

MEMORANDUM OF AGREEMENT

On The Landslide Project

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into by and among:

The **KALINGA STATE UNIVERSITY** hereinafter referred to as **KSU** with principal office at Bulanao, Tabuk City, Kalinga and represented by its President, **EDUARDO T. BAGTANG**;

The **EASTERN VISAYAS STATE UNIVERSITY** hereinafter referred to as **EVSU**, with principal office at Tacloban City, Leyte and represented by its President **Dr. DOMINADOR O. AGUIRRE, JR.**;

WITNESSETH:

WHEREAS, Kalinga State University has a completed research project on " Grant-in-Aid (GIA) Project: Development of a Non-expert Tool for Site Specific Evaluation of Rain-Induced Landslide Susceptibility ".

WHEREAS, Kalinga State University in performance of its function of disseminating research results, it submitted a Project Proposal for the training of 60 communities all over the country with the involvement of identified SUCS on **REDUCING DISASTER CAUSED BY RAIN-INDUCED LANDSLIDE: TRAINING FOR COMMUNITIES AND NON-EXPERTS** to Senator Loren Legarda for funding;

WHEREAS, Senator Loren Legarda responded positively to the submitted proposal by including an amount of Five Million Pesos to the 2018 budget of the Kalinga State University;

WHEREAS, the Project's main objective is to train and capacitate 60 communities all over the country and Identified State Universities and Colleges in the Country;

Whereas, the province of Leyte were identified by the ERB with communities that are susceptible to landslide caused by rain;

Whereas, the Eastern Visayas State University is a State University located in Leyte Province with a strong Extension Unit and is willing to be a partner of the Kalinga State University in training trainers from EVSU to train communities and non-experts to evaluate landsliding susceptibility on their own. The use of this procedure can serve as a preliminary and quick step for a more detailed slope-failure potential and risk evaluation. This procedure can also facilitate the identification and acceptance by communities of appropriate and cost-effective mitigation measures.

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

I. Purpose

The parties hereby undertake to implement the Project titled "**REDUCING DISASTER CAUSED BY RAIN-INDUCED LANDSLIDE: TRAINING FOR COMMUNITIES AND NON-EXPERTS**" more particularly described in the approved Proposal, Work Plan and Line-Item Budget attached hereto and made an integral part hereof as Annexes.

II. Objectives

The main objective of the project is to be able to prevent loss of lives and properties caused by rain induced landslides through appropriate information dissemination and training. Specifically, it will have the following objectives:

1. To train trainers from partner SUCs to evaluate landsliding susceptibility of communities due to rain
2. To inform communities on the landsliding susceptibility of an area and train them to evaluate the susceptibility of their communities to landslide due to rain.
3. Capacitate communities on a simple and better techniques, technologies and knowledge to further prevent loss of life and properties.
4. To produce more printed guides that is understood by the communities.
5. To influence community leaders to use this landslide guidebook in their community zoning.

III. Expected Outputs

The following are the expected outputs:

1. Trained two (2) trainers from EVSU
2. Informed, trained and capacitated non experts from 6 communities with a minimum of 20 participants per community in Leyte Province in evaluating and determining areas that are susceptible to landslide due to rain
3. Produced more printed guides
4. Influenced the community leaders to use the landslide guidebook in their community zoning

IV. Duration of the Project

The project shall be implemented for a period of Six (6) months covering the period 1 July 2018 to December 31, 2018. The project shall commence immediately after the receipt of funds. In case there is a change in actual date of implementation, EVSU may request for an extension of the period of this agreement through a letter submitted to KSU before three (3) months prior to end date.

V. Obligations of the Parties

KSU shall:

1. Provide financial support for the project with a total grant of Two Hundred Fifty Thousand Pesos (PhP250,000.00) for the whole duration of the project to be expended as allocated in the project's approved line-item budget (attached as annex A) and released subject to the existing KSU guidelines and conditions. Release of funds shall cover the whole duration of the project.
2. Conduct trainers training to assigned project leader and one personnel of EVSU;
3. Conduct briefing on proper accounting of the fund transfer and preparation of liquidation report to the accountant of EVSU;
4. Monitor and evaluate the implementation of the project in accordance to the objectives and work plan;
5. Provide adequate coordinative and efficient technical, administrative support and management system necessary for the smooth implementation of the project;
6. Ensure that specific work plans agreed by all parties are adhered to including budgets necessary to implement such plans;
7. Examine the budget requirements of the project subject to the usual accounting and auditing rules and regulations;
8. Adhere to the provisions of **COMMISSION ON AUDIT CIRCULAR NO. 94-013 December 13, 1994**; COA CIRCULAR No 2017-002 dated Oct. 25, 2007; CIRCULAR No 2016- 002 Dated May 31, 2016; COA Circular No. 2012-001 dated June 14, 2012.
9. Review financial reports submitted by the implementing SUC; and
10. Appraise terminal report.

EVSU shall:

1. Bind itself to implement the project under an assigned project leader in accordance with the approved work and financial plan (made part hereof as annex A) and this MOA such as:
 - a. Allow the assigned project leader and one personnel with permanent status of employment to be trained as trainers

- b. Achieve the objectives of the project as stated in this MOA
- c. Hire one project staff to perform functions such as to coordinate trainings to be conducted, document the activities of the project and prepare quarterly reports.
2. Act on problems that may adversely affect the program.
3. Consolidate both technical and financial reports and all documentation activities of the various projects.
4. Adhere to the provisions of **COMMISSION ON AUDIT CIRCULAR NO. 94-013 December 13, 1994**; COA CIRCULAR No 2017-002 dated Oct. 25, 2007; CIRCULAR No 2016- 002 Dated May 31, 2016; COA Circular No. 2012-001 dated June 14, 2012.
5. Disburse funds in accordance with the approved line-item budget (LIB) and make necessary reprogramming of funds for not more than three (3) times in each implementation year, following these rules:
 - a. Approve any reprogramming within 33% of existing expense item budget to be augmented; copy of approval shall be provided to KSU, otherwise the approved programming shall be null and void;
6. Submit to KSU at least three (3) copies of the following financial reports:
 - a. Quarterly (or every 3 months) financial report certified correct by the Agency Accountant and approved by the agency head within a month after each project semester.
 - b. Terminal audited financial report (TAFR) within three (3) months after project completion. The reported unexpended balance shall be refunded back to KSU.
7. Make available to authorized officials of KSU and the Commission on Audit during office hours, the records of project operations and books of accounts for inspection whenever necessary.
8. Presents the project results in agency in-house reviews and 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.
9. Report all income derived from the project, if any. Report all unobligated balances (UB) immediately and remit to KSU upon completion of the project.

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

KSU and the Extension workers recognize the results of the programs/projects and the rights to publication, except those that relate to intellectual property (IP) concerns, belong jointly to the Extension worker and implementing SUC. Ownership of IP rights shall be governed by Chapter II, Rule 6 and Rule 6 of the Implementing Rules and Regulations (IRR) or Republic Act (R.A) 10055 of the Philippine Technology Transfer Act of 2009.

Full acknowledgements shall accordingly be given to KSU in case the extension results are published or presented on various fora, seminars, meetings. Such presentation should not prejudice the propriety/confidential nature of the information as heretofore mentioned for purposes of IP protection.

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

Should any IP be generated from this undertaking, rights and obligations of KSU as government funding agency (GFA) and the implementing SUC responsible for the generation of such IP, shall be governed by Chapter III, Rules 9-11 of the Implementing Rules and Regulations (IRR) of Republic Act (R.A) 10055 of the Technology Transfer Act of 2009.

VII. Discontinuance of Assistance

KSU reserves the right to:

1. Discontinue any program/project of its assistance at any time for violation of this agreement or when it is determined that the results that are obtained or are reasonably expected to be obtained do not justify further activity.
2. Suspend the program/project and the disbursement of funds for violation of any part of this agreement; and
3. Terminate the project when funds are not available from the national government.

Discontinuance of assistance shall be done by KSU with prior consultation with the EVSU. Project Leader shall be notified 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.

VIII. Amendment Provision

Any additional or amendments on the stipulations hereof shall be done thru 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.

IX. Repealing Clause

Both 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.

X. Alternative Dispute Resolution

All disputes, controversies, or claims arising out or relating to this agreement, shall be settled through negotiation and/or mediation and shall be decided by arbitration in accordance with the rules as provided in RA 9285 (Alternative Dispute Resolution Law of 2004) and pursuant to P.D. No. 242 and applicable provisions of E.O. No. 292. This is, however, without prejudice to the provision of Rule 26 of the IRR of RA 10055 on resolution of disputes, particularly on matters pertaining to ownership.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 17th day of JULY 2018 at Tabuk City, Kalinga.

Dr. DOMINADOR O. AGUIRRE, JR.
President, EVSU

EDUARDO T. BAGTANG, CPA, DBM
President, KSU

Witnesses

LOPE T. BUEN

Certified Funds Available:

ARNOLD A. TANDING, CPA, MBA
Accountant III

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Tabuk) s.s.

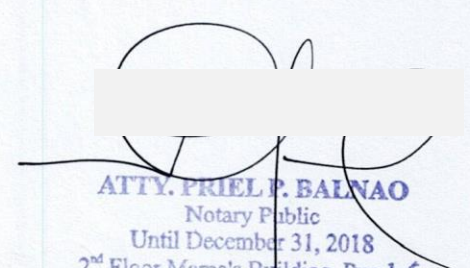
BEFORE ME, A NOTARY PUBLIC OF KALINGA PROVINCE, personally
appeared on AUGUST 6, 2018 the following persons presenting to me their respective
Competent Evidence of Identity as indicated below:

<u>NAME</u>	<u>GIID NO.</u>	<u>DATE/PLACE ISSUED</u>
<u>EDUARDO T. BALTANG, CPA, DBM</u>	<u>KASCB-SUCPRE39-8-2010</u>	<u>01/09/17/TABUK CITY, KALINGA</u>
<u>DOMINADOR O. AGUIRRE, JR., DM</u>	<u>A102494 DO</u>	<u>10-24-1994 TACLOBAN CITY</u>

Known to me to be the same persons who executed the foregoing instrument denominated as Memorandum of Agreement between Kalinga State University and Eastern Visayas State University, A Project Entitled – REDUCING DISASTER CAUSED BY RAIN-INDUCED LANDSLIDE: TRAINING FOR COMMUNITIES AND NON-EXPERTS consisting of five pages, including this page having acknowledge before me that it is their own respective, free and voluntary act and deed and their respective agencies that they represent.

TO THE TRUTH OF THE FOREGOING, witness now my hand and seal on the date and at the place indicated.

DOC. NO.: 488
PAGE NO.: 98
BOOK NO.: W
SERIES OF 2018


ATTY. PRIEL P. BALNAO
Notary Public
Until December 31, 2018
2nd Floor Mama's Building, Purok 6,
Bulanao, Tabuk City, Kalinga
Roll No. 70396; June 2, 2017
PTR No. 1650336; 01-03-2018
IBP Lifetime No. 1086624; Tabuk City, Kalinga
MCLE No. (Exempt under OCA Circular No. 67-2008)
Email Add: priel_alex@yahoo.com