

MEMORANDUM OF AGREEMENT

ON

Regional Agri-Aqua Innovation System Enhancement (RAISE) Program
in Eastern Visayas

Project 1-B: Establishing the Intellectual Property and Technology Business
Management (IP-TBM) Operations in Eastern Visayas State University (EVSU)

KNOW ALL MEN BY THESE PRESENTS:

This agreement is entered into by and between:

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

-and-

The **EASTERN VISAYAS STATE UNIVERSITY** hereinafter referred to as “**EVSU**”, with principal office at Tacloban City and represented herein by its President, **DR. DENNIS C. DE PAZ**.

WHEREAS, the abovementioned project was approved by the DOST-PCAARRD Directors’ Council and Governing Council on October 25, 2021 and December 2, 2021, respectively.

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-B: Establishing the Intellectual Property and Technology Business Management (IP-TBM) Operations in Eastern Visayas State University (EVSU)” under the abovementioned Program.

II. Objectives

General Objective:

To strengthen the capacities of intellectual property and technology business management (IP-TBM) operations of Eastern Visayas State University.

Specific Objectives:

1. Capacitate the technology transfer personnel of EVSU;
2. Enhance the technology promotion and commercialization activities of EVSU; and
3. Intensify linkages with various agencies to enhance activities on intellectual property protection and management and technology transfer and commercialization.

DOST-PCAARRD and EVSU

Project 1-B: Establishing the Intellectual Property and Technology Business Management (IP-TBM)
Operations in Eastern Visayas State University (EVSU), P1,996,829.00

Page 1 of 9

PEARL APHRODITE B. CARNICE, PhD
Project Staff Level 3
EVSU

DENNIS C. DE PAZ, PhD
President
EVSU

ABEGAIL GRACE M. MARALIT
Accountant III
DOST-PCAARRD

NOEL A. CATIBOG
Director, TTPD
DOST-PCAARRD

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Executive Director
DOST-PCAARRD

III. Expected Outputs

The expected outputs of the project are the following:

A. Publications

- 5 IECs;

B. Patents

- 5 IP Applications;
- Copyright of IECs;

C. Products

- 5 Prior Art Search Reports;
- 1 IP inventory;
- 1 inventory of matured technologies;
- 1 inventory of knowledge resources;
- 1 communication plan;
- 1 technology with pre-commercialization reports;
- 1 product enhanced (prototyping, developed, packaging, branding);
- 1 product pre-commercialization manufactured;
- 2 technologies pitched;
- 1 Technology Commercialized;

D. People and Services

- 2 CMI staff attended Prior Art Search & IP Audit Workshop;
- 2 CMI staff attended Policy Webinar/Workshop;
- 2 CMI staff trained in IP Master Class;
- 2 CMI staff trained in Agribusiness Master Class;
- 2 CMI staff trained in Technology Commercialization Mentorship Series;
- 2 CMI staff trained in Technology Promotion Mentorship;
- 2 CMI staff attend Communication Plan Workshop;
- Conducted re-echo seminar;
- Trained at least 20 CMI staff in re-echo seminars;
- Participate to content build-up of RTMS;

E. Places and Partnerships

- 1 IP-TBM established and Institutionalized
- 1 Commitment Letter;
- 1 partnership agreement w/Business/Trade Institutions;
- 1 Commercialization Agreements;

F. Policies

- Crafted/revised IP Policies and Technology Transfer Protocols

G. Social Impact

- The IP-TBM program contributes to the SUC leveling among participating agencies;
- The IP filings under this IP-TBM program will also influence a positive change in the Professorial Level Point System for the local inventor; and

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H. Economic Impact

- The project will generate income from licensing fees, upfront fee, and other commercialization agreements.

IV. Duration of the Project

The project shall be implemented for two (2) years, covering the period of January 1, 2022 to December 31, 2023. The project shall commence immediately or within two (2) months after the receipt of funds. In case there is a change in actual date of implementation, it shall be requested from DOST-PCAARRD by EVSU.

V. Rights and Obligations of the Parties

DOST-PCAARRD, through its Executive Director or his duly authorized representative, shall:

- A. Provide financial support for the project with the following breakdown:

Year 1 Budget (Php)	Year 2 Budget (Php)	Total Budget (Php)
1,065,914.00	930,915.00	1,996,829.00

For its Year 1 implementation, the total amount of **One Million Sixty-Five Thousand Nine Hundred Fourteen Pesos (Php1,065,914.00)** shall be remitted to EVSU. The line-item budget of which is attached as **Annex A** and made an integral part hereof.

Such grant shall be for the Year 1 of the project to be led by EVSU and to be expended as allocated in the project's approved line-item budget and released subject to the terms and conditions specified in the **"Revised Guidelines for the Grants-In-Aid Program of the Department of Science and Technology and its Agencies"** (DOST Administrative Order No. 011, series of 2020), effective September 2, 2020 and **"DOST-PCAARRD Supplemental Provisions to the Guidelines for the Grants-In-Aid Program of the Department of Science and Technology and its Agencies"** (DOST-PCAARRD Administrative Order No. 198-B, series of 2019), effective August 2, 2019 (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.

DOST-PCAARRD shall deduct the project's unexpended balance and savings of prior 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 workplans agreed by all parties are adhered to including budgets necessary to implement such plans;

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F. Review periodic financial reports submitted by EVSU; and

G. Appraise technical reports (semi-annual, annual, terminal, and publishable reports).

The implementing agency, **EVSU**, through its President or his duly authorized representative, bind itself to implement the project under an assigned Project Staff Level 3 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 plans;

Among the responsibilities of EVSU as provided for in this guidelines are as follows:

- A. Exert all efforts (such as providing facilities and technical personnel with the required expertise) to attain the objectives stated in the proposal;
- B. Take the lead in the implementation of project activities and coordinate with other collaborating agencies;
- C. 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 11;
- D. Submit the following technical accomplishment reports duly endorsed by the Agency Head to DOST-PCAARRD:
 1. An acceptable semi-annual progress report using DOST Form 6 in two (2) hard copies and one (1) electronic copy within a month after the end of the project semester;
 2. An acceptable annual technical accomplishment report using DOST Form 7 in two (2) hard copies and one (1) electronic copy within two (2) months after the end of a project year;
 3. A quality terminal technical report following DOST Form 15 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.
- E. Disburse funds in accordance with the approved line-item budget, 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:
 1. Approve, through Implementing Agency Head or his authorized representative, any reprogramming/transfer of funds of existing expense items (other than those enumerated in E.2.) budget as originally approved by the DOST-PCAARRD to augment direct and indirect cost under Personal Services, Maintenance and Other Operating Expenses, and Equipment Outlay. A copy of the approved reprogrammed line-item budget and other required documents shall be submitted to DOST-PCAARRD within two (2) weeks upon its approval for documentation/concurrence of the monitoring division, otherwise the reprogramming shall be deemed null and void;
 2. Exceptions to the provisions of E.1. are the following:
 - a. Budget for Foreign Travel and Training;

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- b. Creation of new expense item, including increase/decrease of number of items (e.g., equipment, personnel) originally approved in the line-item budget and upgrading/downgrading of positions from the originally approved Personal Services; and
 - c. Increase in indirect cost budget exceeding the 7.5% ceiling for indirect cost.
- F. The use of foreign travel funds, if provided for in the approved line-item budget, shall be governed by the "Revised Rules on Foreign Travel of DOST Personnel and Rules Governing the Use of Travel Grants for Paper/Poster Presentation" (DOST Administrative Order No. 001, series of 2018), effective January 29, 2018.
- G. Submit at least three (3) copies of the following financial reports to DOST-PCAARRD:
 1. Semi-annual financial report using DOST Form 8 that is certified correct by the Agency Accountant and approved by the Agency Head, within a month after each semester, supported by Report of Disbursement.
 2. Annual financial report using DOST Form 8 that is certified correct by the Agency Accountant and approved by the Agency Head, within two (2) months after end of each implementation year.
 3. Terminal audited financial report using DOST Form 16 within three (3) months after project completion. The reported unexpended balance shall be refunded back to DOST-PCAARRD.
- H. Be accountable for equipment purchased for the project. Only those equipment listed in the approved proposal shall be purchased by the agency following the Republic Act No. 9184 or 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 12 with the corresponding Property Acknowledgement Receipt.
- I. 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.
- J. Present the project results in agency in-house reviews and at least in one (1) 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.

The Project Staff Level 3 represented herein by **Dr. Pearl Aphrodite B. Carnice**, shall:

- A. Facilitate and monitor the implementation of project activities;
- B. Coordinate, facilitate, and monitor the preparation of the project's accomplishments and financial reports;
- C. Consolidate the project's accomplishment and financial reports and prepare syntheses of these reports; and
- D. Maintain close communication and coordination with DOST-PCAARRD.

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

EVSU and the researchers recognize that results of the project and the rights to their publication, except those that relate to intellectual property (IP) concerns, belong jointly to EVSU and the researchers. Ownership of IP and IP rights shall be governed by but not limited to Chapter II, Rule 5 and Rule 6 of the Implementing Rules and Regulations of the Republic Act No. 10055 or the Technology Transfer Act of 2009.

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

Full acknowledgment shall accordingly be given to DOST-PCAARRD in case the research results are published or presented in various fora, seminars, and meetings. Such presentation should not prejudice the proprietary/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, EVSU reserves 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 the project of its assistance at any time with prior consultation with EVSU 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 Staff Level 3 and/or Implementing Team;
- B. Suspend the project and the disbursement of funds for violation of any part of this agreement; and
- C. Terminate any 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 EVSU. In case of suspension, upon receipt of the written notice therefore, EVSU 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 Staff Level 3 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 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.

IX. Repealing Clause

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

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X. Alternative Dispute Resolution

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 between national government agencies under Republic Act No. 9285 or the Alternative Dispute Resolution Act of 2004 shall apply. This is, however, without prejudice to the provision of Rule 26 of Republic Act No. 10055 on resolution of disputes, particularly on matters pertaining to ownership.

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.

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REYNALDO V. EBORA, PhD
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DOST-PCAARRD

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

REYNALDO V. EBORA, PhD
Executive Director
DOST-PCAARRD

DENNIS C. DE PAZ, PhD
President
EVSU

WITNESSES:

NOEL A. CATIBOG
Director, TTPD
DOST-PCAARRD

PEARL APHRODITE B. CARNICE, PhD
Project Staff Level 3
EVSU

CERTIFIED FUNDS AVAILABLE:

ABEGAIL GRACE M. MARALIT
Accountant III
DOST-PCAARRD

ACKNOWLEDGMENT

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

Los Baños Laguna
BEFORE ME, a Notary Public for and in _____, Philippines, on this
MAR 24 2022 personally appeared:

NAME	GIID NO.	ISSUED AT/ON
REYNALDO V. EBORA, PhD	Passport No. S0005685A	DFA Manila August 17, 2017
DENNIS C. DE PAZ, PhD	<u>P4161812B</u>	<u>DFA Tacloban</u> <u>December 9, 2019</u>

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 agencies they represent.

The foregoing, which refers to a Memorandum of Agreement, consists of nine (9) 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. 320
Page No. 65
Book No. 416
Series of 2022

Ely
ATTY. ELEN O. FERALTA
Notary Public Until June 30, 2022
Calamba City, Los Baños Bay, Calauan, Laguna
IBP No. 162389/07-14-2021/Laguna Chapter
Per SC/BN #3795 Not. Com. #01-2020-C
PTR No. 261415/01-03-22/Los Baños, Laguna
Roll No. 33880/May 1986