

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THIS PRESENTS:

This **Memorandum of Agreement** entered into and executed by and between:

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY REGIONAL OFFICE NO. VIII**, herein referred to as **DOST-VIII** and the **GRANTOR** with principal office at Government Center, Candahug, Palo, Leyte, and represented in this Agreement by its Regional Director **ENGR. ERNESTO M. GRANADA**;

and

The **EASTERN VISAYAS STATE UNIVERSITY – Main Campus**, hereinafter referred to as **EVSU – Main Campus** and the **GRANTEE** with principal office at Lino Gonzaga, Ave., Tacloban City, and represented in this Agreement by its BOD Chair of EVCIEERD, **DR. DENNIS C. DE PAZ**.

WITNESSETH: THAT

WHEREAS, DOST-VIII is mandated to provide central direction, leadership, and coordination of specific and technological efforts to ensure that the results thereon are geared and utilized in areas of maximum economic and social benefits for the people;

WHEREAS, DOST VIII is committed to strengthen the implementation of the DOST's Community Empowerment thru Science and Technology (CEST) Program in Region VIII;

WHEREAS, EVSU- Main Campus is a higher learning institution mandated to provide advanced education, higher technological, professional instruction and training in the fields of arts and sciences, fishery, agriculture, forestry, science, education, maritime education, information and communications technology, engineering, tourism, and other fields of study.

WHEREAS, EVSU-EXTENSION OFFICE is mandated to undertake research and extension services, and provide progressive leadership in its area of specialization;

WHEREAS, EVSU-Main Campus possesses the qualifications, commitment, and sense of responsibility deemed necessary to implement a community development project under the Community Empowerment thru Science and Technology (CEST) Program the objectives and outputs of which are described in the proposal "Annex A" and made as an integral part of this agreement;

WHEREAS, DOST VIII and EVSU-Main Campus pledge to extend their full cooperation for the effective and efficient implementation of the CEST project in Leyte Province;

NOW, THEREFORE, for and in consideration of the above premises, the parties hereby agree as follows:

I. PROJECT TITLE:

The project is entitled "**GRASSROOTS ADVANCEMENT THROUGH INNOVATING NUTRITIOUS PRODUCTS (GAIN)**"

II. OBJECTIVES:

The project aims to infuse science and technology-based intervention to support PoFranCoCo bakery using nutritious own grown vegetables, herbs, and fruits to address emerging needs of immune-boosting food of village through CEST Program.

1. Profile locally grown vegetables, herbs, and fruits of the cooperative for value adding in their bakery;
2. Improve the current baked products of the cooperative such as Pandesal, Spanish bread, Monay, Ensaymada, Cinnamon roll and Banana bread using the identified vegetables, herbs, and fruits;
3. Standardize each formulated product and submit the research output for patent or utility model;
4. Capacitate the cooperative bakery personnel regarding the whole process of innovating products such as Pandesal, Spanish bread, Monay, Ensaymada, Cinnamon roll and Banana bread;
5. Increase on alternative source of income or livelihood of POFRANCOCO.
6. Increase awareness on proper nutrition in the community as initiated by POFRANCOCO.

III. OPERATION OF THE PROJECT

- a. The **GRANTEE**, in coordination with **DOST-8**, shall undertake the project from the conception phase up to the completion. It shall be implemented in accordance with the approved Project Proposal (Annex A hereof) and shall bind itself to submit to DOST-VIII the following:
 1. A semi-annual progress report on the activities of the project.
 2. Terminal report/ liquidation of the funds released by the GRANTOR for the project not later than thirty days after the completion of the program/ project. The terminal report shall include the documentation/ pictorials and liquidation report shall be an Audited Financial Report verified by a Commission on Audit (COA) Auditor.

- b. The DOST-8 Regional Director in the person of ENGR. ERNESTO M. GRANADA, CEST Regional Coordinator DR. RAMIL T. UY, and the GRANTEE represented by its BOD Chair of EVCIEERD in the person of DR. DENNIS C. DE PAZ. should PRIMARILY BE RESPONSIBLE FOR ALL PROPERTIES PERTAINING TO THE PROJECT.
- c. The ownership of the purchased and fabricated equipment through the grant funds shall be owned by the GRANTOR until transferred to the GRANTEE or other institution upon request and with the approval from the GRANTOR. The GRANTOR reserves the right to transfer ownership of such government equipment through Invoice Receipts for Property (IRP) or execution of Deed/s of Donation subject to existing government accounting and auditing law, rules, and regulations.

IV. GRANTOR'S ASSISTANCE

The GRANTOR shall provide financial assistance to **EASTERN VISAYAS STATE UNIVERSITY – Main Campus**, in the amount of **TWO HUNDRED THOUSAND PESOS** for the implementation of the CEST project in Leyte Province in accordance with the approved Line-Item Budget of the attached proposal. The project shall be funded through the DOST-8 2021 CEST 2M CII and shall be managed in accordance with the existing DOST System Grants-In-Aid Guidelines and Conditions and subjected to the existing accounting and auditing rules and procedures.

V. PROJECT DURATION

The project shall be completed within one (1) year, from **September 2021-August 2022**, the latter being the period for the submission of the terminal report. It shall be implemented in accordance with the approved objectives as reflected in the project proposal (**Annex A**) and in accordance with the approved line-item budget (**Annex B**). The project shall be implemented as scheduled after release of the financial assistance from DOST 8.

VI. RELEASE OF FUNDS

Subject to the availability of funds, bonding requirements, accounting and auditing regulations, pertinent government policies and procedures release from the approved grant of the GRANTOR shall be in accordance with the approved Line-Item-Budget (annex B hereof).

The fund assistance will be released in lump sum upon the approval of this Agreement subject to the availability of funds and the usual auditing and accounting procedures.

VII. FUNDS MANAGEMENT AND UTILIZATION

- a) The released financial grant from the GRANTOR shall be deposited in the name of the **EASTERN VISAYAS STATE UNIVERSITY – Main Campus** in a checking account with any commercial or government

depository bank accessible from where the project or office of the proponent is located.

- b) Disbursement of the grant shall be in accordance with the approved Line-Item-Budget (LIB) and subject to the existing rules and procedures.
- c) Withdrawals from the account shall be made by checks signed by at least two (2) authorized signatories of the GRANTEE of the project.
- d) The GRANTEE shall allow the GRANTOR to monitor the project and check the book of accounts at all times, share data, and acknowledge the GRANTOR'S assistance in all publication/s and/or product/s resulting from the project.
- e) Realignment of the approved line-item budget is allowed. The GRANTEE shall request an approval from the GRANTOR for the realignment of the Line-Item-Budget (LIB) at least three (3) months before project termination date/completion. Any disbursement not in accordance with the approved LIB shall be disallowed.

VIII. PROVISIONS

- a.) The GRANTOR reserves the right to discontinue the project or its assistance at any time for violation of this Grant Agreement or upon determining that the results which are obtained or/are reasonably expected to be obtained do not justify further activity. Likewise, the GRANTOR has the authority to terminate the project when funds are not available from the national government. The GRANTEE shall be notified at least one (1) month before the date of project termination.
- b.) Both GRANTOR and GRANTEE agree to other requirements that may be required by government agencies/instrumentalities (e.g. DBM, etc.) during the effectivity of this agreement.
- c.) The grantee shall allow the COA representative to have access/inspect/visit the records and facilities related to the project.
- d.) The parties agree that in case of litigation for any breach, act or omission, giving rise to court action to enforce legal right by or against either party, the venue of such action shall be in appropriate court sitting in Tacloban City.

IX. EFFECTIVITY

This Agreement shall enter into force upon signing by the parties hereof and shall remain effective for a period of **12 months** and not more than thirty (30) days after the submission of the terminal report, unless sooner terminated or revoked by DOST upon determination that the objective aimed to be achieved by the project could not be reasonable obtained or that said results do not justify further assistance.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement this ____ day of _____, 2021 at Tacloban City, Leyte.

**DEPARTMENT OF SCIENCE
AND TECHNOLOGY-VIII**

**EASTERN VISAYAS STATE
UNIVERSITY**

ERNESTO M. GRANADA
Regional Director

DENNIS C. DE PAZ, Ph.D.
EVSU-University President

SIGNED IN THE PRESENCE OF:

RAMIL T. UY
CEST, Regional Coordinator

BENEDICTO T. MILITANTE, JR.
VP – ORDEX, EVSU

Certified Funds Available :

ROGEN VINCENT R. TOBIAS
Accountant III

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

Tacloban City)

Before me, a Notary Public for and in the TACLOBAN CITY
this 24th of DECEMBER, 2021 personally appeared:

| NAME | Competent Evidence of Identity |
|--------------------------|--------------------------------|
| ENGR. ERNESTO M. GRANADA | |
| DR. DENNIS C. DE PAZ | |

all known to me be the same persons who executed the foregoing instrument and they acknowledge to me that same is their free and voluntary act and deed as well as the voluntary act and deed of the institutions/agencies they represent.

This instrument consists of Five (5) pages including this page wherein the acknowledgement 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 at the place first above written.

Doc. No.: 368
Page No.: 74
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NOTARY PUBLIC

ATTY ROGELIO P. GULA
NOTARY PUBLIC
NCNO.: 2021-01-06
UNTIL DECEMBER 31, 2022
ATTORNEY'S ROLL NO. 48025
IBP LIFE-TIME MEMBER NO. 07685
PTR NO. 808561F