

## MEMORANDUM OF AGREEMENT

### KNOW ALL PERSONS BY THESE PRESENTS

This Memorandum of Agreement (hereinafter, the "Agreement") is made and entered into this JAN 16 2024 day of 2024 by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY**, the country's premier socioeconomic planning body, existing by virtue of Executive Order No. 230, s. 1987, otherwise known as the Reorganization Act of the National Economic and Development Authority, with principal address at 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City 1605, represented herein by its Undersecretary for Policy and Planning, **ROSEMARIE G. EDILLON**; and hereinafter referred to as **NEDA**;

and

The **EASTERN VISAYAS STATE UNIVERSITY**, an educational institution in the Eastern Visayas region that provides advanced education, higher technological and professional instruction by the virtue of Republic Act 9311 of 2004 with principal office at Arch. Lino R. Gonzaga Avenue, Tacloban City, Philippines 6500, represented herein by its University President, **DENNIS C. DE PAZ** and hereinafter referred to as **EVSU**;

### WITNESSETH:

**WHEREAS**, Section 2 of Republic Act (RA) No. 11293, otherwise known as the Philippine Innovation Act, declares the policy of the State to foster innovation as a vital component of national development and sustainable economic growth. Section 3 (f) of the same law defines innovation as the creation of new ideas that results in the development of new or improved policies, products, processes, or services which are then spread or transferred across the market;

**WHEREAS**, the National Innovation Council (NIC) administers the Innovation Fund including an initial amount of One Billion Pesos (PHP1,000,000,000.00), and such funds necessary for its continuous and effective implementation that shall be included in the annual General Appropriations Act (GAA);

**WHEREAS**, for the effective implementation of RA No. 11293, Special Provision (SP) No. 5 on Grants for Innovation Programs, Activities, and Projects of the NEDA - Office of the Secretary (OSEC) under RA No. 11936 or the Fiscal Year (FY) 2023 GAA, authorized the appropriation of an amount of One Hundred Million Pesos (PHP100,000,000.00) to be used for the issuance of grants for innovation programs, activities, and projects in accordance with RA No. 11293;

**WHEREAS**, the NEDA-DBM Joint Memorandum Circular (JMC) No. 2023-01 provides the rules and regulations for the release and utilization of the funds appropriated for grants for innovation programs, activities, and projects, pursuant to SP No. 5, NEDA-OSEC, under the FY 2023 GAA. It applies to innovation grants for programs, activities, and projects that work on promoting and implementing all potential types and sources of innovation proposed by an agency of the government, subject to existing budget, accounting, and auditing rules and regulations;

BENARD NINO Q. MEMBERIE  
Director, Eastern Visayas  
Food Innovation Center

DENIS C. DE PAZ  
University President, EVSU

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ROSEMARIE G. EDILLON  
Undersecretary, Policy and Planning Group, NEDA

**WHEREAS**, item 4.3 of the NEDA-DBM JMC No. 2023-01 defines innovation grants as non-repayable transfers to implementing entities for particular innovation programs, activities, and projects;

**WHEREAS**, the EASTERN VISAYAS STATE UNIVERSITY, an educational institution in the Eastern Visayas region that provides advanced education, higher technological and professional instruction by the virtue of Republic Act 9311 of 2004, an agency of the government eligible to submit a proposal for innovation grants under item 5.0 of the NEDA-DBM JMC No. 2023-01, proposed the TABU: A Mobile Application as an E-Commerce Tool for the Agriculture Industry in Eastern Visayas for the farmers, MSMEs, government agencies, and LGUs of the region, and requested funding support from the NIC;

**WHEREAS**, the proposal showcased innovative solutions and transformative activities that can significantly unlock new opportunities towards national development and sustainable economic growth;

**WHEREAS**, pursuant to item 10.2.1 of NEDA-DBM JMC No. 2023-01, the NEDA Regional Directors, Technical Evaluation Panels (TEPs), and the NIC Secretariat, screened, rated, ranked, and submitted the evaluation of the proposal to the NIC Executive Director. In turn, the NIC Executive Director revalidated and endorsed the proposal to the NIC-Executive Technical Board (NIC-ETB);

**WHEREAS**, the NIC-ETB approved the proposal for funding support to be charged against the Innovation Fund;

**WHEREAS**, pursuant to item 10.4.2 of NEDA-DBM JMC No. 2023-01, the transfer of grant funds shall be in accordance with the terms of this Agreement executed between NEDA and the Grant Recipient;

**NOW, THEREFORE**, for and in consideration of the foregoing, as well as the terms and conditions herein stipulated, the Parties hereby agree as follows:

## **Section 1. RELATED DOCUMENTS**

The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement:

1. Form 1 – Grant application form;
2. Form 2 – Summary of previous innovation-related program/activity/project;
3. Form 3 – Approved project's work and financial plan;
4. Form 4 – Approved project line-item budget;
5. Undertaking;
6. Technical drawing/s and other supporting documents (if applicable); and
7. Duly accomplished monitoring and evaluation arrangement, indicating a risk management plan.

## **Section 2. OBLIGATIONS OF THE GRANT RECIPIENT**

1. Implement the project and perform all activities in accordance with this Agreement, the related documents, as approved, and the applicable laws, rules and regulations, and issuances.



2. Comply with all laws, ordinances and regulations relevant to the implementation of the project and the performance of this Agreement. The Grant Recipient shall secure all necessary permits, licenses, contracts, and approvals for the implementation of the project.
3. a. Secure prior concurrence from the NIC-ETB Chairperson, in writing, on modifications in the budget or utilization of funds in the course of implementation and as the need demands;  
 b. Secure prior concurrence from the NIC Secretariat, in writing, on any modification in the implementation, as well as any action that deviates from the approved implementation plan, any time after the approval of the project proposal but no later than one (1) month before the end of the project duration. The Grant Recipient is allowed only a maximum of two (2) requests for modification.
4. Comply with all applicable laws, rules and regulations, issuances and guidelines in the grant, utilization and liquidation of funds received, and accounting, financial, budget, and reporting requirements.
5. Issue its official receipt under the complete and official name of the **National Economic and Development Authority (NEDA)** in acknowledgment of funds received.
6. Keep an accounting of the grant in conformity with the International Public Sector Accounting Standards and generally accepted state accounting principles. The Grant Recipient shall maintain a separate book of accounts or a sub-account under the regular agency fund exclusively for the innovation grant supported by receipts/documents; and shall maintain a subsidiary ledger of funds received from NEDA and deposited in the Grant Recipient's bank account. All records shall be made available for inspection and verification by personnel of the NIC Secretariat or auditor of the Commission on Audit (COA).
7. Be directly responsible for hiring, supervising and facilitating the release of the payment for services rendered by the personnel hired on a contract basis which contract shall not exceed beyond the approved project duration.
  - a. The Grant Recipient shall withhold the tax due from the payment of services rendered by project personnel. For this purpose, the Grant Recipient shall be responsible for all applicable taxes and duties and its remittances to the local Bureau of Internal Revenue.
  - b. The Grant Recipient shall exercise complete, exclusive, and direct supervision and control over all its hired personnel. The Grant Recipient affirms that the project personnel hired by the Grant Recipient shall have no employer-employee relationship with NEDA or the NIC.
8. Assign a plantilla personnel as a focal to closely coordinate with the NIC Secretariat for the implementation, monitoring, and assessment of the project through letters, electronic mail, phone calls, or instant messaging applications, attend consultations, conferences, and other meetings, if necessary. The Grant Recipient shall promptly inform the NIC Secretariat of any change of the focal assigned to the project.
9. Assign the focal to provide the NIC Secretariat with updates, stories, photos, press releases, announcements, or reports, if available, and acknowledge the NIC in all informational materials, such as but not limited to: tarpaulins, posters, videos, online posts, and publications related to the project.
10. Authorize the NIC Secretariat to include the information on the project details and outputs, whether partially or entirely, in the NIC website and database and for use in the NIC's

**BERNARD N. Q. MEMBRERE**  
 Director, Eastern Visayas  
 Food Innovation Center

**DIANE GAB L. MAHARIAN**  
 Director IV, NEDA Innovation Staff

**DENNY C. DE PAZ**  
 University President, EVSU

**ROSEMARIE G. EDILLO**  
 Undersecretary, Policy and Planning Group, NEDA

promotional efforts, reports, and other collateral materials as the NIC Secretariat deems necessary per Section 17 of RA No. 11293.

11. Send representatives to participate or attend other NIC-related events and activities, as deemed necessary.
12. Adopt measures to ensure the safety and security of all participants in the implementation of the project.
13. Cooperate with the field validation conducted by the NIC Secretariat for the purpose of monitoring and evaluation of the project.
14. Submit the physical and financial accomplishment, and terminal reports as indicated in Section 5 of this Agreement.
15. Return any/all unexpended balance or unused funds of the project to the National Treasury upon pre-termination or completion of the project within forty-five (45) but not more than sixty (60) calendar days, pursuant to Executive Order No. 338, s. 1996.
16. Disclose full information to the NIC Secretariat in case the project results are published or presented in various fora, seminars, and meetings.

### Section 3. OBLIGATIONS OF NEDA

1. Facilitate the transfer of **THREE MILLION FIVE HUNDRED EIGHTY-FIVE THOUSAND AND NINE HUNDRED TWO PESOS AND SIXTY-EIGHT CENTAVO ONLY (PHP 3,585,902.68)** representing the approved fund amount in full to the Grant Recipient, in compliance with the government's existing rules and regulations. NEDA shall handle the preparation of the obligation request and status, and disbursement voucher for the inter-agency fund transfer in accordance with this Agreement.
2. Transfer the fund to the Grant Recipient through the List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA) with the following procedure, whichever applies:
  - a. NEDA, through its servicing Land Bank of the Philippines (LBP), shall transfer the fund to the Bureau of the Treasury's (BTr) LBP clearing account for inter-agency transfer of fund (IATF) with the following details:
    - i. Account Name: BTr – Inter-Agency Transfer of Fund
    - ii. Account Number: 3402-2844-38
    - iii. NCO Code: LD9999
    - iv. Trust Fund Account:  
Development Bank of the Philippines  
Account Name: EVSU TRUST FUND  
Account No.: 00-0-00090-775-3

NEDA shall furnish the Grant Recipient a copy of the LBP-validated LDDAP-ADA. After securing the LBP-validated LDDAP-ADA, the Grant Recipient shall request a Certification of Deposit from the BTr National Capital Region District I. Upon issuance of the Certification of Deposit, the Grant Recipient shall request for a Notice of Cash Allocation (NCA) at DBM.



- b. NEDA, through its servicing LBP, shall transfer the funds directly to its authorized trust account. Applicable inter-bank service fees shall be deducted from the approved fund for transfer of the program, activity, and project.
3. Review and act on the requests for modification of the project under Section 2.3 hereof within seven (7) days from receipt of the request.
4. Monitor Grant Recipient's compliance with the grant conditions through regular reports on project implementation; conduct due diligence on proper documentation; and implement other mechanisms for monitoring that the NIC Secretariat deems necessary to ensure said compliance.
5. Conduct monitoring and field validation in coordination with the Grant Recipient whenever necessary to identify problems, solutions, and remedial actions in ensuring the efficient, timely, and smooth implementation of the approved project and the attainment of set objectives and targets.
6. Support the Grant Recipient in the implementation of the project through initiatives such as providing linkages to other innovation partners, promoting the project through various media platforms, and sharing research and data within NEDA without prejudice to the proprietary or confidential nature of the information.
7. Assign counterpart officer from the NIC Secretariat and/or the relevant NEDA Regional Office to assist and coordinate with the focal on a regular basis for the processing of project documents and submission of progress reports.

  
EDWARD NINO, MEMBRE  
Director, Eastern Visayas  
Food Innovation Center

#### Section 4. LIMITATIONS OF THE GRANT

1. Pursuant to item 9 of the COA Circular No. 1994-013,<sup>1</sup> the Grant Recipient shall not utilize the grant for the payment of additional compensation to employees in the form of allowances, incentive pay, bonuses, honorarium, or other forms of additional compensation, except as may be authorized by law or existing regulations, nor shall use the grant to create new positions, augment salaries of regular personnel or purchase motor vehicles without prior approval of the Office of the President.
2. The grant shall not be used for any form of investment, including but not limited to, money market placements, time deposit, purchase of real property, or any other form of financial investment. The use of the grant shall only be limited to the approved project it presented to the NIC.
3. The Grant Recipient is prohibited from transferring the funds received through 2023 Innovation Grants, to any intermediary or beneficiary, whether public or private institution, for any purpose not intended nor outlined in the approved work plan.
4. The Grant Recipient is prohibited to affix, or cause to affix, the name, visage, appearance, signature, or other analogous images of any public official, whether elected or appointed, on all programs/projects or corresponding signage funded through the innovation grant.

  
JANE GAIL L. MAHARJAN  
Director IV, NEDA Innovation Staff

  
DENNIS C. DEPAZ  
University President, EVSU

  
ROSEMARIE G. EDILLON  
Undersecretary, Policy and Planning Group, NEDA

#### Section 5. TECHNICAL AND FINANCIAL MONITORING

1. The Grant Recipient shall submit the following reports to the NIC Secretariat on the indicated timelines:

<sup>1</sup> Rules and Regulations in the Grant, Utilization and Liquidation of Funds Transferred to Implementing Agencies.

Report	Timeline
1. Physical Accomplishment Report	Every end of the quarter during implementation
2. Financial Accomplishment or Liquidation Report stamped "received" by COA and supporting documents	Every end of the quarter during implementation
3. Copy of Report of Checks Issued/Report of Advice to Debit Account Issued and/or Report of Cash Disbursements	Within ten (10) days after the end of each month
4. Terminal Report and supporting documents	Not later than six (6) months after end of implementation of the program, activity, and project

- Pursuant to item 4.6 of the COA Circular No. 1994-013, within ten (10) days after the end of each month or end of the agreed period for the project, the Grant Recipient shall submit the report of checks issued and the report of disbursement to report the utilization of the funds. Only actual program, activity, and project expenses shall be reported. The reports shall be approved by the head of the Grant Recipient or his/her authorized representative.
- Pursuant to COA-DBM Joint Circular (JC) No. 2019-1,<sup>2</sup> NEDA and the Grant Recipient are required to regularly submit accountability reports to the DBM and COA in compliance with pertinent sections of the annual GAA, if applicable.

The Parties shall use the reporting forms for monitoring the transferred funds and to track the utilization status of trust receipts prescribed under the COA-DBM JC No. 2019-1. The Parties shall submit these documents in the Unified Reporting System, within 30 days after the end of each quarter:

- For the NEDA: Financial accountability report (FAR) No. 1-C (Statement of obligations, disbursements, liquidation and balances for inter-agency fund transfers); and
- For the Grant Recipient: FAR No. 6 (Statement of approved budget, utilization, disbursement and balances for trust receipts).

The Grant Recipient shall submit to the NEDA a copy of its accountability reports and supporting documents submitted to DBM and COA.

In the event that the implementation of the project or a portion, segment, or part of such requires procurement, the Grant Recipient shall comply with RA No. 9184, otherwise known as the Government Procurement Reform Act, as amended, and its revised Implementing Rules and Regulations (IRR).

## Section 6. OWNERSHIP OF ASSETS PURCHASED USING THE PROGRAM, ACTIVITY, AND PROJECT FUND

- The Grant Recipient shall own all the assets purchased using the program/project fund and shall maintain proper care, recording, and accounting thereof.

<sup>2</sup> Updated Guidelines relative to Budget and Financial Accountability Reports (BFARs) starting FY 2019.



2. The Property Officer/s of NEDA and the Grant Recipient shall establish a complete and centralized file of records of all equipment procured through NEDA-assisted programs/projects which shall include the following: agency name, location of equipment, project title, current custodian or end-user accountable for the equipment, equipment purchased with description/specification, date of acquisition, property number, and acquisition/actual cost.
3. The Grant Recipient shall use the procured equipment and capital outlay, expressly stipulated in the approved line-item budget for the project or other innovation-related programs/projects thereof.
4. NEDA and/or its designated third party shall have the right to conduct an inspection, physical inventory of the assets and review the records of such assets whenever necessary, during and after the implementation period of the project.
5. In the event of termination of this Agreement under any of the grounds specified in Section 11, the NEDA reserves the right to demand the return of the assets within one (1) month from the issuance of decision to terminate this Agreement.

#### **Section 7. IMPLEMENTATION OF THE PROJECT**

1. The Grant Recipient may implement the project for a period not exceeding one (1) year from the date of signing this Agreement.
2. Any unsettled financial transactions beyond 31 December 2024 shall be for the own account of the Grant Recipient.

#### **Section 8. CONFIDENTIAL INFORMATION AND DATA PRIVACY**

1. Any confidential information disclosed to or obtained by, whether in writing, orally or by any other means, a party from the other party shall be held in strict confidence by the receiving party, unless the disclosing party gives its consent thereto in writing or the disclosure of such confidential information is required by the law.
2. The receiving party shall maintain the confidential information of the disclosing party in confidence and shall provide adequate protection against unauthorized disclosure, copying or use. The receiving party shall ensure that disclosure of such confidential information is restricted to those persons who need to know the same for purposes of performing its obligations under this Agreement. Copies or reproductions shall not be made except to the extent reasonably necessary for such purpose and all copies made shall be the property of the disclosing party.
3. The obligations under the confidentiality clause shall survive the termination of this Agreement.
4. The Parties shall, in the performance of their obligations, process personal data in accordance with the provisions of RA No. 10173, otherwise known as the Data Privacy Act of 2012, and other applicable laws and issuances. Each Party agrees to indemnify and hold the other Party free and harmless from any claim, suit or demand, of whatever nature, arising from or in connection with the breach of this provision.

#### **Section 9. INTELLECTUAL PROPERTY**

1. The Parties shall retain ownership of their respective intellectual property. Nothing in this Agreement shall be construed or interpreted to assign or transfer any right, title or interest to said intellectual property.
2. All intellectual properties produced and/or used in the course of the implementation of this Agreement shall be subject to RA No. 8293, otherwise known as the Intellectual Property Code of the Philippines, as amended, and its IRR, the applicable provisions of the Civil Code of the Philippines, and other relevant laws such as but not limited to RA No. 9168, otherwise known as the Philippine Plant Variety Protection Act of 2002, RA No. 8792, otherwise known as the Electronic Commerce Act, RA No. 10055, otherwise known as the Philippine Technology Transfer Act of 2009, and RA No. 8371, otherwise known as the Indigenous Peoples' Rights Act of 1997.

#### Section 10. LIMITATIONS ON LIABILITY AND INDEMNITY

1. The Grant Recipient shall assume, during and consequent upon the performance of this Agreement, all risk and liabilities (1) for any injury, loss or damage, including death, which may be suffered by project personnel hired by the Grant Recipient, (2) for any injury, loss or damage, including death, which may be suffered by a third-party arising from or in connection with the acts or omission, fault or negligence, of the Grant Recipient, its officers, employees, agents and representatives, including its project personnel hired, and (3) for any and all fines, penalties, and damages by reason of any act or omission by the Grant Recipient found to be in violation of any laws, ordinances or regulations, and any contractual breaches against any third party in connection with the implementation of this Agreement.
2. The Grant Recipient shall indemnify and hold NEDA and the NIC, their officers, directors, employees and agents, free and harmless against any and all claims or liabilities, fines, penalties, and damages which NEDA and the NIC may incur by reason of any of the events under this provision.

#### Section 11. TERMINATION

1. NEDA, in consultation with the NIC-ETB, may terminate this Agreement on the following grounds:
  - a. Any material misrepresentation, forgery, falsification, and nondisclosure or omission of any material facts by the Grant Recipient in its grant application requirements or in any and all submission and supporting documents submitted to NEDA and NIC.
  - b. Violation of any provision or any incomplete or mistaken performance of any of its obligation under this Agreement and under any applicable law, rules and regulations, and issuances in relation to its implementation of the project.
  - c. Non-compliance or late submission of requirements by the Grant Recipient.
  - d. Receipt of written request from the Grant Recipient to terminate the Agreement due to a fortuitous event or force majeure.
2. In the event of termination of this Agreement under Section 11.1.a, NEDA shall provide the Grant Recipient a written notice of termination stating the ground for such and the expected date of termination. The Grant Recipient shall be given five (5) days from receipt of the written notice of termination to file a verified reply. Thereafter, NEDA, in consultation with the NIC-ETB, shall decide on the termination and notify in writing the Grant Recipient of such decision within fifteen (15) days from receipt of the verified reply. In case the Grant Recipient fails to submit a verified reply within the specified period, NEDA shall serve the Grant Recipient a written notice of immediate termination of this Agreement.

REYNARD NINO Q. MEMBREBE  
Director, Eastern Visayas  
Food Innovation Center

DIANE GARCIA MAHARIAN  
Director IV - NEDA Innovation Staff

DENNIS C. DE PAZ  
University President, EVSU

ROSE MARIE G. EMBLON  
Under Secretary, Policy and Planning Group, NEDA



3. In addition to the recourse provided under Section 6.5 of this Agreement, the Grant Recipient shall, without the need of demand, return to the National Treasury all amounts disbursed by NEDA but not utilized by the Grant Recipient in accordance with the pertinent provisions of COA Circular No. 1994-013.
4. In the event of termination of this Agreement on the basis of Section 11.1.b and Section 11.1.c, NEDA shall provide the Grant Recipient a written demand to rectify or correct the violation or non-compliance, unless any law, rules and regulations, and issuances prohibit such, within fifteen (15) days from the date of receipt thereof. In case the Grant Recipient fails to rectify or correct the violation or non-compliance to the satisfaction of NEDA within the specified period, NEDA shall serve the Grant Recipient a written notice of immediate termination of this Agreement.

For termination under Section 11.1.d, NEDA shall serve a written notice of immediate termination of this Agreement to the Grant recipient after it has verified the fortuitous event or force majeure stated in the written request from the Grant Recipient in consultation with the NIC-ETB.

5. A termination of this Agreement, except if caused by fortuitous event or force majeure, shall be a ground for the NEDA through the NIC Secretariat to rate the Grant Recipient with the lowest rating in the competence criteria on the evaluation of proposals for the grant of the Innovation Fund or any equivalent issuance thereof, for any succeeding grant applications under RA No. 11293.

## Section 12. SEVERABILITY

This Agreement must not be in conflict with existing laws, legal orders, procedures or rules and regulations, otherwise the pertinent provision/s violating or conflicting with the same will be void. If any provision of this Agreement is held invalid or declared contrary to law, the validity of the other conditions or provisions shall not be affected.

## Section 13. AMENDMENT

Amendments shall only be made through a written instrument duly executed and signed by both Parties hereto and executed with the same formality as this Agreement.

## Section 14. GOVERNING LAW AND DISPUTE RESOLUTION

1. The validity, construction, enforcement, and interpretation of this Agreement, and all disputes arising out of or in connection with the same shall be governed by the laws of the Republic of the Philippines.
2. Any dispute arising out of this Agreement shall be settled amicably by the Parties between them or by agreeing to conciliation or mediation or any alternative means of dispute resolution.
3. Except for the right of NEDA to terminate the contract under Section 11 of this Agreement, all actions and controversies that may arise from this Agreement involving, but not limited to, demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to, mutual discussion. Should the dispute remain unresolved by the end of the aforementioned period, the parties may refer the case to arbitration pursuant to the Uniform Rules on Dispute Resolution under Presidential Decree No. 242, as amended, for

BENARD N. G. MEMBRE  
Director, Eastern Visayas  
Food Innovation Center

DIANE G. L. MAHARJAN  
Director, NEDA-Innovation Staff

BENIS C. DE PAZ  
University President, UVSU

ROSEMARIE G. DRILLON  
Undersecretary, Policy and Planning Group, NEDA

Government agencies and instrumentalities, and Government-owned or controlled corporations.

4. In the event any party to this Agreement commences any litigation, proceeding, or other legal action in connection to this Agreement, such litigation, proceeding, or other legal action shall be brought exclusively in a court of competent jurisdiction within Pasig City, in exclusion of all other courts.

#### **Section 15. EFFECTIVITY**

This Agreement shall take effect on the date of its execution, and shall remain effective until 31 December 2024, unless otherwise amended or terminated by any Party.


#### **Section 16. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any single counterpart or set of counterparts signed in either case by any of the Parties shall constitute a full and original agreement for all purposes.

**IN WITNESS WHEREOF**, the Parties have caused their respective representatives to execute this Agreement on the date set forth above.

**NATIONAL ECONOMIC AND  
DEVELOPMENT AUTHORITY**

By:

  
**ROSEMARIE G. EDILLON**

Undersecretary, Policy and Planning  
Group


**EASTERN VISAYAS STATE  
UNIVERSITY**

By:

  
**DENNIS C. DE PAZ**

University President

*Signed in the presence of:*

  
**DIANE GAIL L. MAHARJAN**

Director IV  
Innovation Staff

  
**BERNARD NIÑO Q. MEMBREBE**

Director, Eastern Visayas Food Innovation  
Center



## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )

) S.S

**PASIG CITY**

BEFORE ME, a Notary Public for and in the above-named jurisdiction, this **JAN 16 2024** day of \_\_\_\_\_ 2024, appeared the following:

Name	Valid government ID	ID no.	Valid until
ROSEMARIE G. EDILLON	NEDA ID	712469	N.A.
DENNIS C. DE PAZ	EVSU ID	D062695DC	N.A.

who are personally known to me, and /or have satisfactorily proven to me their respective identities through competent evidence, to be the same persons who executed the foregoing Memorandum of Agreement consisting of 11 pages including this page on which this Acknowledgement is written, duly signed by them and their instrumental witnesses and who acknowledged to me that the same is their respective free and voluntary act and deed and that of the corporation or agency they respectively represent.

WITNESS MY HAND AND SEAL on the date and at the place first written.

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Series of 2024.

**GAUDENCIO BARSOZA, JR.**  
NOTARY PUBLIC  
Cities of Pasig, San Juan and  
in the Municipality of Alabang, Metro Manila  
Until December 31, 2024  
PTR No. 01124691 / 01-02-2024 Pasig City  
IBP No. 325534 / 12-1-2023 For Year 2024/RSM  
Roll No. 41969  
MCLE Comp. V8-9026557 April 19, 2023  
No. 11, Unit J Fresmont Arcade Bldg.  
Shaw Blvd. Brgy. San Antonio, Pasig City  
Appointment No. 61 (2023-2024)

**BERNARDINO Q. MEYERRE**  
Director, Eastern Visayas  
Food Innovation Center

**DANTE G. L. MAHARJAN**  
Director IV, NEDA Innovation Bldg.

**DENNIS C. DE PAZ**  
University President, EVSU

**ROSEMARIE G. EDILLON**  
Undersecretary, Policy and Planning Group, NEDA