

MEMORANDUM OF AGREEMENT

copy for ORS

on

Program Title: **MT. BANAHAW DE LUCBAN BIODIVERSITY ASSESSMENT, VALUATION AND CONSERVATION PROGRAM**

Project Title: **"Project 1. Inventory and Assessment of Flora and Fauna, and Macrofungi in Mt. Banahaw de Lucban"**

KNOWN ALL MEN BY THESE PRESENTS:

This agreement entered into by and among:

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY - PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT** hereinafter referred to as "**DOST-PCAARRD**", with principal office at Los Baños, Laguna, represented herein by its Executive Director, **DR. REYNALDO V. EBORA**;

-and-

The **SOUTHERN LUZON UNIVERSITY** hereinafter referred to as "**SLSU**", with principal office address at Lucban, Quezon and represented herein by its President, **DR. DORACIE B. ZOLETA-NANTES**;

WHEREAS, the above mentioned project was approved during the 9th Regular PCAARRD Directors' Council Meeting through video conference via Zoom Meetings on September 23, 2020;

NOW THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree to the following terms and conditions:

WITNESSETH:

I. Purpose

This agreement seeks to implement the project titled, "**Project 1. Inventory and Assessment of Flora and Fauna, and Macrofungi in Mt. Banahaw De Lucban**" under the program titled "**Mt. Banahaw De Lucban Biodiversity Assessment, Valuation and Conservation Program**".

PCAARRD and SLSU – Inventory and Assessment of Flora and Fauna, and Macrofungi in Mt. Banahaw De Lucban

ABEGAIL GRACE M. MARALIT
Accountant II
DOST-PCAARRD

AMALIA E. ALMAZOL
Project Leader
SLSU

LEILA C. AMERICA
Director, FERD
DOST-PCAARRD

DORACIE B. ZOLETA-NANTES
President
SLSU

REYNALDO V. EBORA
Executive Director
DOST-PCAARRD

II. Objectives of the Program/Project

Program: MT. BANAHAW DE LUCBAN BIODIVERSITY ASSESSMENT, VALUATION AND CONSERVATION PROGRAM

General: This research program generally aims to determine the current status of biodiversity (i.e. flora, fauna, and freshwater macro and micro fauna); pollination, phenology and effective propagation protocols for selected native plant species; traditional knowledge and practices on the use and management of selected species; and economic value of biodiversity resources for the formulation of policy recommendation/s related to the conservation of biodiversity resources in Mt. Banahaw de Lucban (MBdL).

Project 1. Inventory and Assessment of Flora and Fauna, and Macrofungi in Mt. Banahaw De Lucban (MBdL):

Specific Objectives:

1. To determine and characterize the species of flora, fauna, insects and macrofungi in MBdL
2. To assess the diversity of flora, fauna and macrofungi;
3. To collect and preserve sample specimens of flora, fauna, insects and macrofungi;
4. To a model of wildlife habitat characteristics using remote sensing and GIS techniques; and
5. To visually document all species through photographs

III. Expected Outputs

The Project will have the following Expected Outputs:

Publication

- At least one (1) publication either in a peer-reviewed journal article (ISI-indexed, SCOPUS, Thomson Reuters, etc.), book, or instructional material

Patents

- Application for patent on the habitat suitability maps of species indigenous to MBdL

Products

- GIS map locations of flora, fauna, and macrofungi in MBdL
- Updated information on the conservation status of flora and fauna species in MBdL

People Services

- One (1) graduate student and one (1) undergraduate student trained in the inventory and GIS mapping of the locations of flora, fauna and macrofungi in MBdL

PCAARRD and SLSU – Inventory and Assessment of Flora and Fauna, and Macrofungi in Mt. Banahaw De Lucban

ABEGAIL GRACE M. MARALIT
Accountant II
DOST-PCAARRD

AMALIA E. ALMAZOL
Project Leader
SLSU

LEILA C. AMERICA
Director, PERU
DOST-PCAARRD

DORACIE B. ZOULETA-NANTES
President
SLSU

REYNALDO V. EBORA
Executive Director
DOST-PCAARRD

Places and Partnership

- At least one (1) MOA/MOU with selected stakeholders (LGUs, POs and DENR)

Policies

- Draft policy recommendations on the: (1) Improvement of the management strategies for MBdL towards the conservation of its biodiversity; and (2) Conservation of native plant species and the identification and utilization of indigenous plant species for food, health care, and wood-based industry of the region.

ABEGAIL GRACIE M. MARALIT
Accountant II
DOST-PCAARRD

IV. Duration of the Project

The project shall be implemented for two (2), covering the period November 01, 2020 to October 31, 2022. The project shall commence immediately or within two (2) months after the release of funds. In case there is a change in actual date of implementation, it shall be requested from DOST-PCAARRD by SLSU.

AMALIA E. ALMAZOL
Project Leader
SLSU

In case of SLSU's inability to complete the projects within the approved duration, a written request for the extension of the project accompanied by the required technical accomplishment and financial reports should be received by DOST-PCAARRD three (3) months before the projects' completion date. Such request shall be recommended by the head of the implementing agency with the information of the project leader.

LEILA L. AMERICA
Director, FEKO
DOST-PCAARRD

V. Rights and Obligations of the Parties

DOST-PCAARRD shall:

- Provide financial support for the project with a total grant of **"FOUR MILLION NINE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED TWENTY-SIX 00/100 PESOS (PhP 4,999,926.00)."**

For its Y1 implementation, the total amount of **"TWO MILLION NINE HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED TWENTY-NINE 60/100 (PhP 2,952,929.60)"** shall be remitted to the implementing agency, the line-item budget of which is attached as **Annex A** and made an integral part hereof.

Such grant shall be subject to the terms and conditions specified in the "Guidelines for the Grants-In-Aid Program of the Department of Science and Technology and Its Agencies (DOST AO No. 016, series of 2020), effective September 02, 2020 (see Annex B) shall govern the implementation of the project.

Release of succeeding project funds shall be subject to review, evaluation and approval by the DOST-PCAARRD approving bodies duly supported by the required financial and technical reports.

PCAARRD and SLSU – Inventory and Assessment of Flora and Fauna, and Macrofungi in Mt. Banahaw De Luchan

DOXACIE B. ZOLETA-NANTES
President
SLSU

REYNALDO V. EBORA
Executive Director
DOST-PCAARRD

DOST-PCAARRD shall deduct the projects' unexpended balance and savings of prior project year from the funds of the succeeding project year, e.g. unexpended balance in Year 1 shall be deducted from Year 2 project funds to be released, unless the use is approved by DOST-PCAARRD approving bodies.

- b. Monitor and evaluate the implementation of the project in accordance to the objectives and the workplan;
- c. Conduct periodic field evaluation of the project to identify problems, solutions and remedial actions to avoid delays in implementation;
- d. Provide adequate coordinative and efficient administrative support and management system necessary for the smooth implementation of the project;
- e. Ensure that specific work plans agreed by all parties are adhered to including budgets necessary to implement such plans;
- f. Review periodic financial reports submitted by the implementing agency; and
- g. Appraise technical reports (semi-annual, annual, publishable report and terminal).

The implementing agency, SLSU through its President, Dr. Doracie B. Zoleta-Nantes., bind themselves to implement the project under an assigned Project Leader, Dr. Amalia E. Almazol, in accordance with the approved project proposal (made part hereof as Annex C) and shall be strictly implemented following the project's work and financial plan.

Among the responsibilities of the implementing agency as provided for in the guidelines are as follows:

SLSU shall:

1. Exert all efforts (such as providing facilities and technical personnel with the required expertise) to attain the objectives stated in the proposal;
2. Take the lead in the implementation of project activities and coordinate with other collaborating agencies.
3. Hire the required project personnel as indicated in the approved proposal in accordance with the existing hiring policies of the agency and the approved line-item budget; request approval from DOST-PCAARRD of any changes in the position/designation of the project personnel to be hired; and submit list of personnel engaged in the project following DOST Form J.
4. Submit the following technical accomplishment reports duly endorsed by the Agency Head to DOST-PCAARRD.

PCAARRD and SLSU – Inventory and Assessment of Flora and Fauna, and Macrofungi in Mt. Banahaw De Lucban

AREGAIL GRACE M. MARALIT
Accountant II
DOST-PCAARRD

AMALIA E. ALMAZOL
Project Leader
SLSU

LEILA C. ARE RICA
Director, FLETC
DOST-PCAARRD

DORACIE B. ZOLETA-NANTES
President
SLSU

REYNALDO V. EBORA
Executive Director
DOST-PCAARRD

- 4.1 An acceptable semi-annual report using DOST Form D in two (2) hard copies and one (1) electronic copy to DOST-PCAARRD within a month after the end of the project semester.
- 4.2 An acceptable annual technical accomplishment report using DOST Form E in two (2) hard copies and one (1) electronic copy to DOST-PCAARRD within two (2) months after the end of a project year. In case of a program, a consolidated annual program report shall be submitted in addition to the individual project reports.
- 4.3 A quality terminal technical report following DOST Form N in three (3) hardcopies and one (1) electronic copy within three (3) months after project completion which shall be accompanied by two (2) hardcopies and one (1) electronic copy of publishable technical report. The publication of such paper in any existing scientific or professional journal should meet the standards set by said journal.
- 5 Disburse funds in accordance with the approved Line-Item Budget (LIB), subject to existing government accounting and auditing procedures, and make necessary reprogramming of funds for not more than three (3) times in each implementation year, following these rules:
 - 5.1 Approve (through Implementing Agency Head or his authorized representative) any reprogramming/transfer of funds of existing expense items (other than those enumerated in 5.2) budget as originally approved by the DOST-PCAARRD to augment direct and indirect cost under PS, MOOE and CO. A copy of approval shall be provided to DOST-PCAARRD within two (2) weeks for documentation/concurrence of the monitoring division, otherwise the approved reprogramming shall be null and void;
 - 5.2 Exceptions to the provisions of 5.1 are the following:
 - 5.2.1 Budget for the Foreign Travel and Training
 - 5.2.2 Creation of new expense item, including increase/decrease of numbers of items (e.g. equipment, personnel) originally approved LIB and upgrading/downgrading of positions from the originally approved PS
 - 5.2.3 Increase in indirect cost budget exceeding the 7.5% ceiling for indirect cost
- 6 The use of foreign travel funds, if provided for in the approved LIB, shall be governed by DOST Administrative Order No. 001, series of 2017; Revised Rules on Foreign Travel of DOST Personnel and Rule Governing the Use of Travel Grants for Paper/Poster Presentation, effective 29 January 2018.
7. Submit at least three (3) copies of the following financial reports to DOST-PCAARRD:

ABIGAIL GRACIE M. MARALIT
Accountant II
DOST-PCAARRD

ANALIA E. ALMAZOL
Project Leader
SLSU

LEILA C. AMERICA
Director HED
DOST-PCAARRD

DORACIE B. ZOLETA-NANTES
President
SLSU

REYNALDO V. EBORA
Executive Director
DOST-PCAARRD

PCAARRD and SLSU – Inventory and Assessment of Flora and Fauna, and Macrofungi in Mt. Banahaw De Lucban

- 4.1 An acceptable semi-annual report using DOST Form D in two (2) hard copies and one (1) electronic copy to DOST-PCAARRD within a month after the end of the project semester.
- 4.2 An acceptable annual technical accomplishment report using DOST Form E in two (2) hard copies and one (1) electronic copy to DOST-PCAARRD within two (2) months after the end of a project year. In case of a program, a consolidated annual program report shall be submitted in addition to the individual project reports.
- 4.3 A quality terminal technical report following DOST Form N in three (3) hardcopies and one (1) electronic copy within three (3) months after project completion which shall be accompanied by two (2) hardcopies and one (1) electronic copy of publishable technical report. The publication of such paper in any existing scientific or professional journal should meet the standards set by said journal.
- 5 Disburse funds in accordance with the approved Line-Item Budget (LIB), subject to existing government accounting and auditing procedures, and make necessary reprogramming of funds for not more than three (3) times in each implementation year, following these rules:
 - 5.1 Approve (through Implementing Agency Head or his authorized representative) any reprogramming/transfer of funds of existing expense items (other than those enumerated in 5.2) budget as originally approved by the DOST-PCAARRD to augment direct and indirect cost under PS, MOOE and CO. A copy of approval shall be provided to DOST-PCAARRD within two (2) weeks for documentation/concurrence of the monitoring division, otherwise the approved reprogramming shall be null and void;
 - 5.2 Exceptions to the provisions of 5.1 are the following:
 - 5.2.1 Budget for the Foreign Travel and Training
 - 5.2.2 Creation of new expense item, including increase/decrease of numbers of items (e.g. equipment, personnel) originally approved LIB and upgrading/downgrading of positions from the originally approved PS
 - 5.2.3 Increase in indirect cost budget exceeding the 7.5% ceiling for indirect cost
- 6 The use of foreign travel funds, if provided for in the approved LIB, shall be governed by DOST Administrative Order No. 001, series of 2017: Revised Rules on Foreign Travel of DOST Personnel and Rule Governing the Use of Travel Grants for Paper/Poster Presentation, effective 29 January 2018.
- 7 Submit at least three (3) copies of the following financial reports to DOST-PCAARRD:

ABEGAIL GRACE M. MARALIT
Accountant II
DOST-PCAARRD

ANALIA E. ALMAZUL
Project Leader
SLSU

LEILA C. AMERICA
Director, FTRD
DOST-PCAARRD

DORACIE B. ZOLETA-NANITES
President
SLSU

REYNALDO V. EBORA
Executive Director
DOST-PCAARRD

7.1 Semi-annual financial report using DOST Form H, certified correct by the agency accountant and approved by the agency head within a month after each semester, supported by Report of Disbursement (ROD).

7.2 Annual financial report using DOST Form H certified correct by the Agency Accountant and approved by the agency head within two (2) months after end of each implementation year.

7.3 Terminal audited financial report (TAFR) using DOST Form I within three (3) months after project completion. The reported unexpended balance shall be refunded back to DOST-PCAARRD.

For private higher education institutions (HEIs) and research and development institutions (RDIs), an audited FR shall be submitted, duly certified by a licensed accountant together with an Audit Certificate/Report.

Financial reports are accompanied by DOST Forms K, L, and M, whenever applicable.

8. Be accountable for equipment purchased for the project. Only the equipment listed in the approved proposal shall be purchased by the agency following the government procurement reform act. DOST-PCAARRD remains to be the owner of all equipment purchased out of its grant and shall have the right to transfer/assign/donate such to anyone after the project completion

Enter all equipment purchased in the institution's books on inventory of equipment. Submit report on equipment purchased using DOST Form K with the corresponding Property Acknowledgement Receipts (PARs).

9. Make available to authorized officials of DOST-PCAARRD and the Commission on Audit during office hours, the records of project operations and books of accounts for inspection whenever necessary.

10. Present the project results in agency in-house reviews/program review and/or at least in one seminar or scientific meeting for the purpose of disseminating the information and technology generated from the project; without prejudice to the provision of Section VI hereof.

Project Leader, shall:

- Ensure that goals of the project are attained;
- Facilitate and monitor the implementation of project activities;
- Coordinate, facilitate and monitor the preparation of the project's accomplishments and financial reports which shall be packaged by the Project Leader as a project output;
- Consolidate project's accomplishment reports and prepare syntheses of accomplishment reports; and

PCAARRD and SLSU – Inventory and Assessment of Flora and Fauna, and Macrofungi in Mt. Banahaw De Lucban

ABEGAIL GRACE M. MARALIT
Accountant II
DOST-PCAARRD

ANALIA E. ALMAZOL
Project Leader
SLSU

LEILA C. AMERICA
Director, FERD
DOST-PCAARRD

DORACIE B. ZOLA
President
SLSU

REYNALDO V. EBORA
Executive Director
DOST-PCAARRD

- e. Maintain close communication and coordination with DOST-PCAARRD.

Project Staff, shall:

- a. Coordinate with Project Leader to ensure that goals of the project are attained;
- b. Facilitate and monitor the implementation of project activities;
- c. Facilitate the preparation and submission of the project's accomplishments and financial reports which shall be packaged by the Project Leader as a project output; and
- d. Maintain close communication and coordination with DOST-PCAARRD.

ABEGAIL GRACE M. MARALIT
Accountant II
DOST-PCAARRD

VI. Ownership and Utilization of Information, Technologies, Inventions and Improvements

The SLSU and the researchers recognize that results of the project and the rights to publication, except those that relate to intellectual property concerns, belong jointly to the researchers and implementing agency. Ownership of intellectual property and intellectual property rights shall be governed but not limited to Chapter II, Rule 5 and Rule 6 of the Implementing Rules and Regulations of Republic Act (R.A.) 10055.

Any publication arising from the research and other activities undertaken by virtue of this agreement shall identify the Implementing Agency as the source of the output.

Full acknowledgments shall accordingly be given to DOST-PCAARRD in case the research results are published or presented in various forums, seminars, meetings. Such presentation should not prejudice the proprietary/confidential nature of the information as heretofore mentioned for purposes of intellectual property protection.

Subject to the limitations recognized by law, particularly those that relate to intellectual property (IP), the implementing agencies reserve the right to use all data and findings by virtue of and pursuant to this agreement for the enhancement of its academic and research programs.

VII. Discontinuance of Assistance

DOST-PCAARRD reserves the right to:

- a. Discontinue any program/project of its assistance at any time with prior consultation with Implementing Agency for violation of this agreement or when it is determined that the results obtained or are reasonably expected to be obtained do not justify further activity for reasons attributable to the willful act of the project leader and/or implementing team; Suspend the program/project and the disbursement of funds for violation of any part of this agreement; and

PCAARRD and SLSU – Inventory and Assessment of Flora and Fauna, and Macrofungi in Mt. Banahaw De Lucban

ANILIA E. ALMAZOL
Project Leader
SLSU

LEILA C. AMERICA
Director, FERN
DOST-PCAARRD

DOUGLAS B. ZOLETE-NANTES
President
SLSU

REYNALDO V. EBORA
Executive Director
DOST-PCAARRD

- b. Terminate the project when funds are not available from the national government.

Discontinuance of assistance, suspension or termination of this agreement shall be done by DOST-PCAARRD upon prior consultation with the SLSU. In case of suspension, upon receipt of the written notice therefore, the implementing agency shall cease disbursement of project funds and shall resume only upon the written advice of DOST-PCAARRD. In case of termination, DOST-PCAARRD shall notify the Project Leader at least forty-five (45) days before the date of termination so that he/she could accordingly notify the project staff at least a month before the date of project termination.

ABEGAIL GRACE M. MARALIT
Accountant II
DOST-PCAARRD

VIII. Amendment Provision

Any additional or amendments on the stipulations hereof shall be done through a supplementary agreement to be prepared by the party requiring such and shall be mutually consented by the parties. Notarization of such shall be taken care of by the party who prepared the amendments/additional provisions

AMALIA E. ALMAZOL
Project Leader
SLSU

IX. Repealing Clause

All parties agree that this MOA contains the full agreement of the parties and supersedes all previous agreements either written or oral if there are any

LEILA C. AMERICA
Director, FERD
DOST-PCAARRD

X. Alternative Dispute Resolution

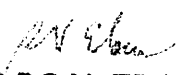
All disputes, controversies, or claims arising out or relating to this contract, shall be settled through negotiation and/or mediation and shall be decided by arbitration in accordance with the rules of the UNICITRAL Law as adopted in RA 9285 (Alternative Dispute Resolution Law of 2004). This is, however, without prejudice to the provision of Rule 26 of RA 10055 on resolution of disputes, particularly on matters pertaining to ownership

DORACIE S. ZOLETANANTES
President
SLSU

REYNALDO V. EBORA
Executive Director
DOST-PCAARRD

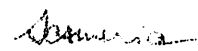
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this

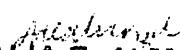
_____ at _____


REYNALDO V. EBORA,
Executive Director, PCAARRD



DORACIE B. ZOLETA-NANTES
President, SLSU

WITNESSES:


LEILA C. AMERICA
Director, FERD-PCAARRD


AMALIA E. ALMAZOL
Project Leader, SLSU

Certified Funds Available:


ABEGAIL GRACE M. MARALIT
Accountant II, DOST-PCAARRD

ACKNOWLEDGMENT

Republic of the Philippines)
Municipality of Los Baños) S.S.

BEFORE ME, A NOTARY PUBLIC for and in Los Baños, Laguna,
Philippines, on this Aug 17, 2018 personally appeared:

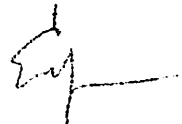
| <u>NAME</u> | <u>COMM. TAX RECEIPT NO.</u> <u>PASSPORT NO.</u> | <u>DATE/PLACE ISSUED</u> |
|----------------------------------|---|---------------------------|
| Dr. Reynaldo V. Eborá | Passport No. S0005685A | Aug. 17, 2017/DFA, Manila |
| Dr. Doracie B. Zoleta- Nantes | | |

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 that of the Corporations/Entities they represent

The foregoing, which refers to a Memorandum of Agreement, consists of ten (10) pages including this page wherein this Acknowledgment is written, and has been signed by the parties and witnesses on all pages.

WITNESS MY HAND AND SEAL on the date and place above-written.

Doc No. 352
Page No. 72
Book No. 329
Series of 2020



NOTARY PUBLIC
MUNICIPALITY OF LOS BAÑOS, LAGUNA
REYNALDO V. EBORA
NOTARY PUBLIC
MUNICIPALITY OF LOS BAÑOS, LAGUNA
DORACIE B. ZOleta-Nantes
NOTARY PUBLIC
MUNICIPALITY OF LOS BAÑOS, LAGUNA