

MEMORANDUM OF AGREEMENT

ON

Project Title: "Sustainable Nile Tilapia Culture with Challenges Posed by Climate Change"

Carolina T. Bosque
CAROLINA T. BOSQUE
Chief Accountant-FAD
PCAARRD

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into by and among:

The PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT hereinafter referred to as "PCAARRD", with principal office address at Los Baños, Laguna and represented by its Acting Executive Director, DR. REYNALDO V. EBORA;

Epiphania B. Magwiliang
EPIPHANIA B. MAGWILIANG
Associate Professor
MPSPC

-and-

The BENGUET STATE UNIVERSITY, hereinafter referred to as BSU, with principal office address at La Trinidad, Benguet, represented herein by its President, DR. FELICIANO G. CALORA, JR.;

Rene W. Pinkihan
RENE W. PINKIHAN
Chairperson, DAT-BAT
ISU

The IFUGAO STATE UNIVERSITY, hereinafter referred to as IfSU, with principal office address at Nayan, Lamut, Ifugao, represented herein by its President, DR. SERAFIN L. NGOHAYON;

Ruth C. Diego
RUTH C. DIEGO
Director, ATEI/IC
BSU

The MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE, hereinafter referred to as MPSPC, with principal office address at Bontoc, Mountain Province, represented herein by its President, DR. REXTON F. CHAKAS;

Lilias-DG. Fernando
LILIAS-DG. FERNANDEZ
Director, IARRD
PCAARRD

WITNESSETH:

WHEREAS, the abovementioned project was approved by the PCAARRD Directors' Council on November 21, 2017 at the PCAARRD, Los Baños, Laguna.

Rexton F. Chakas
REXTON F. CHAKAS
President
MPSPC

NOW THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree to the following terms and conditions:

I. Purpose

This agreement seeks to implement the project titled "Sustainable Nile Tilapia Culture with Challenges Posed by Climate Change".

Serafin L. Ngohayon
SERAFIN L. NGOHAYON
President
ISU

II. Objectives

The general objective of this project is to evaluate the performance of four Nile tilapia strains (Locally grown tilapia, FaST, GET ExCEL, GIFT) under upland, cool climate condition in Cordillera Administrative Region.

Feliciano G. Calora, Jr.
FELICIANO G. CALORA, JR.
President
BSU

Specifically, the project aims:

1. To determine the growth performance and survival rate of four Nile tilapia strains in upland cool climate conditions;
2. To determine the water quality parameters and prevailing environmental conditions;
3. To assess the cold tolerance of four Nile tilapia strains;
4. To compare the economic benefits from the culture of four Nile tilapia strains and;

Reynaldo V. Ebora
REYNALDO V. EBORA
Acting Executive Director
PCAARRD

- To conduct training/information dissemination activity.

III. Expected Outputs

The expected outputs of the project are the following:

- Best performing strain of Nile tilapia under upland, cool climate conditions
- Water quality parameters and prevailing environmental conditions
- Information on management of best Nile tilapia strain
- Information on cold tolerance levels for 4 Nile tilapia strains
- Cost and return analysis of four Nile tilapia strains
- Training conducted to disseminate research results

IV. Duration of the Project

The project shall be implemented for a period of one and a half (1.5) years covering the period January 1, 2018 to June 30, 2019. The project shall commence immediately or within three (3) months after the receipt of funds. In case there is a change in actual date of implementation, it shall be requested from DOST-PCAARRD by **BSU, IfSU, and MPSPC**.

BSU, IfSU, and MPSPC may request for an extension of the period of this agreement through a letter submitted to PCAARRD within three (3) months prior to end date.

V. Rights and Obligations of the Parties

PCAARRD shall:

- Provide financial support for the project with a total grant of **FOUR MILLION ONE HUNDRED FIFTY FIVE THOUSAND THREE HUNDRED THIRTY NINE PESOS (PhP 4,155,339)** for the whole duration of the project to be expended as allocated in the project's approved line-item budget (Attached as Annex A): The support is subdivided for each institution as follows:

Agency	Total Budget (PhP) for 1.5 Years	Y1 Budget (PhP)
BSU	1,636,485	1,197,777
IfSU	1,259,427	905,197
MPSPC	1,259,427	905,197
Total	4,155,339	3,008,171

For its Y1 implementation, the total amount of **THREE MILLION EIGHT THOUSAND ONE HUNDRED SEVENTY ONE PESOS (PhP 3,008,171)** shall be remitted to implementing agencies. The line-item budget which is attached as *Annex A* is made an integral part hereof.

Such grant shall be for Year 1 of the project to be led by **BSU**, co-implemented by **IfSU**, and **MPSPC** to be expended as allocated in the project's approved line-item budgets and released subject to the existing **PCAARRD** guidelines and conditions.

[Signature]
 CIRILO MA BOSQUE
 Chief Accountant-F&E
 PCAARRD

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 EPHRANING MAGNIBONG
 Associate Professor
 MPSPC

[Signature]
 REBE V. PINKHAN
 Chairperson, DAT-SAT
 IfSU

[Signature]
 RUPH C DIEGO
 Director, ATB/IC
 BSU

[Signature]
 DAUSAY DG. FERNANDEZ
 Director, IARRD
 PCAARRD

[Signature]
 REKTOR F. CHIKAS
 President
 MPSPC

[Signature]
 SERGIO S. SORIANO
 President
 IfSU

[Signature]
 FELICIANO S. CALORA, JR.
 President
 BSU

[Signature]
 REFRENALDO V. EBORA
 Acting Executive Director
 PCAARRD

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

PCAARRD shall deduct the project's unexpended balance of prior project year from the funds of the succeeding project year, e.g. unexpended balance in Year 1 shall be deducted from Year 2 project funds to be released.

- b. Monitor and evaluate the implementation of the project's components in accordance to the objectives and the work plan;
- 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 program/projects;
- 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 agencies; and
- g. Appraise technical reports (semi-annual, annual, publishable report and terminal).


The implementing agencies, **BSU, IfSU, and MPSPC** through their Presidents bind themselves to implement the program/project under an assigned Project Leader/Project Staff in accordance with the approved program/project proposal (made part hereof as Annex "B") and shall be strictly implemented following the project's work and financial plan.

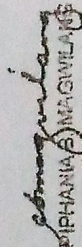
The terms and conditions specified in the "Guidelines Governing the PCAARRD-GIA and PCAARRD-monitored DOST-GIA Funded Programs and Projects, effective May 1, 2015 (see Annex C) shall govern the implementation of the project.

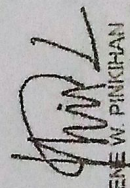
Among the responsibilities of the implementing agencies as provided for in this guidelines are as follows:

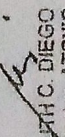
BSU, IfSU, and MPSPC shall:

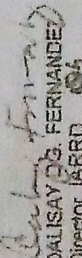
- 1. Exert all efforts (such as providing facilities and technical personnel with the required expertise) to attain the objectives stated in the proposal; and
- 2. Take the lead in the implementation of project activities in their locations and coordinate with other co-implementers and collaborating 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 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 No. 5.
- 4. Coordinate, facilitate and monitor the preparation of the project's technical accomplishments and financial reports.
- 5. Consolidate project's accomplishment reports and prepare syntheses of the reports.

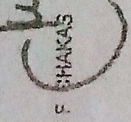

CAROLINA T. COSQUE
Chief Accountant-FAD
PCAARRD

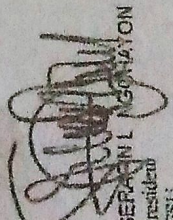

EPIPHANIA MAGWILIANG
Associate Professor
MPSPC

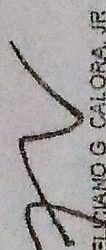

RENE W. PIKIPLIAN
Chairperson, DAT-S&T
IfSU

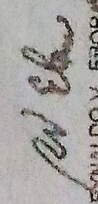

RUFF C. DIEGO
Director, ATB/IC
BSU


DALISAY D. FERNANDEZ
Director, IARRD
PCAARRD


REXTON F. SHAKAS
President
MPSPC


SERAPIN L. GONZALON
President
IfSU


FELICIANO G. CALORA, JR.
President
BSU


REYNALDO V. EBORAY
Acting Executive Director
PCAARRD

6. Submit the following technical accomplishment reports duly endorsed by the Agency Head to PCAARRD:

6.1 An acceptable semi-annual report using DOST Form No. 3A in two (2) hard copies and one (1) electronic copy to PCAARRD within a month after the end of the project semester.

6.2. An acceptable annual technical accomplishment report using DOST Form No. 3B in two (2) hard copies and one (1) electronic copy to PCAARRD 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.

6.3. A quality terminal technical report following DOST Form No. 9A-1 in three (3) hard copies and one (1) electronic copy within three (3) months after project completion which shall be accompanied by two (2) hard copies 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.

PCAARRD may refuse to entertain proposals from researchers who fail to submit the required terminal reports six (6) months after project implementation/completion.

7. Disburse funds in accordance with the approved Line-Item Budget (LIB) and make necessary reprogramming of funds for not more than three (3) times in each implementation year, following these rules:

7.1 Approve (through Implementing Agency Head or his authorized representative) any reprogramming within 33% of existing expense item budget to be augmented; copy of approval shall be provided to PCAARRD, otherwise the approved reprogramming shall be null and void;

7.2. Request approval from PCAARRD of any reprogramming of more than 33% of existing expense item budget to be augmented and/or creation of a new line-item of expense.

8. Submit at least three (3) copies of the following financial reports to PCAARRD:

8.1. Semi-annual/Annual financial report using DOST Form No. 4 certified correct by the Agency Accountant and approved by the agency head within a month after each project semester/within two months after end of each implementation year.

8.2. Terminal audited financial report (TAFR) using DOST Form No. 9B within three (3) months after project completion. The reported unexpended balance shall be refunded back to PCAARRD. PCAARRD will not entertain new project proposals from the agency until after the submission of the TAFR.

9. Be accountable for equipment purchased for the project. Only those equipment listed in the approved proposal shall be purchased by the agency following the government procurement reform act. 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.

Enter all equipment purchased in the institution's books on inventory of equipment.

[Signature]
CAROLINA BOSQUE
Chief Accountant-FAD
PCAARRD

[Signature]
EPHRAIM MAGNINING
Associate Professor
MPS-PC

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RENE W. PINKHAI
Chairperson DAT-EAT
ISI

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RUTH C. DIEGO
Director, ATBUC
BSU

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DULSAY EG. FERNANDEZ
Director, IARRD
PCAARRD

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REXTON F. CHAKAS
President
MPSFC

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SERVIN L. GONZALEZ
President
IFSU

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FELICIANO G. CALERA, JR.
President
BSU

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Acting Executive Director
PCAARRD

Submit report on equipment purchased using DOST Form No. 6 with the corresponding Acknowledgement Receipt for Equipment (AREs) within 15 days from date of delivery of equipment.

10. Make available to authorized officials of PCAARRD and the Commission on Audit during office hours, the records of project operations and books of accounts for inspection whenever necessary.

11. 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 V hereof.

PCAARRD shall be fully acknowledged when the results or progress report of the project are published or presented in seminars, forums and the like.

12. Report all income derived from the project, if any. Report all unobligated balances (UB) immediately and remit to PCAARRD upon completion of the project.

13. Maintain close communication and coordination with PCAARRD.

BSU, IfSU, and MPSPC - Project Leader

- a. Coordinate with Program Leader (if any) to ensure that goals of the program/project are attained;
- b. Facilitate and monitor the implementation of project activities in their locations;
- c. Coordinate, facilitate and monitor the preparation of the project's technical accomplishments and financial reports which shall be packaged by the Program Leader (if any) as a program output;
- d. Consolidate project's accomplishment reports and prepare syntheses of the reports; and
- e. Maintain close communication and coordination with PCAARRD.

BSU, IfSU, and MPSPC - Project Staff

- 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 technical accomplishments and financial reports which shall be packaged by the Project Leader as a project output
- d. Maintain close communication and coordination with PCAARRD

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

The BSU, IfSU, and MPSPC researchers recognize that results of the programs/projects and the rights to their 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 but not limited to Chapter II, Rule 5 and Rule 6 of the Implementing Rules and Regulations of Republic Act (R.A.) 10055 or the Technology Transfer Act of 2009.

Full acknowledgments shall accordingly be given to PCAARRD as the one that supported the research 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.

Carolina Bosque
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Chief Accountant-FAD
PCAARRD

Epiphania B. Magwiling
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Associate Professor
MPSPC

Retha B. Amkhan
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Chairperson, DAT-BAT
IfSU

Ruth C. Diego
RUTH C. DIEGO
Director, ATBHC
BSU

Dalisay G. Fernandez
DALISAY G. FERNANDEZ
Director, IARRD
PCAARRD

Rexton F. Chakas
REXTON F. CHAKAS
President
MPSPC

Serafin L. McClayon
SERAFIN L. MCCLAYON
President
IfSU

Feliciano G. Camora, Jr.
FELICIANO G. CAMORA, JR.
President
BSU

Rivaldo V. Ebor
RIVALDO V. EBORA
Acting Executive Director
PCAARRD

Subject to the limitations recognized by law, particularly those that relate to intellectual property (IP), 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.

Should any IP be generated from this undertaking, rights and obligations of PCAARRD as government funding agency (GFA) and the implementing agency responsible for the generation of such IP, shall be governed by Chapter III, Rules 9-11 of implementing Rules and Regulations (IRR) of Republic Act (R.A.) 10055 or the Technology Transfer Act of 2009.

VII. Discontinuance of Assistance

PCAARRD reserves the right to:

- a. Discontinue any program/project of its assistance at any time with prior consultation with **BSU, IfSU, and MPSPC** 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 leaders and/or implementing team;
- b. Suspend the program/project and the disbursement of funds for violation of any part of this agreement; and
- c. Terminate any projects when funds are not available from the national government.

Discontinuance of assistance, suspension or termination of this agreement shall be done by **PCAARRD** upon prior consultation with the **BSU, IfSU, and MPSPC** Project Leaders. In case of suspension, upon receipt of the written notice therefore, the **BSU, IfSU, and MPSPC** shall cease disbursement of project funds and shall resume only upon the written advice of **PCAARRD**. In case of termination, **PCAARRD** shall notify the Program/Project Leader/Project Staff at least forty-five (45) days before the date of termination so that he/she could accordingly notify the program/project staff at least a month before the date of project termination.

VIII. Amendment Provision

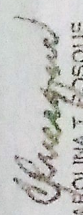
Any additional or amendments on the stipulations hereof shall be done thru a supplementary agreement to be prepared by the party requiring such and shall be mutually consented by the parties. Notarization of such shall be taken care of by the party who prepared the amendments/additional provisions.

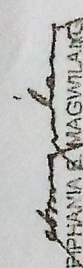
IX. Repeating Clause

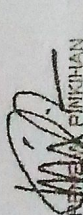
All parties agree that this MOA contains the full agreement of the parties and supersedes all previous agreements either written or oral if there are any.

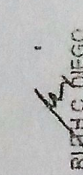
X. Alternative Dispute Resolution

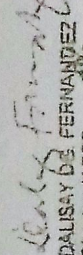
All disputes, controversies, or claims arising out or relating to this contract, shall be settled through negotiation and/or mediation and shall be decided by arbitration in accordance with the rules of the UNICITRAL Law as adopted in RA 9285 (Alternative Dispute Resolution Law of 2004). This is, however,



CAROLINA T. BOSQUE
Chief Accountant-FAD
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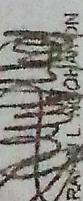

EPIPHANIA F. MAGUILANG
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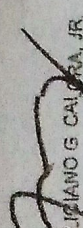

REMYA PIMKHAN
Chairperson, DAT-BAT
IfSU

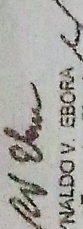

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PCAARRD


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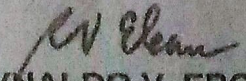

FELICIANO G. CALERA, JR.
President
BSU


REYNALDO V. EBORRA
Acting Executive Director
PCAARRD


without prejudice to the provision of Rule 26 of RA 10055 on resolution of disputes, particularly on matters pertaining to ownership.

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

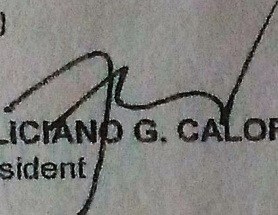
PCAARRD
By:


REYNALDO V. EBORA
Acting Executive Director

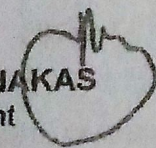
IFSU
By:


SERAPIN L. NGOHAYON
President

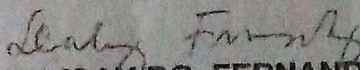
BSU
By:

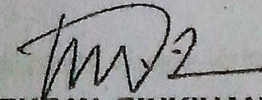

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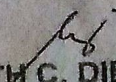
MSPSC
By:

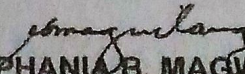

REXTON F. CHAKAS
President

WITNESSES

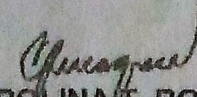

DALISAY DG. FERNANDEZ
Director, PCAARRD-IARRD


RENE W. PINKIHAN
Chairperson, IfSU-DATBAT


RUTH C. DIEGO
Director, BSU-ATBI/IC


EPIPHANIA B. MAGWILANG
Associate Professor, MPSPC

Certified Funds Available:


CAROLINA T. BOSQUE
Chief Accountant, PCAARRD

