

MEMORANDUM OF AGREEMENT
ON

“Project 3 (Project 1B). Strengthening the Intellectual Property and Technology Business Management (IPTBM) in Eastern Visayas Southern University (EVSU) under the RAISE Program Phase 2”

JAIVEE ANN M. TABADERO
Accountant III
PCAARRD

PEARL APHRODITE B. CARNICE
Project Leader
EVSU

NOEL A. CATIBOG
Director
TTPD, PCAARRD

DENNIS C. DE PAZ
President
EVSU

REYNALDO V. EBORA
Executive Director
PCAARRD

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into by and between:

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY - PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT** 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**, and hereinafter referred to as “**EVSU**”, with principal office at Tacloban City, Leyte and represented herein by its President, **DR. DENNIS C. DE PAZ**;

WHEREAS, the abovementioned project was approved by the PCAARRD Directors’ Council on July 16, 2024 at the DOST-PCAARRD, Los Baños, Laguna; and the PCAARRD Governing Council on August 12, 2024 at the DOST-PCAARRD, Los Baños, Laguna.

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 3 (Project 1B). Strengthening the Intellectual Property and Technology Business Management (IPTBM) in Eastern Visayas Southern University (EVSU) under the RAISE Program Phase 2”.

II. Objectives

General Objective: This project aims to strengthen the Intellectual Property and Technology Business Management (IPTBM) in Eastern Visayas State University to intensify its technology commercialization and IP management related activities.

Specifically, it aims to:

1. Enhance and operationalize the IPTBM office in the Eastern Visayas State University;
2. Establish and enhance the IP policies of the university to synchronize IP management and technology transfer activities;
3. Enhance the capability of faculty and researchers on IP and technology commercialization;

4. Intensify linkages with various agencies to enhance activities of the IPTBM; and
5. Actively participate and collaborate with the IPTBM network in the region.

III. Expected Outputs

The expected outputs of the project are the following:

6Ps and 2Is	Outputs
Publication	<ul style="list-style-type: none"> • 5 IECs • 2 Training report in Institutional echo on IPMC/ABMS/TCMS/TPMS/Spin-off/Patent Mining
Patent	<ul style="list-style-type: none"> • 10 IP Applications • 10 Other IPs filed • 1 Patent Granted • 4 UM Registered
Product	<ul style="list-style-type: none"> • 10 PAS Reports • 1 IP and technology inventory updated • 1 Inventory of knowledge resources prepared and updated • 1 CMI communication plan developed/enhanced & implemented • 5 Technology Communication plans developed/enhanced & implemented • 5 Technology Commercialization plans developed/enhanced & implemented • 5 Pre-commercialization reports prepared • 2 Technologies pitched • 1 Technology Commercialized • 1 Patent Mining Report prepared
People and Services	<ul style="list-style-type: none"> • 1 staff trained in Patent Mining • 1 CMI staff trained in Spin Off Policy • 1 CMI staff trained in IP Valuation Training • 2 CMI staff attended regional IP Audit & Inventory Workshop (updating) • 2 CMI staff attended regional IP Policy/Tech Trans Protocol review (updating) • 2 CMI staff attended regional Communication Plan Workshop (updating) • 2 CMI staff trained on Regional echo IPMC/ABMS/TCMS/TPMS • 2 CMI staff trained on Regional echo seminar on Patent Mining/Spin-off • 2 Institutional echo seminar conducted • 20% of researchers trained in echo seminars • Participate in content buildup of RTMS • 1 Pitching activity conducted
Places and Partnerships	<ul style="list-style-type: none"> • 1 Commitment Letter for the national trainings • 2 partnership agreement w/Business/Trade Institutions • 1 Commercialization Agreement • 1 Technology Licensing Agreement
Policies	<ul style="list-style-type: none"> • 1 IP Policy enhanced and BOR-approved • 1 Technology Transfer Protocol enhanced and BOR-approved

DOST-PCAARRD and EVSU/

Project 3 (Project 1B). Strengthening the Intellectual Property and Technology Business Management (IPTBM) in Eastern Visayas Southern University (EVSU) under the RAISE Program
Phase 2/
PhP 2,331,216.00

	<ul style="list-style-type: none">• 1 spinoff Policy crafted/enhanced• Institutionalization of the IPTBM in the CMI
Social Impact	<ul style="list-style-type: none">• Contributes to the SUC leveling among participating agencies• Influence a positive change in the Professorial Level Point System for the local inventor
Economic Impact	<ul style="list-style-type: none">• If the SUCs will hire a patent agent to conduct prior art search reports, claim drafting and file the IP application they will need an average of P50k@) (as compared to Private HEI* filing fee of P80k per IP filing). This represents economic savings for the SUC.• If the SUC will hire a patent agent during the patent prosecution process, this would cost at least P10,000 per correspondence. This represents economic savings for the SUC.• The above mentioned savings can also be considered the value of skills that the graduates may gain after the target IP MasterClass.• Generate income from licensing fees, upfront fee, etc for commercialization agreements

IV. Duration of the Project

The project shall be implemented for two (2) years covering the period October 1, 2024 to September 30, 2026. The project shall commence immediately or within two (2) months after the release 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 shall:

- a. Provide financial support for the project with a total grant of **Two Million Three Hundred Thirty-One Thousand Two Hundred Sixteen Pesos (PhP 2,331,216.00)**, with the following breakdown:

Year	Budget (PhP)
Y1	1,190,608.00
Y2	1,140,608.00
Total	2,331,216.00

For its Y1 implementation, the total amount of **One Million One Hundred Ninety Thousand Six Hundred Eight Pesos (Php 1,190,608.00)** 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 DOST A.O. No. 11, series of 2020 (dated September 2, 2020) on "Revised Guidelines for the Grants-In-Aid Program of the Department of Science and Technology and Its Agencies" and its amendments (**Annex B**), not contradicting with the current guidelines, shall govern the implementation of the project.

JAVEE ANN M. TABADERO
Accountant III
PCAARRD

PEARL APORODITE B. CARNICE
Project Leader
EVSU

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Director
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President
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Executive Director
PCAARRD

Release of succeeding project funds shall be subject to review, evaluation and approval by DOST-PCAARRD approving bodies duly supported by the required financial and technical reports.

- b. Monitor and evaluate the implementation of the project in accordance with 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 work plans agreed by all parties are adhered to including budgets necessary to implement such plans;
- f. Review periodic financial reports submitted by the implementing agency; and
- g. Appraise technical reports (semi-annual, annual, publishable report and terminal).

The implementing agency, EVSU, through its President, bind itself to implement the project under an assigned Project Leader 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 plan.

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

EVSU shall:

1. Exert all efforts (such as providing facilities and technical personnel with the required expertise) to attain the objectives stated in the proposal; and
2. Take the lead in the implementation of project activities and coordinate with other collaborating agencies;
3. 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.
4. Submit the following technical accomplishment reports duly endorsed by the Agency Head to DOST-PCAARRD:
 - 4.1. An acceptable semi-annual technical and financial reports using DOST Forms 6 and 8 in two (2) hard copies and one (1) electronic copy within a month after the end of the project semester.
 - 4.2. An acceptable annual technical and financial accomplishment reports using DOST Forms 7 and 8 in two (2) hard copies and one (1) electronic copy within two (2) months after the end of a project year. In case of a program, a consolidated annual program report shall be submitted in addition to the individual project reports.

- 4.3. A quality terminal technical and financial reports following DOST Forms 15 and 16 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.
5. Disburse funds in accordance with the approved Line-Item Budget (LIB), 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:
 - 5.1. Approve, through Implementing Agency Head or his authorized representative, any reprogramming/transfer of funds of existing expense items (other than those enumerated in 5.2) budget as originally approved by the DOST-PCAARRD to augment direct and indirect cost under PS, and MOOE. A copy of approval shall be provided to DOST-PCAARRD within two (2) weeks for documentation/concurrence of the monitoring division, otherwise the approved reprogramming shall be null and void;
 - 5.2. Exceptions to the provisions of 5.1 are the following:
 - 5.2.1 Budget for the Foreign Travel, Training and Reclassification
 - 5.2.2 Creation of new expense item, including increase/decrease of numbers of items (e.g., equipment, personnel) originally approved in the LIB and upgrading/downgrading of positions from the originally approved PS
 - 5.2.3 Increase in indirect cost budget exceeding the 7.5% ceiling for indirect cost
6. Submit at least three (3) copies of the following financial reports to DOST-PCAARRD:
 - 6.1. Semi-annual financial report using DOST Form 8, certified correct by the agency accountant and approved by the agency head within a month after each semester, supported by Report of Disbursement (ROD) and/or Report of Checks Issued (RCI).
 - 6.2. Annual financial report using DOST Form 8 certified correct by the Agency Accountant and approved by the agency head within two (2) months after end of each implementation year.
 - 6.3. Terminal financial report (TFR) duly accepted by the COA, using DOST Form 16, within three (3) months after project completion. The reported unexpended balance shall be refunded back to The Bureau of the Treasury (BTr).

Financial reports are accompanied by DOST Forms 9, 11, 12, and 13, whenever applicable.
7. Be accountable for equipment purchased for the project. Only equipment listed in the approved proposal shall be purchased by the agency following 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.

Record all equipment purchased in the institution's books on inventory of equipment. Submit report on equipment purchased under Capital/Equipment Outlay and MOOE Semi-expendable Equipment using DOST Form 12 with the corresponding Property Acknowledgement Receipts (PARs) or Inventory Custodian Slips (ICS).

8. 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.
9. Present the project results in agency in-house reviews/program review and/or at least in one 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.

Project Leader, shall:

- a. Coordinate with Project Staff to ensure that goals of the project are attained;
- b. Facilitate and monitor the implementation of project activities;
- c. Coordinate, facilitate and monitor the preparation of the project's accomplishments and financial reports;
- d. Consolidate project's accomplishment reports and prepare syntheses of accomplishment reports; and
- e. Maintain close communication and coordination with DOST-PCAARRD.

Project Staff, shall:

- a. Coordinate with Project Leader to ensure that goals of the project are attained;
- b. Facilitate and monitor the implementation of project activities;
- c. Facilitate the preparation and submission of the project's accomplishments and financial reports which shall be packaged by the Project Leader as a project output; and
- d. Maintain close communication and coordination with DOST-PCAARRD.

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

The Implementing Agencies and the researchers recognize that results of the project and the rights to publication, except those that relate to intellectual property concerns, belong jointly to the researchers and implementing agencies. Ownership of intellectual property and intellectual property rights shall be governed by but not limited to, Chapter II, Rule 5 and Rule 6 of the Implementing Rules and Regulations of Republic Act (R.A.) 10055.

Full acknowledgments shall accordingly be given to DOST-PCAARRD in case the research results are published or presented in various forums, seminars, meetings. Such presentation should not prejudice the proprietary/confidential nature of the information as heretofore mentioned for purposes of intellectual property protection.

Subject to the limitations recognized by law, particularly those that relate to intellectual property, the implementing agencies reserve 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 any program/project of its assistance at any time with prior consultation with Implementing Agency 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

leader and/or implementing team; suspend the program/project and the disbursement of funds for violation of any part of this agreement;

- b. 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, the implementing agency shall cease disbursement of project funds and shall resume only upon the written advice of PCAARRD. In case of termination, DOST- PCAARRD shall notify the Project Leader at least forty-five (45) days before the date of termination so that he could accordingly notify the project staff at least a month before the date of project termination.

VIII. Indemnification

Each party shall indemnify, hold free and harmless, and defend at its 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 other entity or persons against said party by reason of or in connection to the program/project.

IX. Amendment Provision

Any additional or amendments to 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.

X. Repealing Clause

Both parties agree that this MOA contains the full agreement of the parties and supersedes all previous agreements either written or oral if there are any.

XI. Preferred Dispute Resolution (Government to Government)

Should any disagreement arise out of the application, interpretation or implementation of this Agreement, the parties shall endeavor to exercise best efforts to amicably negotiate their difference. In case of failure, the rules under Alternative Dispute Resolution Act of 2004 (RA 9285) on dispute between government agencies shall apply.

XII. Data Privacy Provision

Personal data and/or technical information, shared between all parties are necessary for effective research and development and shall be in accordance with the Philippine Technology Transfer Act of 2009 and the Data Privacy Act of 2012 and their Implementing Rules and Regulations.

It is expressly understood by all parties that the confidentiality, integrity, and availability of information shall be upheld at all times and disclosure or transfer, consciously or

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DENNIS C. DE PAZ
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EVSU

REYNALDO V. EBORA
Executive Director
PCAARRD

unconsciously, to any party outside of this agreement, shall be prevented without the knowledge and written consent of all parties, except where such consent is not required for the lawful processing of personal data, as provided by law.

XIII. Effectivity and Termination

This Agreement shall take effect after the same is duly signed and notarized. It shall remain in force for until such time that the proponent/s have submitted all the requisite documents as stipulated in this agreement and cleared by the Funding Agency from all accountabilities.

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President
EVSU

REYNALDO V. EBORA
Executive Director
PCAARRD

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

PCAARRD
By:

EVSU
By:

REYNALDO V. EBORA
Executive Director

DENNIS C. DE PAZ
President

WITNESSES:

NOEL A. CATIBOG
Director, PCAARRD

PEARL APHRODITE B. CARNICE
Project Leader, EVSU

Certified Funds Available:

JAIVEE ANN M. TABADERO
Accountant III
PCAARRD

ACKNOWLEDGMENT

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

BEFORE ME, A NOTARY PUBLIC for and in Los Baños, Laguna, Philippines, on this
DEC 21 2024, personally appeared:

<u>NAME</u>	<u>GOVERNMENT ISSUED IDENTIFICATION</u>	<u>DATE/PLACE ISSUED</u>
REYNALDO V. EBORA	S0026509A	October 6, 2022/ DFA, Manila

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 Entities they represent.

This instrument, consisting of eleven (11) pages, including this page whereon this Acknowledgement is written, signed by the parties together with their instrumental witnesses one each on every page thereof

TO THE TRUTH OF FOREGOING, witness now my hand and seal on the date and place first above written.

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Page No. 17
Book No. 1
Series of 2024


ATTY. VINCENT LANZ G. SALAC
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
PTR No. 2933557 /03/07/2024/Los Banos, Laguna
IBP No. 411594/Laguna
MCLE Compliance VII (Admitted to Philippine Bar on 12/23/2023)
Roll of Attorneys No. 91903
NOT COM. No. 43-2024C

ACKNOWLEDGMENT

Republic of the Philippines)
TACLOBAN CITY) S.S.

BEFORE ME, A NOTARY PUBLIC for and in TACLOBAN CITY
Philippines, on this 30 DEC 2024, personally appeared:

NAME	GOVERNMENT ISSUED IDENTIFICATION	DATE/PLACE ISSUED
DENNIS C. DE PAZ	EMPLOYEE ID D062695DC	TACLOBAN CITY 03 JUNE 2021

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 Entities they represent.

This instrument, consisting of eleven (11) pages, including this page whereon this Acknowledgement is written, signed by the parties together with their instrumental witnesses one each on every page thereof

TO THE TRUTH OF FOREGOING, witness now my hand and seal on the date and place first above written.

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Page No. 91
Book No. IV
Series of 2024

ATTY. EDGARDO B. ESPERAS, JR. LPT, MAT
Notary Public until December 31, 2024
Notarial Commission No.: 2023-02-101
Roll of Attorneys No.: 81747
PTR No.: 1445147 / 01-05-23
JEP No.: 280194 / 01-10-23
MCLE Compliance No.: Newly Admitted to the BAR
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