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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

The DEPARTMENT OF AGRICULTURE, a national government agency organized and existing under the laws of the Philippines with principal office at Elliptical Road, Diliman, Quezon City, represented herein by its Secretary, WILLIAM D. DAR, and herein referred to as the "First Party";

-and-

The MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE, a public Higher Education Institution with principal office POBLACION, BONTOC, MOUNTAIN PROVINCE, represented herein by its College President, REXTON F. CHAKAS, hereinafter referred to as "Second Party".

-WITNESSETH-

WHEREAS, the First party, in accordance with its good governance thrust and integrity management program called the Agriculture Dialogue and Information Network Groups (ADING), seeks to further strengthen and improve the public's trust and confidence in Department - the main objectives of which are: to improve and enhance the effectiveness and efficiency of the DA's various actions and programs in lifting the conditions of farmers, fishermen and other participants in the agricultural sector; to enhance the quality and timeliness of delivery of the DA's services to its target beneficiaries; and to strengthen the relevance of the Department's programs, actions, and strategies to the needs of the producers, consumers, economy and society at large;

WHEREAS, the Second Party, as an academic institution, has, among its key mandates, the mission to undertake socio-economic studies and research on agriculture and rural development;

WHEREAS, both Parties recognize the need for more agricultural and governance research and updated field-level data and information to support academic endeavors as well as policy actions;

WHEREAS, both Parties recognize the importance of collaboration and partnership in order to achieve the objective of generating additional field-level data and information through an independent research by the Second Party that can provide better knowledge to policy makers including legislators and the agencies and units of the First Party;

WHEREAS, the First Party intends to provide support to the Second Party in generating updated field-level data and information, and to build its own regional database on agriculture and rural development to better understand the needs of the agricultural sector;

WHEREAS, the Second Party recognizes the need to gather data and information on the following focus areas and to conduct:

21 - 03 - 000002
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MOA # 005 # 1,500,000 -
12

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- a. Continuing review and validation of Registry System for Basic Sectors in Agriculture (RSBSA) and other farmers and fishermen's database/s;
- b. Impact assessment of DA's program on target communities and beneficiaries;
- c. Analysis of technology utilization by farmers and fishermen in every region; and
- d. Survey on current sources of funding for production activities of farmers and fishermen.

WHEREAS, both Parties have common interests to the better implementation of the research study on the above-mentioned focus areas.

WHEREAS, the signatories of both Parties are duly empowered to enter into, sign and execute this Memorandum of Agreement in behalf of their respective organizations.

NOW, THEREFORE, in consonance with the above premises, the Parties agree to the following:

ARTICLE I ROLES AND RESPONSIBILITIES OF THE PARTIES

Section 1. The First Party shall:

- a. Provide to the Second Party, in the form of donation, the amount of ONE MILLION AND FIVE HUNDRED THOUSAND PESOS (Php 1,500,000.00) Philippine currency for the conduct of a research study towards building their own databases for agriculture and rural development, covering initially the above-mentioned focus areas;
- b. Facilitate the donation and transfer the full amount as above-stated after the signing of this agreement but not later than the issuance of the Notice to Proceed;
- c. Provide to the Second Party the necessary documents and research tools / instruments for the survey and analysis of data;


Section 2. The Second Party shall:

- a. Manage the funds for the conduct of the research studies, based on agreed protocols and research standards, which shall include surveys and interviews with target stakeholders - farmers, livestock raisers and fishermen in their assigned provinces and legislative districts, subject to existing laws, rules and regulations thereto;
- b. Prepare a Line Item Budget (LIB) and a Work and Financial Plan (WFP), which shall form part of this agreement as Annexes A and B, in accordance with the agreed research framework and timeframe to serve as guide in the proper disbursement and utilization of funds;
- c. Issue official receipts to signify its acceptance of the full amount of donation;
- d. Select enumerators for the research to be led by faculty members, who shall supervise the data collection, interpretation and analysis;
- e. Hire the services of experts other than the faculty members when deemed necessary in the implementation of the project;

21 - 03 - 000002
ACCOUNTING DIVISION
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2


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- f. Provide access to the First Party on the data and information resulting from the research study.

**ARTICLE II
SPECIAL PROVISIONS**

Section 1. **Guarantees** - The Parties undertake to promptly perform in utmost good faith all things which may be reasonably required for the purpose of giving full effect to this agreement, and will use all reasonable care and endeavors to ensure that the Parties and other persons acting for and in their behalf, pursuant to this Agreement, shall act in like manner.

Section 2. **Copyright and Intellectual Property** - All data and information gathered in the course of and result of the implementation of the project such as, but not limited to reports, articles, research papers, data banks, tri-media presentations including project outputs, and discoveries shall be considered common property of the two Parties.

Section 3. **Data Protection** - The Parties agree to comply with all the applicable data protection laws and the provisions of Data Privacy Act of 2012, and shall endeavor to provide any and all required administrative documents, subject to compliance with applicable data protection laws.

**ARTICLE III
MISCELLANEOUS PROVISIONS**

Section 1. **Amendment** - The Parties reserve their right to alter, revise, modify this agreement, provided that the same be made in writing.

Section 2. **Non-Assignability** - Neither Party may assign this Agreement or any of its provisions without the prior consent of the other Party.

Section 3. **Term** - The agreed research activity shall be conducted for a period of six (6) months from the date of the receipt of the Notice to Proceed by the Second Party from the First Party or until terminated as provided herein. It may be extended for another three (3) months, with due notice and mutual consent of the parties, when circumstances in the implementation of the project so warrants.

Section 4. **Termination** - Either Party may terminate this Agreement at any time for any reason, by giving written notice to the other at least thirty (30) days prior to the intended date of termination, provided that in the case of non-fulfilment of the research actions and objectives, the second party shall return the full amount of the donation unless an alternative course of action is agreed upon by both parties within the research timeframe.

Section 5. **Dispute and Venue** - Any dispute or claim arising out of or in connection with this Agreement between the Parties shall be exclusively filed in the proper courts of Quezon City.


21 - 03 - 000002

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3


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Article IV
FINAL PROVISION

Section 1. *Effectivity.* - This Agreement shall take effect after the same is duly signed and notarized, and the Second Party receives the NOTICE TO PROCEED with the implementation of the project.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the 26th day of JANUARY 2021 2020, at QUEZON CITY, Philippines.

DEPARTMENT OF AGRICULTURE
The First Party

MOUNTAIN PROVINCE STATE
POLYTECHNIC COLLEGE
The Second party

By: 
WILLIAM D. DAR, Ph.D.
Secretary

By: 
REXTON F. CHAKAS, Ph.D.
College President

DEPARTMENT OF AGRICULTURE

in replying pls cite this code :
For Signature: S-02-21-0504
Received : 02/19/2021 03:26 PM

Signed in the presence of:


ANNIE GRACE F. EKID
VP for Research Development and Extension



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24


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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City) S.S.

BEFORE ME, UNDERSIGNED Notary Public, for and in QUEZON CITY
Philippines this _____ day of _____ 2021 personally appeared:

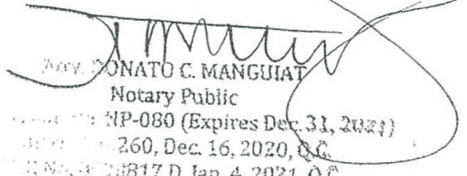
	Identification	Date of Expiration
WILLIAM D. DAR REXTON F. CHAKAS	7491-L TIN -173-569-337	March 31, 1997

Known to me as the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their own free and voluntary act and deed of the agencies they represent.

This instrument consisting of four (4) pages, including the page on which this acknowledgment is written has been signed in the left margin of each and every page thereof by the parties and sealed by the notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand this 26 FEB 2021,
_____ 2020 at QUEZON CITY, Philippines.

Doc No. 364
Page No. 73
Book No. IV
Series of 2020.


Notary DONATO C. MANGIAT
 Notary Public
 Commission No. NP-080 (Expires Dec. 31, 2021)
 Exp. Date: 260, Dec. 16, 2020, Q.C.
 R. No. 108817 D. Jan. 4, 2021, Q.C.
 Whimsey's Roll No. 34845
 MTC No. VI-0028934
 Office No. 530182363106
 Office Address: 2 Marunog St.,
 Barangay Central, Quezon City

21 - 03 - 000002
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Republic of the Philippines
OFFICE OF THE SECRETARY
Elliptical Road, Diliman
1100 Quezon City

MEMORANDUM OF AGREEMENT/CONTRACT

NO. 03252021-48


March 8, 2021

CERTIFICATION

This is to certify that based on the ORS No. 02-01103415-2021-03-000002 dated March 2, 2021 as certified by Chief, Budget Division, the office of the Secretary, Department of Agriculture has available funds in the amount of **ONE MILLION FIVE HUNDRED THOUSAND PESOS ONLY (₱ 1,500,000.00)** for fund transfer to **MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE** for the Establishing Partnerships with SUC-Based Agriculture and Governance Research Institutions for the ADING Program.

This certification is being issued for whatever legal purpose it may serve.


CHARIE SARAH D. SAQUING
Dept. Chief Accountant


BERNABEL L. TALUBAN
Administrative Officer III
Records Division

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*A food-secure Philippines
with prosperous farmers and fisherfolk*




ADDENDUM TO THE MEMORANDUM OF AGREEMENT TO THE RESEARCH PROJECT "ESTABLISHING BASELINE AGRICULTURE PERFORMANCE AND RURAL DEVELOPMENT INDICATORS" A PARTNERSHIP AND COOPERATION BETWEEN MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE AND THE DEPARTMENT OF AGRICULTURE (DA)

This supplemental note is pursuant to a requirement by the DA Accounting Division in order to facilitate the processing and release of the funds for the abovementioned project.

BE IT KNOWN that the undersigned parties, agree to adopt the following additional provisions to the Memorandum of Agreement dated January 26, 2021 which shall be considered as part of the original agreement.

- A. The Office of the Undersecretary for Policy and Planning of the Department of Agriculture is responsible for the overall monitoring of the project implementation. For this purpose, his office will coordinate the gathering of updates and progress reports on a monthly basis, until project completion.
- B. The Research Project is funded by the "Bayanihan to Recover as One Act" (RA 11494) also known as Bayanihan 2, which shall expire on June 30, 2021. As stipulated in the submitted Work and Financial Plan which is part of the Memorandum of Agreement between DA and Mountain Province State Polytechnic College, the project shall be substantially completed on the abovementioned date.
- C. The Department of Agriculture (DA) shall demand the submission of liquidation report from the implementing agency/institution 30 days upon completion of the project. The liquidation report shall be either the original copy of the report or stamped as certified true copy by the COA of the implementing agency.


No other terms or conditions of the contract are negated or changed as a result of this addendum.


William D. Dar, Ph.D.
Secretary
Department of Agriculture

DEPARTMENT OF AGRICULTURE

In replying pls cite this code :
For Signature: S-04-21-0262
Received : 04/21/2021 09:47 AM

Rexton F. Chakas, Ph.D.
President
Mountain Province State
Polytechnic College


Witness: **Rodolfo V. Vicerra**
Undersecretary for Policy and Planning
Department of Agriculture

Witness: _____