

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 Region VIII** and the **GRANTOR** with principal office at Government Center, Candahug, Palo, Leyte, and represented in this Agreement by the DOST Undersecretary for Regional Operations, **HON. SANCHO A. MABBORANG**; and

The **EASTERN VISAYAS STATE UNIVERSITY**, hereinafter referred to as **EVSU** and the **GRANTEE** with principal office at Archbishop Lino R. Gonzaga Avenue, and represented in this Agreement by its President, **Dr. DENNIS C. DE PAZ**.

WITNESSETH THAT

WHEREAS, DOST Region 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;

WHEREAS, DOST Region VIII's vision is to be the "leading enabler and provider of science, technology, and innovation (STI) - explicit solutions towards national development" in the region;

WHEREAS, DOST Region VIII's implements science, technology and innovation- based programs, projects and activities (PPAs) on Disaster Risk Reduction and Management (DRRM) in the region, in collaboration with various institutions including State Universities and Colleges (SUCs) through its Grants-In-Aid (GIA) program;

WHEREAS, DOST Region VIII through its Grant-in-Aid (GIA) Program, provides financial support in the implementation of Science, Technology and Innovation interventions in Region VIII;

WHEREAS, EVSU is one of the leading SUCs in the region in instruction, research and development, and extension (RDE);

WHEREAS, one of the EVSU's priority RDE programs, projects and activities (PPAs) is on Disaster Risk Reduction and Management (DRRM), which is a core area of its Learning Institute for Environment (LIFE), as an RDE arm of the university;

WHEREAS, EVSU aims to strengthen its RDE initiatives on DRRM in the province of Leyte through establishing networks and collaborations with various agencies in the region such as the DOST Region VIII;

WHEREAS, the EVSU as the proponent commits the counterpart funds indicated in the proposal and in the Line-Item-Budget (LIB) for the implementation of the project;

WHEREAS, the EVSU thru its LIFE and DRRM Unit, in collaboration with the other Faculty/Colleges/Departments in the University, will manage and implement the project;

WHEREAS, the DOST Region VIII and EVSU pledge to extend their full cooperation for the effective and efficient implementation of the aforesaid project.

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

I. PROJECT TITLE:

The project is entitled **"Application of Science, Technology and Innovation for the Enhancement of Disaster Risk Reduction and Management in Region 8"**

II. OBJECTIVES:

The project's objectives revolve around the acquisition and deployment of cutting-edge technologies, coupled with a strong emphasis on community empowerment through education and strategic infrastructure acquisition. These objectives collectively aim to create a resilient and responsive framework for disaster risk reduction and management in Region 8. Specifically, the project aims to:

1. Deploy a State-of-the-Art Mobile Command and Control Vehicle (MoCCoV). One of the primary goals of this project is to acquire and deploy a cutting-edge Mobile Command and Control Vehicle (MoCCoV), equipped with state-of-the-art technologies equipped such as communication and surveillance equipment, medical and triaging system, rescue equipment, among others. This equipment (MoCCoV) will serve as a central hub for crisis management, ensuring swift decision-making and efficient coordination during disaster scenarios.
2. Conduct Capacity Building through Information, Education, and Communication (IEC). A key objective is to enhance disaster resilience at the grassroots level. This will be achieved through targeted Information, Education, and Communication (IEC) initiatives. These activities will focus on empowering Local Government Units (LGUs) and communities with the knowledge and skills needed to prepare for, respond to, and recover from natural disasters. Training and/or seminars will cover innovative technologies, hazard understanding, and effective communication strategies.
3. Strengthen Research and Development for Disaster Risk Reduction and Management. Strengthening research and development (R&D) endeavors within the domain of disaster risk reduction and management (DRRM) is essential for enhancing community resilience and mitigating the escalating risks associated with natural calamities. The R&D initiatives encompass various aspects such as hazard mapping, early warning systems, resilient infrastructure design, community-based adaptation strategies, and disaster response technologies. By adopting a proactive stance towards R&D in DRRM, this endeavor aims to facilitate the development of sustainable solutions that safeguard lives, preserve livelihoods, and reinforce societal resilience against the persistent threat of natural hazards.

III. OPERATION OF THE PROJECT

The following are the responsibilities of the parties involved:

a. The DOST Region VIII shall:

1. Grant the amount of Eighteen Million Three Hundred Sixty-Seven Thousand Pesos (Php 18,367,000.00) to EVSU as support funds for the implementation of the project titled "Application of Science, Technology and Innovation for the Enhancement of Disaster Risk Reduction and Management in Region 8";
2. Coordinate with EVSU Main Campus for the implementation of the

deliverables as per attached project proposal, line-item-budget and work plan;

4. Participate in the management, planning, technical advisory and field visits; and
5. Monitor and evaluate the operations of the project.

b. The EVSU shall:

1. Allocate counterpart funds for the implementation and completion of the project;
2. Assign personnel/staff who will take charge in the successful implementation of the project;
3. Facilitate the procurement of various equipment, supplies and materials, among others in accordance with RA 9184 and its Revised IRR;
4. Submit the following reports to DOST – RO VIII:

a. For monitoring of the financial and progress of the project:

a.1. Quarterly (before the end of each quarter) whichever is applicable

- Executive Summary for the Quarterly Progress Report and Quarterly Progress Report;
- Quarterly Financial Report;
- List of Personnel involved
- List of Equipment Purchased (LED) with corresponding
- Property Acknowledgement Report (PAR)

a.2. Annually (before end of each quarter) whichever is applicable

- Executive Summary for the annual Progress Report;
- Annual Financial Report certified correct by the agency Accountant and approved by the head of Implementing Agency
- Schedule of Accounts Payable
- List of Personnel Involved
- Report of Income Interest Generated Earned (if applicable)
- Appraisal Assessment Form
- Reports of Checks Issued and Reports of Disbursements certified correct by the certified Public Accountant, approved by the Head of Implementing Agency (IA) and duly audited by the Auditor of the IA.
- Journal Entry Voucher (JEV) related to the equipment purchased

a.3. For requests for project's extension:

- Latest financial report;
- Proposed LIB;
- Workplan or activities for the extension period;
- Technical report; and
- Justification for Extension

a.4. For request for reprogramming of the project:

- Request letter duly signed by the Head of Agency;

- Endorsement /approval letter from the PSTO;
- Latest financial report; work plan; and
- Progress report (if additional funding and/or project extension is required).

5. Not to use the funds granted by DOST – RO VIII for money market placement, time deposit and other forms of investment not related to the project during the effectivity of the contract.

IV. GRANTOR's ASSISTANCE

The **DOST VIII** provides financial assistance to EVSU in the amount of Eighteen Million Three Hundred Sixty-Seven Thousand Pesos (Php 18,367,000.00) as support funds for the implementation of the project titled "Application of Science, Technology and Innovation for the Enhancement of Disaster Risk Reduction and Management in Region 8" as indicated in the Line-Item-Budget (Annex B) of the attached proposal. The project shall be financed in accordance with the existing DOST System Grants-In-Aid Guidelines and Conditions and subject to the existing accounting and auditing rules and procedures.

V. PROJECT DURATION

The project shall commence within two (2) months after the receipt of funds by the GRANTEE and shall be completed within the **period of one (1) year**, 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.

If the project will not be completed within the project duration, a request for extension shall be submitted two (2) month before the expected date of completion together with the latest financial report, Chronology of Events, Gantt chart of activities for the extension period, technical report/progress report, and formal letter request indicating the justification for extension. If request for extension involves the use of unexpended balance, such should be stated in the request. All reports shall follow approved DOST-GIA Forms. In any case, requests can only be implemented and become effective once approved by the GRANTOR.

VI. RELEASE OF FUNDS

Subject to the availability of funds, bonding requirements, accounting and auditing regulations, pertinent government policies and procedures released 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 and perfection of this Agreement subject to the availability of funds and the usual auditing and accounting procedures.

VII. AUDIT AND INSPECTION

The project being implemented by the GRANTEE shall be subjected to audit by the COA resident auditor, or its authorized representative. The activities, operation, books of accounts and records of the project shall be

auditor, whenever necessary.

VIII. PROJECT FACILITIES/ OPERATIONS

- a. The acquisition of equipment shall be ensured by the GRANTEE with the assistance and supervision of the GRANTOR on the basis of the implementing authority approved in this Agreement and the Line-Item-Budget for the purpose, subject to the pertinent accounting rules and regulations.
- b. The ownership of the equipment purchased through the grant funds shall be owned by the GRANTOR until transferred to the other projects or implementing institution/GRANTEE upon request and with approval from the GRANTOR. The GRANTOR reserves the right to transfer ownership of such government equipment through Property Transfer Report (PTR) or execution of Deed/s of Donation subject to existing government accounting and auditing laws, rules and regulations.

The GRANTOR represented by its DOST Undersecretary for Regional Operations, **ENGR. SANCHO A. MABBORANG** and the GRANTEE represented by its President, **Dr. DENNIS C. DE PAZ** should be primarily responsible for all properties pertaining to the project.

IX. FUNDS MANAGEMENT AND UTILIZATION

- a. The released financial grant from the GRANTOR shall be deposited in the name of the EVSU 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. Withdrawals from the account shall be made checks signed by least two (2) authorized signatories of the GRANTEE.
- c. The GRANTEE may request approval from the GRANTOR for the realignment of the Line-Item-Budget (LIB) at least two (2) months before project completion. The request should only be done for not more than three (3) times during the period of implementation, including the approved extension. The request shall be submitted together with the endorsement from DOST8/PSTO, latest financial report, proposed LIB, Work Plan and Progress Report using DOST-GIA approved forms. Any disbursement not in accordance with the approved LIB shall be disallowed.
- d. The project shall be terminated or revoked by either party based on the grounds such as force majeure, failure to liquidate or use the funds within the allowed period, change of project beneficiaries and location without approval of DOST-8.
- e. The GRANTEE shall return the whole amount of the financial assistance or unexpended balance to the GRANTOR in case when the project is terminated or as herein mentioned.

X. OTHER PROVISIONS

1. Either party reserves the right to terminate this agreement or discontinue the

may also discontinue the project or its assistance upon determining that the results which are obtained do not justify 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.

2. 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.
3. 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.

XI. EFFECTIVITY

This Agreement shall enter into force upon signing by the parties hereof and shall remain effective for a period of **One (1) year** 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 _____, 2024 at Tacloban City, Leyte.

**DEPARTMENT OF SCIENCE AND
TECHNOLOGY-VIII**

**EASTERN VISAYAS STATE
UNIVERSITY**

HON. SANCHE A. MABBORANG
DOST Usec. for Regional Operations

DR. DENNIS C. DE PAZ
University President

SIGNED IN THE PRESENCE OF

DR. JOHN GLENN D. OCAÑA
OIC – Office of the Regional Director

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

Certified Funds Available:

ROGEN VINCENT R. TOBIAS
Accountant III

REPUBLIC OF THE PHILIPPINES)
Tacloban City)

Before me, a Notary Public for and in the _____ Tacloban City
this 15th of June, 2024 personally appeared:

NAME	Competent Evidence of Identity
USEC. SANCHO A. MABBORANG	
DR. DENNIS C. DE PAZ	

All known to me are 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 Six (6) 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.

NOTARY PUBLIC

ATTY. ROGELIO P. GULA
NOTARY PUBLIC
NU NO. 2023-01-03
UNTIL DECEMBER 31, 2024
PTK No. 8420302
ATTORNEY'S ROLL #: 48023
IBP LIFETIME MEMBER #: 07689

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