

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and executed by and between:

The **DEPARTMENT OF AGRICULTURE REGIONAL FIELD UNIT 8**, a government entity and existing under and by virtue of the laws of the Philippines, with principal office address at Kanhuraw Hill, Tacloban City represented herein by **Regional Executive Director ANTONIO G. GERUNDIO**, hereinafter referred to as the "**DA-RFU 8**",

-and-

The **VISAYAS STATE UNIVERSITY – ALANGALANG CAMPUS**, a government institution organized and existing under and by virtue of the laws of the Philippines, created by virtue of RA No. 3673 as Alangalang Agro-Industrial School, later renamed into Leyte State School of Agriculture by virtue of RA 7093, further integrated with Visayas State College of Agriculture (ViSCA) which was later converted into Leyte State University (LSU) under RA 9158, then renamed Visayas State University (VSU) by virtue of RA 9437, thus an integrated campus pursuant to Special Provision No. 2 of CHED FY 1999 Budget under the GAA 1999 or RA 8745 accorded with a juridical personality, with principal address at Alangalang, Leyte, represented herein by the **Visayas State University President Dr. JOSE L. BACUSMO**, herein referred to as the "**COOPERATOR**".

WITNESSETH:

The parties hereby bind themselves to undertake a Memorandum of Agreement for the purpose of implementing the **Organic Agriculture Demo and Training Farm** in support of the program of the State to promote and develop Organic Agriculture in the Philippines, under the following terms and conditions:

A. The **DA-RFU 8** shall:

1. Evaluate/review/approve project proposal/s submitted by the proponent.
2. Transfer 50% of the total project cost of P1,499,168.00 to the Proponent upon:
 - a. Approval of the project proposal by the Regional Executive Director, as recommended by the RTWG for Organic Agriculture Proposal Evaluation;
 - b. Perfection of the Memorandum of Agreement;
 - c. Requesting in writing by the **Proponent**.
3. The remaining 50% of the project fund shall be released upon submission of the following:
 - a. Audited report of disbursement for the initial release with corresponding Notice of Credit immediately after every full utilization of fund transfer;
 - b. Statement of work accomplished;
 - c. Inspection and actual work evaluation by the **DA-RFU 8** supported with pictures.
4. Provide technical assistance to the **COOPERATOR** whenever necessary.
5. In consultation with the **COOPERATOR**, have the right to withhold fund releases for the following reasons:

LSU
ACCOUNTING UNIT
RECEIVED

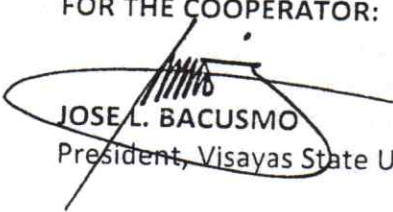
- a) When it is ascertained that substantial negative variance exist between the actual accomplishment vis-à-vis the planned work for a given period as contained in the approved project document;
 - b) Non-compliance with the reporting and liquidation requirements after a reasonable period of time.
6. Monitor the implementation of the project and submit semi-annual reports to the Technical Working Groups created for the monitoring of the implementation of the Organic Agriculture projects through the Bureau of Agriculture and Fisheries Products Standards.
- B. The **COOPERATOR** shall:
1. Submit project proposal to the **DA-RFU 8**.
 2. Provide a counterpart of at least twenty percent (20%) of the total project cost.
 3. Issue an Official Receipt in favor of **DA-RFU 8** corresponding to the amount released upon receipt thereof.
 4. Implement the approved project activities with the approved schedule and budget in accordance with the Work and Financial Plan.
 5. Allocate funds annually to sustain the project.
 6. Ensure a ten-year use of the lot for the project.
 7. Designate a responsible Officer who shall do the liaising and communicating with the **DA-RFU 8**.
 8. As part of his/her equity, hire additional staff/workers to ensure effective and efficient implementation of the project.
 9. Make available project records and related documents to the **DA-RFU 8** and other concerned entities for monitoring, validation/evaluation.
 10. Refund/return to the **DA-RFU 8** the full amount in case of:
 - a. Misappropriation of funds;
 - b. Non-utilization of funds;
 - c. Noncompliance with any provision stated in this agreement.
 11. Record/control the amount released in a separate book of accounts and disburse funds in accordance with existing government accounting and auditing procedures.
 12. Prepare and submit regular monitoring reports to the **DA-RFU 8**.
 13. Submit official documentation, physical reports of the project activities and accomplishments through the submission of the semi-annual and terminal reports to the **DA-RFU 8**.
 14. Submit an audited report of disbursement to the **DA-RFU 8** upon completion of project.

This Memorandum of Agreement shall become effective upon signature of both parties and the implementation will begin and shall continue to be valid until written notice is given to either party thirty (30) days prior to the date of intended termination.

No modification or amendment to the agreement and the approved project documents shall be allowed without the written consent of both parties involved.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement at Baybay City, Leyte, this 31st day of September 2013.

FOR THE COOPERATOR:


JOSE L. BACUSMO

President, Visayas State University

FOR THE DA-RFU 8:


ANTONIO G. GERUNDIO, CESO III

Regional Executive Director

SIGNED IN THE PRESENCE OF:


MARICHU M. PADAYAO

College Dean, VSU-Alangalang Campus


ENGR. MELECIA C. GORDILLO

Focal Person, Organic Agriculture Program

FUNDS AVAILABLE:

ZENAIDA S. ABUNALES

Chief, Finance Division and
Regional Accountant