to restrict withdrawal of funds from the current/checking account used solely for the project;

2.4. Receive funds from **DOST 10** and issue an acknowledgement receipt/ official receipt of funds received;

2.5. Seek written authorization from **DOST 10** prior to withdrawal from said account or electronically transferring the payment to the suppliers/ fabricator’s bank account;

2.6. Ensure that funds received from **DOST 10** in the amount of ${amount} Pesos (₱${project\_cost}) are expended in accordance with the intended purpose and as indicated in the approved Line-Item Budget;

2.7. Liquidate the funds received and submit an Audited Financial Report (following the format in *Annex E*) to **DOST 10** not later than one (1) month after the equipment commissioning/installation;

2.8. Issue a total of 36 post-dated checks (PDCs) in the name of **DOST 10** representing the whole amount of refunds in accordance to the refund schedule, prior to receipt of funding assistance;

2.9. Not use the funds for money market placement, time deposits and other form of investments, and purposes/items other than those stipulated in the approved project proposal;

2.10. Coordinate and collaborate with **DOST 10** in the acquisition/ fabrication of all the equipment/materials indicated in *Annex B*;

2.11. Implement the project in accordance with the approved Schedule of Activities and the identified and approved technological intervention(s);

2.12. Provide the appropriate site and building to house the S&T intervention-related equipment/other facilities;

2.13. Provide operating funds and equipment needed in its operations and in the implementation of the project other than those indicated in the approved Line-Item Budget, as **${COMPANY\_NAME}**’s counterpart;

2.14. Coordinate and collaborate with **DOST 10** all activities to be undertaken in relation to project implementation;

2.15. Allow **DOST 10** and DOST agency representatives access to its premises and facilities to monitor and collect necessary data/information during the implementation of the project;

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Regional Director

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Cooperator

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Provincial Director

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Accountant

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2.16. Notify **DOST 10** of any deviation in the activities and plans during the implementation of the project;

2.17. Be responsible for the day-to-day operation of the project;

2.18. Submit to **DOST 10** the following properly filled-up Project Information Sheet (PIS) to monitor progress of the project:

2.18.1. Pre-Implementation PIS – immediately upon receipt of the confirmation of project approval, prior to the release of funds/equipment for the project; and

2.18.2. PIS for On-going project – PIS and Status Report to be submitted every end of semester of each year from the start of project implementation up to the year following full refund of the total funding assistance;

2.19. Acknowledge DOST-SETUP’s and **DOST 10**’s assistance in all reports, products, papers, and materials produced out of project activities;

2.20. In case of failure to remit refunds for six (6) consecutive months, violation of any of the provisions of this Memorandum of Agreement, or termination of project, authorize/allow **DOST 10** to pull out all tools and equipment in good working condition procured out of the project funds and settle the final obligation, if any, to be computed in accordance with Annex B of the SETUP Guidelines: “Computation of Final Obligation of Terminated SETUP Projects”;

2.21. Should pullout of tools and/or equipment be impossible/impractical, allow the use of the facility acquired out of the project funds by other cooperators identified by **DOST 10**;

2.22. In case of failure or termination of the project due to force majeure or fortuitous event, provide **DOST 10** with all the necessary document/ information needed to support the request for “Relief from Accountability”, write-off and/or condonation, whichever is appropriate, and settle final obligation, if any, based on the COA’s recommendation;

2.23. Assist **DOST 10** and the **PSTO ${office\_name}** in placing inventory tag stickers on each equipment acquired out of the project funds;

2.24. Be responsible and accountable for the maintenance and safekeeping of all the equipment acquired out of project funds. Ownership of the equipment shall remain with **DOST 10** until after full ownership has been transferred to **${COMPANY\_NAME}** upon refund completion; and

2.25. Put-up a sign board designed by **DOST 10** and paid for by **${COMPANY\_NAME}**, measuring 4ft X 4ft, at the project site not later than two (2) weeks after receipt of the project funds, containing the following details:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Regional Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cooperator

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Provincial Director

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Accountant

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Witness

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Witness

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| --- | --- | --- |
| Project Title | : | **${PROJECT\_TITLE}** |
| Cooperator | : | **${COMPANY\_NAME}** |
| Phase 1  (Equipment Acquisition and Installation) | : | **${phase\_one}** |
| Phase II  (Refund Period and SME Expansion/Operation | : | **${phase\_two}** |
| Source(s) of Fund | : | DOST-SETUP |

3. **REFUND**

3.1 **DOST 10** shall issue demand letter/s to **${COMPANY\_NAME}** in case of default in payment by **${COMPANY\_NAME}**;

3.2 Refund for the cost of equipment/funding assistance shall be for Three (3) years or earlier, to commence twelve (12) months after start of the project duration as indicated in Annex D. Inability to start refund within six (6) months after start of the approved refund schedule authorizes **DOST 10** to demand full refund of the funding assistance.

4. **PUBLICATION**

Any publication and other related activities undertaken arising from this Agreement shall identify DOST-SETUP’s assistance.

5. **AMENDMENTS**

This Agreement may only be amended in writing and by mutual consent of both parties.

6. **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 project unless sooner terminated by **DOST 10**.

7. **VENUE OF ACTION**

The parties agree that in case of legal actions requiring court litigations that may arise in the enforcement of this Agreement, the venue of all court litigations shall be in the Courts of Competent Jurisdiction in \_\_\_\_\_\_\_\_\_\_\_\_\_ only.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_, at J.V. Serina St., Carmen, Cagayan de Oro City.

|  |  |
| --- | --- |
| **DEPARTMENT OF SCIENCE AND**  **TECHNOLOGY – REGION 10** | **${COMPANY\_NAME}** |
| **ROMELA N. RATILLA**  Regional Director, DOST 10 | **${OWNER\_NAME}**  ${position} |

SIGNED IN THE PRESENCE OF:

|  |  |
| --- | --- |
| **ROMELA N. RATILLA**  Regional Director, DOST 10 | **${witness}**  Witness |
| ${pd\_name}  ${pd\_title}, DOST ${office\_name} | |
| **Certified Funds Available:**  JOHN PAUL T. BALISTOY  Accountant II, DOST-Northern Mindanao | |

**ACKNOWLEDGMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Regional Director

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Cooperator

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Provincial Director

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Accountant

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Witness

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Witness

REPUBLIC OF THE PHILIPPINES )

) S.S

Before me, a Notary Public for and in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_, personally appeared.

|  |  |  |
| --- | --- | --- |
| ***Name*** | ***Valid ID No.*** | ***Place/Date Issued*** |
| ROMELA N. RATILLA | RNR1017 | DOST-X, Carmen, Cagayan de Oro City |
| ${OWNER\_NAME} |  |  |

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 twelve (12) 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.:\_\_\_

Page No.:\_\_\_

Book No.:\_\_\_

Series of 20\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Regional Director

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Cooperator

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Provincial Director

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Accountant

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Witness

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Witness

**ANNEX A**

**(*Please refer to Annex A-1 of the SETUP Guidelines (Revision 3.0) for the SETUP Form 001 – Project Proposal Format*)**

**ANNEX B**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Regional Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cooperator

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Provincial Director

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Accountant

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Witness

**LINE-ITEM BUDGET**

PROJECT TITLE: ${PROJECT\_TITLE}

PROJECT BENEFICIARY: ${COMPANY\_NAME}

**${LIB\_TABLE}**

|  |  |
| --- | --- |
| Approved: | Conforme: |
| **ROMELA N. RATILLA**  Regional Director, DOST 10 | **${OWNER\_NAME}**  Cooperator |

**ANNEX C**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Regional Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cooperator

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Provincial Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accountant

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Witness

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Witness

**SCHEDULE OF ACTIVITIES**

|  |  |  |
| --- | --- | --- |
| Project Title | : | **${PROJECT\_TITLE}** |
| Project Cooperator | : | **${COMPANY\_NAME}**  ${COMPANY\_LOCATION} |

${ACTIVITY\_TABLE}

**ANNEX D**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Regional Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cooperator

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Provincial Director

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Accountant

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Witness

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Witness

**SCHEDULE OF REFUND**

|  |  |  |
| --- | --- | --- |
| Project Title | : | **${PROJECT\_TITLE}** |
| Project Cooperator | : | **${COMPANY\_NAME}**  ${COMPANY\_LOCATION} |
| Project Cost | : | ${project\_cost} |
| Refund Schedule | : | ${phase\_two} |

Total Financial Assistance ₱ ${project\_cost}.00

Manner of Refund: **Monthly**

${REFUND\_TABLE}

|  |  |
| --- | --- |
| Approved: | Conforme: |
| **ROMELA N. RATILLA**  Regional Director, DOST 10 | **${OWNER\_NAME}**  Cooperator |

**ANNEX E**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Regional Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cooperator

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Provincial Director

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Accountant

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Witness

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Witness

**SETUP Form 004 - Audited Financial Report (as of \_\_\_\_\_\_\_)**

1. Project Title: ${PROJECT\_TITLE}
2. Project Cooperator: ${OWNER\_NAME}
3. Project Duration: ${phase\_one}
4. Amount of SETUP Assistance: ${project\_cost}
5. Date Funds Released to the Cooperator:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | Disbursement | | |  | |
| Particulars | Amount  Approved | Approved  Realignment | Amount  Released | Previously  Reported | This  Report | Total Expenditure | Unexpended Balance | Accounts Payable |
|  |  | |  |  |  | (3) + (4) | (2) – (5) |  |
|  | (1) | | (2) | (3) | (4) | (5) | (6) | (7) |
| Maintenance & Operating Expenses |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Sub-total |  |  |  |  |  |  |  |  |
| Equipment Outlay |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Sub-total |  |  |  |  |  |  |  |  |
| **GRAND TOTAL** |  |  |  |  |  |  |  |  |

Prepared by: Audited by:

${owner\_name} \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cooperator Auditor

(Indicate CPA License & PTR No. with date)