



Republic of the Philippines

DEPARTMENT OF SCIENCE AND TECHNOLOGY
CENTRAL OFFICE



12 March 2020

DR. ENRICO C. PARINGIT

Executive Director

Philippine Council for Industry, Energy, and Emerging

Technology Research and Development (PCIEERD)

DOST Compound, Bicutan, Taguig City

Dear ***Executive Director Paringit:***

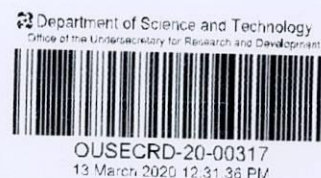
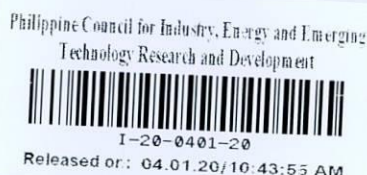
We are sending herewith the notarized Memorandum of Agreement (MOA) for the CRADLE project of the Eastern Visayas State University (EVSU) titled ***"Reworking of Processed Meat Using a Combined Acidification-Heat Treatment Process."***

May we also request PCIEERD to facilitate the transmittal of the MOA to EVSU.

Thank you.

Sincerely yours,


ROWENA CRISTINA L. GUEVARA, Ph. D.
Undersecretary for Research and Development



DOMINADOR O. AGUIRRE JR.
President, EVSU

ENRICO C. PARINGIT
Executive Director, PCIEERD

ROWENA CRISTINA L. GUEVARA
Undersecretary for R&D

Republic of the Philippines
DEPARTMENT OF SCIENCE AND TECHNOLOGY
General Santos Avenue, Bicutan, Taguig, City

MEMORANDUM OF AGREEMENT

Program Title: **ACCELERATED R&D PROGRAM FOR CAPACITY BUILDING OF RESEARCH AND DEVELOPMENT INSTITUTIONS AND INDUSTRIAL COMPETITIVENESS: COLLABORATIVE RESEARCH AND DEVELOPMENT TO LEVERAGE PHILIPPINE ECONOMY (CRADLE)**

Project Title: **Reworking of Processed Meat Using a Combined Acidification-Heat Treatment Process**

KNOWN ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT is made and entered into by and between:

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST)** hereinafter referred to as the "**Funding Agency**", a government entity duly existing and created under the laws of the Philippines with principal office address at General Santos Avenue, Bicutan, Taguig City, Philippines, represented herein by its Undersecretary for R&D, **ROWENA CRISTINA L. GUEVARA**;

The **PHILIPPINE COUNCIL FOR INDUSTRY, ENERGY AND EMERGING TECHNOLOGY RESEARCH AND DEVELOPMENT (PCIEERD)** hereinafter referred to as the "**Monitoring Agency**", a government entity and an attached agency of DOST, duly existing and created under the laws of the Philippines with principal office address at Science Heritage Building, DOST Complex, General Santos Avenue, Bicutan, Taguig, Philippines, represented herein by its Executive Director, **ENRICO C. PARINGIT** for the monitoring of the above-stated Project as mandated by law;

-and-

The **EASTERN VISAYAS STATE UNIVERSITY (EVSU)** hereinafter referred to as the "**Implementing Agency**" a public university, duly existing and created under the laws of the Philippines with principal office address at Lino Gonzaga Ave., Tacloban City, Leyte, Philippines, represented herein by its President, **DOMINADOR O. AGUIRRE JR.**, for the implementation of the above-mentioned Project;

WITNESSETH:

WHEREAS, the above-mentioned research and development (R&D) project was approved by DOST on 14 February 2020;

DOMINADORO, AGUIRRE JR.
President, EVSU

ENRIQUE C. PARINGIT
Executive Director, PCIEERD

ROWENA CRISTINA L. GUEVARA
Undersecretary for R&D

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

I. OBJECTIVES OF THE PROJECT

The project aims to reprocess or rework the unsold processed meat from *lechon* producers of Tacloban City into convenient, shelf-stable acidified – thermally processed *Lechon Paksiw*. Specifically, it aims to: (1) characterize the frozen unsold lechon as raw material; (2) conduct variable screening to determine the three significant components at specified levels in producing *Lechon Paksiw* necessary for the optimization process; (3) optimize the formulation and process of the products from screened variables, (4) verify the sensory acceptability of the optimum formulations; (5) assess the consumer reaction towards the formulated products; (6) perform and evaluate the physio-chemical properties, microbial load, and sensory evaluation on every phases of the experiment to enforce and assess the quality of the product; and (7) subject the optimum product to the following parameters: a) Shelf-life Testing; b) Nutritional Value Determination, c) Thermal Validation Test (Heat Distribution and Heat Penetration Tests) and d) Commercial Sterility Test.

II. OPERATION OF THE PROJECT

The Project shall be undertaken by the **Implementing Agency** in accordance with the approved project proposal (made part hereof as Annex “A”) and the Revised DOST-GIA Guidelines (A.O. 009 S. of 2017) and shall be monitored by the **Monitoring Agency**.

III. FUNDING ASSISTANCE

The **Funding Agency** shall provide grant in the amount of **FOUR MILLION NINE HUNDRED NINETY NINE THOUSAND NINE HUNDRED SIXTY PESOS AND EIGHTY CENTAVOS (₱ 4,999,960.80)** for Two (2) Years with an initial grant Year 1 grant of **THREE MILLION TWO HUNDRED ELEVEN THOUSAND THREE HUNDRED THIRTY PESOS AND FORTY CENTAVOS (₱ 3,211,330.40)** with CY 2020 funding of **TWO MILLION EIGHT HUNDRED THIRTY SEVEN THOUSAND FOUR HUNDRED SEVENTY FIVE PESOS AND THIRTY THREE CENTAVOS (₱2,837,475.33)** and **THREE HUNDRED SEVENTY THREE THOUSAND EIGHT HUNDRED FIFTY FIVE PESOS AND SEVEN CENTAVOS (₱373,855.07)** for CY 2021. The grant shall be expended as allocated in the approved Project Line-Item Budget (made part hereof as Annex “B”). The Guidelines on the Grants-in-Aid Program shall govern the implementation of the Project.

The activities, operation of books of accounts and records of the Project shall be subject to reasonable inspection by authorized representatives of the **Funding Agency** and/or **Monitoring Agency**. The **Funding Agency** reserves the right to discontinue the Project or its assistance at any time for cause as determined by the **Funding Agency**, to include but not be limited to, violation of the Grant Agreements, fraud or falsity in the **Implementing Agency’s** warranties and representation as provided by the proponent or upon determining that the results which were obtained or reasonably expected do not justify further activity.

All income/interest derived from the Project, if any, and all unexpended balance shall be reported immediately and remitted to the **Funding Agency** by the **Implementing and Monitoring Agencies** upon termination of the Project.

IV. PROJECT DURATION

The Project shall be completed within a period of **TWO (2) YEARS with Year 1 grant** to cover the period **01 March 2020 to 28 February 2021**. The Parties shall agree on the starting date of implementation, which shall not be later than the date of receipt of funds by the **Implementing and Monitoring Agencies**.

V. FUND RELEASE AND UTILIZATION

The financial grant shall be released by the **Funding Agency** to the **Implementing Agency** and **Monitoring Agency**, subject to applicable rules and regulations and availability of funds.

The **Implementing Agency** shall abide by the applicable rules and regulations on disbursement and utilization as mandated by the **Funding Agency**, to include in particular but not be limited to, rules on direct and indirect costs.

VI. PROJECT PROPERTIES

Project References: Mention of above-stated Project in any and all publication, literature and information material in whatever media form shall state reference to the DOST as **Funding Agency**, PCIEERD as **Monitoring Agency** and EVSU as **Implementing Agency**. Failure on the part of any party to comply with this provision shall be ground for written documented protest; further, repeated non-compliance with this provision by one party shall allow the aggrieved party to inform affected third parties in writing and require proper attribution through publication, with cost charged against the offending party.

Intellectual Property (IP): Ownership and utilization of IPs and Intellectual Property Rights (IPRs) resulting from the Project shall be governed by the Philippine Technology Transfer Act of 2009. The **Implementing Agency** and the Project Leader acknowledge that they have read, understood and hereby agree to be bound by the provisions of the said Act. In case of conflict with other laws, rules or regulations, the said Act shall prevail.

Records of Equipment: The Property Officer/s of the **Funding and Implementing Agencies** shall maintain a complete and updated record of all equipment purchased out of the grant funds. Inventory of equipment shall be conducted by the **Monitoring Agency** during the implementation of the Project.

Ownership of Equipment: The **Funding Agency** shall initially own all equipment, including but not limited to the fabricated equipment, under its account until it may deem fit to transfer the same to other projects or implementing institutions, subject to existing government accounting and auditing rules. The **Implementing Agency** shall be accountable

DOMINADOR O. AGUIRRE JR.
President, EVSU

ENRIQUE C. PARINGIT
Executive Director, PCIEERD

ROWENA CRISTINA L. GUEVARA
Undersecretary for R&D

for the equipment duly receipted until the physical transfer/donation or disposition of ownership, as determined by the **Funding Agency**.

Upon request, the ownership of equipment may be transferred subject to the approval from **Funding Agency**. The **Funding Agency** reserves the right to transfer ownership of such government equipment subject to existing government accounting and auditing laws, rules and regulations.

VII. ACCOMPLISHMENT AND FINANCIAL REPORTS

The **Implementing Agency** shall submit to the **Monitoring Agency** all technical and financial reports as mandated by the **Funding Agency**, pursuant to applicable rules and regulations. The **Monitoring Agency** shall submit said reports together with their appraisal report to the **Funding Agency** within one month after receipt thereof. The **Implementing Agency** shall likewise acknowledge the assistance of the **Funding and Monitoring Agencies** in relevant project-related activities.

VIII. GENERAL PROVISIONS

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

Authority to Sign: Each person signing this agreement represents and warrants that he/she is duly authorized to sign this agreement. In the unlikely event that the person signing for the other party is not authorized to do so, the latter agrees to hold the other party/ies harmless for any cause or consequence of the absence/lack of authority to sign.

Arbitration: All disputes arising between and among the parties as to interpretation, operation or effect of any clause in the Agreement or any other difference between the parties shall first be resolved amicably. In case of failure, the Rules on Alternative Dispute Resolution (ADR) between national government agencies under Republic Act No. 9285 shall apply.

Indemnification: Each party shall indemnify, hold free and harmless, and defend at its own expense the other party/ies from and against all suits, claims, demands, and liabilities of any nature or kind, arising out of acts or omissions of the former, in the performance of any activity in connection with the Project, including those that may be initiated by its employees, workers, agents, subcontractors, or by any other entity or persons against said party by reason of or in connection to the Project.

Venue: The parties further agree that in case of legal action requiring court litigations that may arise in the enforcement of this Agreement, the venue of court litigation shall be in the Court of Competent Jurisdiction sitting in Taguig City only.

Separability Clause: If any part or provision of this Agreement is held invalid or unconstitutional, the other provisions not affected thereby shall remain in force and in effect.

DOMINADOR O. AGUIRRE JR.
President, EVSU

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Executive Director, PCIEERD

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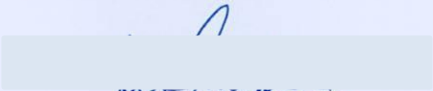
IX. COMPLIANCE WITH LAWS AND POLICIES

The **Implementing Agency** shall comply with the provisions of the Philippine Technology Transfer Act of 2009 (Republic Act No. 10055) and its Implementing Rules and Regulations (Joint DOST-IPO Administrative Order No. 02-2010), Guidelines on Intellectual Property Valuation, Commercialization and Information Sharing (Joint DOST-DTI-IPOPHL A.O. No. 001 s. 2012), DOST Intellectual Property Policy (DOST A.O. No. 004 s. 2015), Technology Transfer Protocol (DOST A.O. No. 009 s. 2015), Intellectual Property Management Protocol (DOST A.O. No. 004 s. 2016), Guidelines on the Constitution of the Fairness Opinion Board (FOB) and the Issuance of Fairness Opinion Report (FOR) under R. A. No. 10055 (DOST Memorandum Circular No. 003 s. of 2015), Guidelines on the Fast-Track Issuance of FOR under R. A. No. 10055 (DOST M. C. No. 007, s. of 2016), Adoption of the DOST Data Sharing Policy (DOST A. O. No. 003 s. of 2015) and its Implementing Guidelines, the DOST Administrative Order No. 009 Series of 2017 (Revised DOST-GIA Guidelines) and other applicable laws, rules and policies.

IN CONSIDERATION of the mutual covenant set forth above, witness our signatures this _____ day of _____, 2020, at _____, Philippines.

Funding Agency:


DEPARTMENT OF SCIENCE AND TECHNOLOGY



ROWENA CRISTINA L. GUEVARA
✓ Undersecretary for Research & Development ✓ *ang*

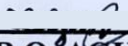
Monitoring Agency:

PHILIPPINE COUNCIL FOR INDUSTRY, ENERGY AND EMERGING TECHNOLOGY RESEARCH AND DEVELOPMENT



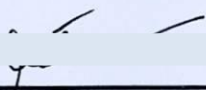
ENRICO C. PARINGIT
Executive Director ✓

Implementing Agency:
EASTERN VISAYAS STATE UNIVERSITY



DOMINADOR O. AGUIRRE
President

Witness:

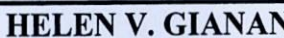
Implementing Agency:


HILARIA L. BUSTAMANTE
Project Leader, Eastern Visayas State
University

Monitoring Agency:


NIÑALIZA H. ESCORIAL
Chief, Industrial Technology Development
Division

Certified Funds Available:


HELEN V. GIANAN
Chief, DOST-Accounting Division

02-220-09-0437 ETCU P 2,770,275.21
02-220-09-0434 PERSONAL 47,220 -

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES}
CITY OF TAGUIG }S.S.

BEFORE ME, A Notary Public for and in the City of TAGUIG CITY this 12 MAR 2020
day of _____ personally appeared:

	Government Issued Identification	Date/Place Issued
ROWENA CRISTINA L. GUEVARA	S0016708A (Passport No.)	12 September 2019 DFA, Manila
ENRICO C. PARINGIT	EC8135696 (Passport No.)	17 November 2016 DFA Manila
DOMINADOR O. AGUIRRE, JR.	A 102494DD (EVSU ID No.)	07 JANUARY 2013 Tacolban City

Known to me as the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent.

This instrument, consisting of seven (7) pages, including this page whereon this Acknowledgment is written, are signed by the parties together with their instrumental witnesses one each on every page thereof

TO THE TRUTH OF FOREGOING, witness now my hand and seal on the date and place first above written.

Doc. No. 204
Page No. 42
Book No. VI
Series of 2020

RACHEL CINAYAN COPANUT-PANGNI
NOTARY PUBLIC UNTIL DEC. 31, 2021
Notario I Commission Appt. No. 10 (2020-2021)
2/F, Pacura Bldg. #427 Quezon Ave., Lower Bicutan, T.C.
PTR No. A-4689597/1-3-20, Taguig City
IBP O.R. No. 093183/10-14-19, RSM
MCLE Comp. No. VI-0019686/3-1-2019; ROLL No. 61627

DOMINADOR O. AGUIRRE JR.
President, EVSU

Republic of the Philippines
DEPARTMENT OF SCIENCE AND TECHNOLOGY
General Santos Avenue, Bicutan, Taguig, City

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ENRICO C. PARINGIT
Executive Director, PCIEERD

ROWENA CRISTINA L. GUEVARA
Undersecretary for R&D

DOMINADOR O. AGÜIRRE JR.
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IX. COMPLIANCE WITH LAWS AND POLICIES

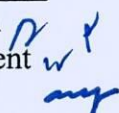
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IN CONSIDERATION of the mutual covenant set forth above, witness our signatures this _____ day of _____, 2020, at _____, Philippines.

Funding Agency:

DEPARTMENT OF SCIENCE AND TECHNOLOGY



ROWENA CRISTINA L. GUEVARA
Undersecretary for Research & Development 

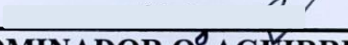
Monitoring Agency:

**PHILIPPINE COUNCIL FOR INDUSTRY, ENERGY AND EMERGING
TECHNOLOGY RESEARCH AND DEVELOPMENT**




ENRICO C. PARINGIT
Executive Director 

Implementing Agency:
EASTERN VISAYAS STATE UNIVERSITY



DOMINADOR O. AGUIRRE
President

Witness:


Implementing Agency:


HILARIA L. BUSTAMANTE
Project Leader, Eastern Visayas State
University

Monitoring Agency:


NIÑALIZA H. ESCORIAL
Chief, Industrial Technology Development
Division

Certified Funds Available:


HELEN V. GIANAN
Chief, DOST-Accounting Division

12-202-03-0473 EVCU
12-202-03-0474 EVCU

2,770,275.73
67,200 -

418 v. per
eligible ags per
189 gns UCP-2020

DOMINADOR O. AGUIRRE JR.
President, EVSU

ENRICO C. PARINGIT
Executive Director, PCIEERD

ROWENA CRISTINA L. GUEVARA
Undersecretary for R&D

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES}
CITY OF TAGUIG }S.S.

BEFORE ME, A Notary Public for and in the City of TAGUIG CITY this 12 MAR 2020
day of _____ personally appeared:

	Government Issued Identification	Date/Place Issued
ROWENA CRISTINA L. GUEVARA	S0016708A (Passport No.)	12 September 2019 DFA, Manila
ENRICO C. PARINGIT	EC8135696 (Passport No.)	17 November 2016 DFA Manila
DOMINADOR O. AGUIRRE, JR.	A10249400 (EVSU ID No.)	07 January 2013 Tacloban City

Known to me as the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent.

This instrument, consisting of seven (7) pages, including this page whereon this Acknowledgment is written, are signed by the parties together with their instrumental witnesses one each on every page thereof

TO THE TRUTH OF FOREGOING, witness now my hand and seal on the date and place first above written.

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Book No. VI
Series of 2020

RACHEL GINAWAN, COPANUT-PANGWI
NOTARY PUBLIC UNTIL DEC. 31, 2021
Notaria I Commission Appt. No. 10 (2020-2021)
2/F, Pacura Bldg. #427 Quezon Ave., Lower Bicutan, T.C.
PTR No. A-4689597/1-3-20, Taguig City
IBP O.R. No. 093183/10-14-19, RSM
MCLE Comp. No. VI-0019686/3-1-2019; ROLL No. 61627