

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into by and among:

The **EASTERN VISAYAS STATE UNIVERSITY**, an institution duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Arch. Lino R. Gonzaga Avenue, Tacloban City, represented herein by its President, **DR. DENNIS C. DE PAZ**, and hereinafter referred to as **EVSU**;

The **METALS INDUSTRY RESEARCH AND DEVELOPMENT CENTER**, an attached agency of the Department of Science and Technology with principal office at the MIRDC Compound, Gen. Santos Avenue, Bicutan, Taguig City, Metro Manila, represented herein by its Executive Director, **ENGR. ROBERT O. DIZON**, and hereinafter referred to as **MIRDC**;

-and-

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY – VIII** with principal office at Government Center, Candahug, Palo, Leyte, represented herein by its Regional Director, **ENGR. ERNESTO M. GRANADA**, and hereinafter referred to as **DOST - VIII**;

WITNESSETH THAT:

WHEREAS, MIRDC is implementing the project entitled, "Establishment of Metals and Engineering Innovation Centers in Regions IV-A, IV-B, V, VI, VII, VIII, IX, XI, XII, and CARAGA," which aims to develop strong partnerships with regional academic institutions to promote innovation culture and to strengthen their capacity and capability in the field of metalworking to enhance the competitive advantage of the metals and engineering (M&E) industries;

WHEREAS, MIRDC will establish a Metals and Engineering Innovation Centers in the identified fields of expertise inside the campuses of partner universities for the conduct of research and development and develop and strengthen the capability of the manpower resource (students and faculty members) of the academe/universities;

WHEREAS, DOST – VIII is 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 people in Region VIII;

WHEREAS, EVSU reaffirms one of its goals to generate and disseminate appropriate knowledge and technologies that will promote sustainable resource development and its support in the promotion of Science and Technology in Region VIII;

WHEREAS, EVSU wishes to strengthen its research and extension services and widen its opportunities by renewing and reinforcing its partnership with the Department of Science and Technology and its attached agencies;

WHEREAS, EVSU, DOST - VIII, and MIRDC are willing to share their efforts and resources for the establishment of a Metals and Engineering Innovation Center (MEIC) inside the EVSU Main Campus to assist its stakeholders, including the local industries;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties herein agree as follows:

A. EVSU Rights and Obligations:

1. Organize a committee to formulate the policy, rules and guidelines for the operation of the EVSU-MEIC. The Committee shall compose of at least one (1) representative each from EVSU, DOST - VIII, and the local Metals & Engineering (M&E) organization or a similar business organization, if there is no organized M&E organization in the region;
2. Designate permanent personnel to serve as a focal person tasked to coordinate the activities for the establishment and operation of the EVSU-MEIC;
3. Provide the area for the establishment of a EVSU-MEIC and future related activities;
4. Provide the necessary resources for the required renovation of the EVSU-MEIC site, including provisions for the floor foundation, partition, and power sources according to the specifications required for the machine tools and other equipment; properly maintain and repair the EVSU-MEIC building;
5. Ensure the safekeeping and maintenance of the Machine tools and other equipment in its possession;
6. Shoulder all expenses incurred if the MEIC facility needs to be transferred to another location. Expenses include transport, handling, and re-installation of the acquired equipment, among others;
7. Promote the EVSU-MEIC, in general, and the utilization of the installed machine tools, in particular, to conduct research and development, consultancy, and technology transfer collaborations with the M&E firms, universities in their region, particularly those connected with the regional R&D consortia and other potential users in the Region;
8. Allow identified faculty-researcher personnel to undergo intensive training and immersion in machine design, fabrication, and other areas identified by the above-mentioned project;
9. Allow the identified faculty personnel to conduct research and development on identified areas with intellectual property rights, prototype units, processes, and/or technical paper as their deliverables;
10. Allow the trained faculty personnel to be engaged as a consultant by the DOST and local firms to address their requirements on R&D, fabrication, and other metals and engineering-related concerns;
11. Ensure that local companies will have the opportunity to adopt output technologies, e.g., innovative processes, new equipment and machineries design, part and components, and service innovations, of the MEIC for use in their respective businesses;

12. Establish the schedule of fees for the use of the facility for purposes of research, training, seminar or short-series machining and fabrication services conducted by and for external clients;
13. Submit counterpart proposals to Government Funding Agencies such as the Commission on Higher Education (CHED) to upgrade further the equipment capability of the MEIC; the Department of Agriculture (DA), and the Department of Science and Technology (DOST) to support and fund the conduct of other R&D projects that will be implemented using the facilities of MEIC after the end of the Project implementation;
14. Provide resources, whether financial or in-kind, to support the operation and sustainability of the EVSU-MEIC, which includes but not limited to the utilities, manpower, preventive and corrective maintenance, insurance, licenses and permits. Funding support will be sourced from the University's General Appropriations Act and Special Trust Fund, as approved by the University Board of Regent;
15. Manage financial proceeds from machine tool rental and time-sharing and fabrication services in accordance with auditing and accounting procedures and shall use the incidental income of the facility exclusively to support its operations;
16. Keep relevant records and provide MIRDC with monthly accomplishment reports and other information necessary to monitor the status of the EVSU-MEIC for three (3) years beginning from Project completion;
17. Allow MIRDC and DOST – VIII to use the EVSU-MEIC for promotion, training, techno-demo, and related activities for the M&E sector; and,
18. Acknowledge DOST, DOST - VIII, and MIRDC in promotional activities for the EVSU-MEIC.

B. MIRDC Rights and Obligations:

1. Provide EVSU the machines/equipment for the EVSU-MEIC listed in Annex A: Machines, Equipment, Tooling and Materials for EVSU-MEIC;
2. Designate a focal person to coordinate activities related to the renovation of the designated space, transport/delivery and commissioning of the machine tools from MIRDC, Bicutan, Taguig City to the EVSU-MEIC;
3. Identify technical personnel as a focal person who will assist in the installation, demonstration, operation and maintenance of the equipment following delivery to the MEIC established at EVSU;
4. Provide technical assistance, promotional activities, and consultancy services at no cost for the duration of the project to ensure effective operation and utilization of the EVSU-MEIC facility;
5. Implement relevant training and seminar requirements of EVSU faculty as listed in Annex B: Identified Training and Seminars for EVSU Faculty and other training and

seminars as the need arises. Cost and related expenses will be charged to project funds;

6. Provide funding support to the two (2) R&D projects to be implemented by the EVSU in Years 2 to 3 as part of project deliverables;
7. Recommend policy, rules and guidelines in the operation of the EVSU-MEIC; and,
8. Facilitate the transfer of ownership of the machine tools, equipment, toolings and accessories from DOST (funding agency) to EVSU after the end of project implementation.

C. DOST – VIII Rights and Obligations:

1. Monitor the safekeeping and maintenance of the machine tools, equipment, toolings and accessories assigned to EVSU-MEIC;
2. Designate a focal person to coordinate activities related to the renovation of the designated space, transport/delivery and commissioning of the machine tools;
3. Provide appropriate resources/counterpart, whether financial or in-kind, for the successful operation of the EVSU-MEIC;
4. Facilitate the submission of monthly accomplishment reports and other information necessary to monitor the status, accomplishments and utilization of the EVSU-MEIC;
5. Assist in the identification and provide necessary resources, if available, on the training/seminar programs and other activities related to the research and development activities in the Region; and,
6. Assist in the promotion of the EVSU-MEIC to potential users/ beneficiaries.

D. OTHER PROVISIONS

1. The Parties acknowledge that confidential information may be acquired during the existence of this Agreement. Thus, neither party/ies shall, without the written consent of the other, disclose any nor all parts of the confidential information acquired by the parties to any person, including any third party or employees of the parties, unless such persons are required to have knowledge to such confidential information for the parties to achieve their mutual purposes in accordance with the Data Privacy Act of 2012.
2. Any changes, modifications, and alterations on any of the foregoing provisions of this Agreement shall be made only upon mutual consultation and agreement of all Parties;
3. This Agreement shall be effective for three (3) years from the date of signing without prejudice for further extension upon mutual agreement;
4. The Parties may terminate this Agreement if any of the Party violates any provisions of this Agreement and fails to resolve such violation within 15 days after it has been

served notice thereof. Provided further, that a 30-day prior notice of termination in writing shall be served on the Party-in-default.

- 5. All disputes, controversies, or claims arising from the interpretation and application of this Agreement shall be administratively settled or adjudicated in the manner provided for under Chapter 14, Book IV of the Executive Order No. 292 or the Revised Administrative Code of 1987.
- 6. Neither party shall be considered liable nor shall damages on either side be incurred in case this Agreement will be discontinued on account of force majeure, or as a result of a government policy.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this _____ day of _____, _____ at _____.

**EASTERN VISAYAS STATE
UNIVERSITY**

By:

**METALS INDUSTRY RESEARCH
AND DEVELOPMENT CENTER**

By:

DR. DENNIS C. DE PAZ
President

ROBERT O. DIZON
Executive Director

**DEPARTMENT OF SCIENCE AND
TECHNOLOGY – VIII**

By:

ENGR. ERNESTO M. GRANADA
Regional Director

Witnessed by:

DR. PEARL APHRODITE B. CARNICE
Director, Research & Development,
EVSU

MA. GIRLIE M. MILLO
MEIC Batch 2 Project Leader and
Supervising Science Research
Specialist, TDD-TABDS, MIRDC

DR. ANALYN C. ESPAÑO
Vice-President for Research &
Development and Extension Services,
EVSU

Witness for DOST VIII

Annex 1
MACHINES, EQUIPMENT, TOOLING AND MATERIALS FOR EVSU-MEIC

No.	EQUIPMENT	QUANTITY
1	Desktop Computer Workstation	2 sets
2	CAD/CAE software	2 units
3	Hydraulic Shearing Machine - ≥6mm cutting thickness x 2500mm length	1 unit
4	Hydraulic Press Brake - ≥6mm cutting thickness x 2500mm length	1 unit
5	Sheet Metal Roller - ≥6mm rolling thickness x 2500mm length	1 unit
6	Plasma Cutting Machine (Gantry Type) - ≥ 12mm (piercing thickness) by 1500x3000mm working table	1 unit
7	TIG Welding Machine - ≥ 250 Amps	1 unit
8	MIG Welding Machine - ≥ 250 Amps	1 unit
9	Horizontal Bandsaw - ≥ 180mm cutting dia.	1 unit
10	Electric hoist (2 ton)	1 unit
11	Various Electric/Hand Tools	1 lot
12	Various Measuring Tools	1 lot

Annex 2
IDENTIFIED TRAINING AND SEMINARS FOR EVSU FACULTY

1. Machine Design and Engineering Principles
 - 1.1. Dimensional Metrology
 - 1.2. Fundamentals of Technical Drawing
 - 1.3. Applications of Computer-Aided Design using CAD/CAE software
 - 1.4. Material Selection and Identification
 - 1.5. Value Analysis and Value Engineering
2. Metal Fabrication and Welding Processes
 - 2.1. Shielded Metal Arc Welding (SMAW)
 - 2.2. Gas Tungsten Arc Welding (TIG)
 - 2.3. Gas Metal Arc Welding (MIG)
 - 2.4. Principles of Metal Fabrication
3. Design and Innovation Thinking Process (Master Class Session)
 - 3.1. Customer Discovery Process
 - 3.2. Ideation Process
4. Machine Design and Engineering Principles
 - 4.1. Design for Manufacturing (Overview of Conventional and Advance Manufacturing Techniques)
 - 4.2. Design and Product Development Process
 - 4.3. Principles of Automation (PLC Programming and SCADA)
5. Surface Engineering Techniques
 - 5.1. Heat Treatment of Steels
 - 5.2. Electroplating Processes
6. Machine Shop Operations
 - 6.1. Turning Operations
 - 6.2. Milling Operations
 - 6.3. CNC Turning & Milling Programming and Operations
7. Review Classes leading to NC/COC

ACKNOWLEDGMENT

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

Before me Notary Public for and in the TAGUIG CITY this
 day of FEB 06 2024 2023, personally appeared:

<u>NAME</u>	<u>I.D. NO.</u>	<u>DATE/PLACE ISSUED</u>
<u>ROBERT O. DIZON</u>	<u>P4453911B</u>	<u>20 JAN 2020</u>
<u>DR. DENNIS C. DE PAZ</u>	<u> </u>	<u> </u>
<u>ENGR. ERNESTO M. GRANADA</u>	<u> </u>	<u> </u>

all known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and deed as well as of the institution they represent.

This instrument refers to the Memorandum of Agreement consisting of **8 (8)** pages including this page and annexes attached hereto, signed by the parties and their witnesses on each and every page and sealed with my notarial seal.

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

Doc No. 99
Page No. 21
Page No. XXV
Series of 2023

RACHEL ~~YAN~~ HAYA W. COPANUT-PANGWI
NOTARY PUBLIC UNTIL Dec. 31, 2025/TAGUIG CITY
Not. Com. Appt. No. 29 (2024-2025)
2/F, Pacura Bldg. 427 MLQ. St., Lower Bicutan, Taguig City
PTR No. A-6089421/1-3-2024, Taguig City
IBP O.R. No. 327805-12/13/2023, RSM
MCLE Comp. No. VII-0007104/11-22-2021
ROLL No. 61627