

**MEMORANDUM OF AGREEMENT FOR THE PROJECT "STRENGTHENING
THE PRODUCT DEVELOPMENT SERVICES OF EVFIC FOR MICRO, SMALL,
AND MEDIUM ENTERPRISES (MSMEs) IN EASTERN VISAYAS"**

KNOW ALL MEN BY THESE PRESENTS:

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

THE DEPARTMENT OF SCIENCE AND TECHNOLOGY REGIONAL NO. VIII, hereinafter referred to as **DOST VIII**, with principal office at Government Center, Candahug, Palo, Leyte, represented in this agreement by its Regional Director, **ENGR. ERNESTO M. GRANADA**.

The **EASTERN VISAYAS STATE UNIVERSITY**, hereinafter referred to as **EVSU**, with the principal office at Quarry District, Tacloban City, represented in this agreement by its President, **DR. DENNIS C. DE PAZ**.

WITNESSETH THAT:

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

WHEREAS, pursuant to its mandate, the DOST VIII undertakes projects to enhance research and development activities that will contribute to the socio-economic and industrial development for the region;

WHEREAS, DOST VIII recognizes the need to strengthen the S&T services for MSMEs in the food processing industry of Eastern Visayas to harness its growth potentials and optimize its contributions to regional development;

WHEREAS, EVSU is mandated to undertake Research, Development, and Extension (RDE) programs that are geared towards the improvement of the quality of life of the Filipino people;

WHEREAS, EVSU is committed to generate and transfer knowledge and technologies to address problems in the community through its RDE programs;

WHEREAS, EVSU has the resources and capacity to pursue development initiatives to address the S&T needs of key industry sectors of the region;

WHEREAS, as part of its strategy in enhancing the competitiveness of MSMEs, the DOST VIII intends to establish an Innovation Center to provide critical S&T services in priority sector such as the food processing industry;

NOW, THEREFORE, for and in consideration of the foregoing premises and their mutual covenant, DOST VIII and EVSU hereby agree to execute this Amended Memorandum of Agreement (MOA) subject to the following condition:

1.0 PROJECT TITLE:

Strengthening the Product Development Services of EVFIC for Micro, Small, and Medium Enterprises (MSMEs) in Eastern Visayas

2.0 OBJECTIVES:

Primary:

- Transform concepts into products; enable product innovation and diversification to maximize value addition to diverse agricultural and fishery resources.

Secondary:

- Upgrade manufacturing operations and processing systems through application of new technologies.
- Standardize local processing technologies to establish quality standards for products of the regions.
- Design packaging for regional products that retain uniqueness, improve marketability, withstand inefficiencies in transport system, and comply with standards and regulations in domestic and export markets.
- Strengthen research, development and extension services of the SUC and other partner institutions.
- Commercialize technologies developed by DOST Research and Development Institutes (RDIs) and other R&D institutions.

3.0 PROJECT ADMINISTRATION

3.1 DOST VIII shall:

3.1.1 Provide counterpart funds for the implementation of the project as per approved Line-Item Budget for each of the sub-project charged against its Regional GIA

3.1.2 Provide package of technical support for the successful operation of the project such as but not limited to:

- Deployment/transfer of technologies subject to agreed terms and guidelines of parties involved – e.g. equipment, processing techniques, technical know-how, etc.
- Conduct trainings and technical consultancies

3.1.3 Assist EVSU in forging linkages/networks with other relevant institutions.

3.1.4. Designate a focal person that will coordinate and monitor project implementation.

3.2 EVSU shall:

3.2.1 Provide the building structures with appropriate basic facilities, required space and utilities for the project.

3.2.2 Designate a focal person or project coordinator to oversee overall project implementation.

3.2.3 Provide counterpart funding for the maintenance and operating expenses of the project.

3.2.4 Provide the required manpower to implement the project

3.2.5 Implement the project in accordance with the project workplan and other pertinent guidelines.

3.2.6 Submit progress and annual reports of the project.

3.2.7 Submit terminal report/liquidation of the funds released by the DOST VIII for the project not later than three months after the completion of the program/project. The terminal report shall include the documentation/pictorials; and the liquidation report shall be an Audited Financial Report verified by a COA Auditor.

4.0 PROJECT DURATION

The project shall be implemented within the period three (3) years in accordance with the approved project proposal (Annex A) to start after release of the financial assistance from DOST VIII. Should project extension be deemed necessary, request for extension shall be made at least one (1) month before the project completion.

5.0 RELEASE OF FUNDS

5.1 Subject to the availability of funds, bonding requirements, accounting and auditing regulations, pertinent government policies and procedures, the release of the approved grant from the DOST VIII shall be done upon the approval of this Agreement in accordance with the approved Line-Item-Budget (Annex B), in lump sum.

6.0 FUNDS MANAGEMNET AND UTILIZATION

6.1 The released financial grant from the DOST VIII shall be deposited in the name of EVSU in a checking account with any commercial or government depository bank accessible from where the project or office of the proponent is located.

6.2 Disbursement of the grant shall be in accordance with the approved Line-Item-Budget (LIB) and subject to the existing rules and procedures.

6.3 Realignment of the approved line-item-budget is subject to prior approval from the DOST VIII. Request for realignment shall be made two (2) months before the end of the project's current year and shall not exceed three (3) times in each implementation year (including approved extension) except for meritorious cases approved by the DOST.

7.0 OWNERSHIP OF PROPERTIES

Ownership of all non-expandable materials and properties purchased through the grant funds and other properties installed by the DOST shall remain with DOST until transferred to the other projects or implementing institution upon request and with approval from DOST. The DOST reserves the right to transfer ownership of such government equipment through Invoice Receipt/s for Property (IRPs) or execution of Deed/s of Donation subject to existing government accounting and auditing laws, rules and regulations and the DOST-GIA guidelines.

8.0 INTELLECTUAL PROPERTIES

All intellectual properties and awards, as well as release of project information which are classified as confidential data shall be governed by Republic Act 10055 or the "Philippine Technology Transfer Act of 2009" and its Implementing Rules and Regulations (IRR). The support and assistance of the DOST shall be acknowledged in publication or public presentations.

9.0 OTHER PROVISIONS

9.1 The DOST VIII reserves the right to discontinue the project or its assistance at any time for violation of this Agreement or upon determining that the results which are obtained or reasonably expected to be obtained do not justify further activity. Likewise, the DOST VIII has the authority to terminate the project when funds are not available from the national government. The EVSU shall be notified at least one (1) month before the date of project termination.

9.2 Both DOST VIII and EVSU agree to other requirements that may be required by government agencies/instrumentalities (e.g., DBM, etc.) during the effectivity of this agreement.

9.3 EVSU shall allow the DOST VIII or its authorized representative to monitor and verify the progress of the project including inspection of the financial records.

9.4 Other pertinent guidelines and requirements of the DOST Grant-In-Aid Program shall be followed in the implementation of the project.

9.5 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.

10.0 AMMENDMENT

The parties by mutual consent and for as long as it is within the purview of law, may, add, delete, modify, and/or amend any part of this Agreement.

11.0 EFFECTIVITY

This Agreement shall enter into force upon signing by the parties hereof and shall remain effective for a period of three (3) years, unless sooner terminated or revoked by mutual agreement of both parties upon determination that the objective aimed to be achieved by the project could not be reasonably obtained or that said results do not justify further collaboration.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement this _____ day of _____ 2022 at Tacloban City, Leyte.

DEPARTMENT OF SCIENCE AND EASTERN VISAYAS STATE
TECHNOLOGY- VIII UNIVERSITY



ERNESTO M. GRANADA
Regional Director




DENNIS C. DE PAZ
President

SIGNED IN THE PRESENCE OF:



MARILYN O. RADAM
ARD – Technical Operations



BENEDICTO T. MILITANTE, JR.
Vice President for RDExS

Certified Funds Available:



ROGEN VINCENT R. TOBIAS
Accountant III

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Leyte) S.S.
City of Tacloban)

BEFORE ME, a Notary Public, on this 21st day of June, 2022 for the City of Tacloban, personal appeared **ERNESTO M. GRANADA** and **DENNIS C. DE PAZ**, who acknowledge to me the authenticity and due execution of the foregoing document and who avow under the PENALTY OF LAW, to truth of the contents of the foregoing document and further acknowledged to me that the same is their free act and voluntary deed.

I hereby certify the affiants had been identified by the undersigned Notary Public through Competent Evidence of Identity as follows:

<u>Name</u>	<u>Competent Evidence of Identity</u>
DENNIS C. DE PAZ	T.I.N. 172-660-446
ERNESTO M. GRANADA	T.I.N. 158-720-766

which bears their picture and signature and basing on the same, their picture appearing thereon is one and the same signature on this document.

WITNESS MY HAND AND SEAL.

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Series of 2022

ATTY ROCELIO P. GULA
NOTARY PUBLIC
NCNO: 2021-04-06
UNTIL DECEMBER 31, 2022
ATTORNEY'S ROLL NO. 48025
RD LIFE MEMBER NO. 0742
RTR NO. 518541E