

MEMORANDUM OF AGREEMENT

On

Disaster Risk Reduction of Climate Change Impacts on Agricultural Farms in the Cordillera Administrative Region (CAR) Program

Project 6. Disaster Risk Reduction of Climate Change Impacts on Vulnerable Farms in Mountain Province

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 at Los Baños, Laguna and represented by its Acting Executive Director, DR. REYNALDO V. EBORA;

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

and

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

WITNESSETH:

WHEREAS, the PCAARRD Directors' Council, Governing Council and DOST EXECOM approved the project titled "Project 6. Disaster Risk Reduction of Climate Change Impacts on Vulnerable Farms in Mountain Province" during its meetings on July 25, August 3, and August 10, 2017, respectively, held at PCAARRD, Los Banos, Laguna, DOST Central Office, Bicutan, Taguig City and Philippine Science High School, Diliman, Quezon City.

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

I. Purpose

The Parties hereby undertake to implement the Project 6 titled "Disaster Risk Reduction of Climate Change Impacts on Vulnerable Farms in Mountain Province" more particularly described in the approved Proposal, Work Plan and Line-Item Budget attached hereto and made an integral part hereof as Annexes.

II. Objectives

This project aims to capacitate farmers, barangay and municipal officials on disaster risk reduction and climate change adaptation and mitigation through Science and Technology Interventions at the farm level and communities in the Cordillera Administrative Region.

PCAARRD, BSU and MPSPC, Project 6. Disaster Risk Reduction of Climate Change Impacts on Vulnerable Farms in Mountain Province, P7,097,847.00

CAROLINA T. BOSQUE
Chief Accountant
PCAARRD

ELMER D. RAKIPAC
Project Leader
MPSPC

CARLITO P. LAUREAN
Program Leader
BSU

MELVIN B. CARLOS
Director
TTPD, PCAARRD

REXTON F. CHAKAS
President
MPSPC

FELICIANO G. CALORA, JR.
President
BSU


REYNALDO V. EBORA
Acting Executive Director
PCAARRD

Specifically, it aims to:

1. Capacitate a pool of champions with site specific S&T knowledge to address disaster risk reduction and climate change adaptation and mitigation;
2. Develop resilient farms against adverse impacts of climate change through introduction of S&T interventions/technologies that will ensure sustainable food production;
3. Develop IEC materials on disaster preparedness and climate change adaptation and mitigation;
4. Enhance the role of women in disaster risk reduction and climate change adaptation and mitigation; and
5. Develop and recommend policies on disaster risk reduction and climate change adaptation and mitigation for barangay and municipalities.


CAROLINA T. BOSQUE
 Chief Accountant
 PCAARRD


ELMER D. PAKIPAC
 Project Leader
 MPSPC


CARLITO P. LAUREAN
 Program Leader
 BSU

III. Expected Outputs

The expected outputs of the project are the following:

1. Constructed two (2) rainwater harvesting tanks
2. Constructed two (2) tunnel-type crop shelters
3. Trained two (2) farmer leaders, seven (7) LGU officials/employees and 56 farmer-cooperators as DRR pool of champions
4. Capacitated two (2) women's group
5. Developed and disseminated two (2) training modules and three (3) IEC materials
6. Published two (2) popular articles
7. Produced one (1) video clip
8. Forged two (2) MOA on DRR/CCAM sustainability
9. Formulated one (1) policy recommendation on DRR/CCA for agriculture (barangay and municipal level)


MELVIN B. CARLOS
 Director
 TTPD, PCAARRD

IV. Duration of the Project

The project shall be implemented for a period of Two (2) years covering the period 01 September 2017 to 31 August 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 **MPSPC**.

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


REXTON F. CHAKAS
 President
 MPSPC

V. Obligations of the Parties

PCAARRD shall:

1. Provide financial support for the project with a total grant of **Seven Million Ninety Seven Thousand and Eight Hundred Forty Seven Pesos (P7,097,847.00)** for the whole duration of the project to be expended as allocated in the project's approved line-item budget (Attached as Annex A) and released subject to the existing PCAARRD guidelines and conditions.

Release of funds shall cover the whole duration of the project or the first year of operation depending on the availability of funds.


FELICIANO G. CALORA, JR.
 President
 BSU


REYNALDO V. EBORAY
 Acting Executive Director
 PCAARRD

Release of succeeding project funds shall be subject to submission of the required financial report.

PCAARRD shall deduct the project's unexpended balance of prior project year from the operational funds of the succeeding project year, e.g. UBY1 shall be deducted from Y2 project funds.

2. Monitor and evaluate the implementation of the project in accordance to the objectives and workplan;
3. Provide adequate coordinative and efficient administrative support and management system necessary for the smooth implementation of the project;
4. Ensure that specific work plans agreed by all parties are adhered to including budgets necessary to implement such plans;
5. Examine the budget requirements of the project subject to the usual accounting and auditing rules and regulations;
6. Review financial reports submitted by the implementing agency; and
7. Appraise terminal report.

BSU shall:


1. Oversee the overall implementation of the program in accordance with the approved proposal and MOA.
2. Act on problems that may adversely affect the program.
3. Consolidate both technical and financial reports and all documentation activities of the various projects.

MPSPC shall:

1. Bind itself to implement the project under an assigned project leader in accordance with the approved project proposal (made part hereof as Annex "A") and shall be strictly implemented following the project's work and financial plan.
2. 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" shall govern the implementation of the project.
3. Among the responsibilities of **MPSPC** as provided for in this guidelines are as follows:
 - a. Hire the required project personnel as indicated in the approved proposal in accordance with the existing hiring policies of MPSPC and the personnel listed in the approved line-item budget; request approval from PCAARRD of any changes in the position/designation of the project staff to be hired; and submit list of personnel engaged in the project following DOST Form No. 5.
 - b. Submit to PCAARRD the following technical accomplishment reports:
 - b.1 An acceptable semi-annual progress report using DOST Form 3A in two (2) hard copies and one (1) electronic copy within a month after the end of the project semester.
 - b.2 An acceptable annual technical accomplishment report using DOST Form 3B in two (2) hard copies and one (1) electronic copy to PCARRD within two (2) months after the end of a project year.


CAROLINA T. BOSQUE
 Chief Accountant
 PCAARRD


ELMER D. PAKIPAC
 Project Leader
 MPSPC


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 Program Leader
 BSU


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 Director
 TTPD, PCAARRD


REXTON F. CHAKAS
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 MPSPC


FELICIANO G. CALORA, JR.
 President
 BSU


REYNALDO V. EBORA
 Acting Executive Director
 PCAARRD

b.3 A quality terminal technical report following DOST Form No. 9A-1 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.

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

c. 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:

c.1 Approve 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;

c.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.

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

d.1 Semi-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.

d.2 Annual financial report using DOST Form No. 4 certified correct by the Agency Accountant and approved by the agency head within two months after each project year.

d.3 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 may refuse to entertain new project proposals from **MPSPC** until after the submission of the TAFR.

e. 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. 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.

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

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.

g. 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.

4. Present the project results in agency in-house reviews and 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.

Carolina T. Bosque
CAROLINA T. BOSQUE
Chief Accountant
PCAARRD

Elmer D. Pakipac
ELMER D. PAKIPAC
Project Leader
MPSPC

Carlito P. Laorean
CARLITO P. LAUREAN
Program Leader
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Melvin B. Carlos
MELVIN B. CARLOS
Director
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Rexton F. Chakas
REXTON F. CHAKAS
President
MPSPC

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

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

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

CAROLINA T. BOSQUE
 Chief Accountant
 PCAARRD

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

MPSPC and the researchers recognize that results of the programs/projects and the rights to publication, except those that relate to intellectual property (IP) concerns, belong jointly to the researchers and implementing agency/ies. Ownership of IP and IP rights shall be governed by Chapter II, Rule 5 and Rule 6 of the Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 10055 or the Philippine Technology Transfer Act of 2009.

ELMER D. PAKIPAC
 Project Leader
 MPSPC

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

CARLITO P. LAUREAN
 Program Leader
 BSU

Subject to the limitations recognized by law, particularly those that relate to IP, the implementing agency 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 the Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 10055 or the Technology Transfer Act of 2009.

MELVIN B. CARLOS
 Director
 TTPD, PCAARRD

VII. Discontinuance of Assistance

PCAARRD reserves the right to:

1. Discontinue any program/project of its assistance at any time for violation of this agreement or when it is determined that the results that are obtained or are reasonably expected to be obtained do not justify further activity;
2. Suspend the program/project and the disbursement of funds for violation of any part of this agreement; and
3. Terminate the project when funds are not available from the national government.

REXTON F. CHAKAS
 President
 MPSPC

Discontinuance of assistance shall be done by PCAARRD with prior consultation with the MPSPC. Project Leader shall be notified at least forty-five (45) days before the date of termination so that he/she could accordingly notify the project staff at least a month before the date of project termination.

FELICIANO S. CALORA, JR.
 President
 BSU

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.

REYNALDO V. EBORA
 Acting Executive Director
 PCAARRD

IX. 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.

X. Alternative Dispute Resolution

All disputes, controversies, or claims arising out or relating to this agreement, shall be settled through negotiation and/or mediation and shall be decided by arbitration in accordance with the rules of the UNCITRAL Law as adopted in RA 9285 (Alternative Dispute Resolution Law of 2004). This is, however, without prejudice to the provision of Rule 26 of the IRR 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. EBORAL
Acting Executive Director

BSU
By:



FELICIANO G. CALORA JR.
President


MPSPC
By:


REXTON F. CHAKAS
President

WITNESSES


MELVIN B. CARLOS
Director, TTPD


CARLITO P. LAUREAN
Program Leader, BSU


ELMER D. PAKIPAC
Project Leader, MPSPC

Certified Funds Available:


CAROLINA T. BOSQUE
Chief Accountant, PCAARRD

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ACKNOWLEDGMENT

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

BEFORE ME, A NOTARY PUBLIC for Los Baños, Laguna, Philippines, personally appeared on SEP 19 2017 the following, persons presenting to me their respective Competent Evidence of Identity as indicated below:

<u>NAME</u>	<u>GIID NO.</u>	<u>DATE/PLACE ISSUED</u>
Reynaldo V. Eborá	15924231	2/03/17 Los Baños, Laguna
Feliciano G. Calora, Jr.	21480558	01/05/17, La Trinidad, Benguet
Rexton F. Chakas	173569337	3/31/17, Bantoc, Mt. Province

Known to me to be the same persons who executed the foregoing instrument denominated as Memorandum of Agreement among PCAARRD, BSU and **MPSPC, Project 6. Disaster Risk Reduction of Climate Change Impacts on Vulnerable Farms in Mountain Province, P7,097,847.00**, consisting of seven (7) pages, including this page having acknowledge before me that it is their own, respective, free and voluntary act and deed and their respective agencies that they represent.

TO THE TRUTH OF THE FOREGOING, witness now my hand and seal on the date and at the place indicated.

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Series of 2017


ATTY. ELENO O. PERALTA
NOTARY PUBLIC UNTIL DECEMBER 31, 2017
CALAMBA, CITY OF LOS BAÑOS, BAY, CALABAR, LAGUNA
PTR NO. 0000000001-03-17, ROLL NO. 0000000001
IBP NO. 105231701-03-17, NOT. COM. NO. 04-2016-F



