

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into by and between:

The **DEPARTMENT OF AGRICULTURE - REGIONAL FIELD OFFICE - CORDILLERA ADMINISTRATIVE REGION**, a duly created government agency with office address at BPI compound, Guisad, Baguio City herein represented by OIC-Regional Executive Director **DR. LORENZO M. CARANGUIAN** of legal age, married, Filipino, and herein referred to as the **DA-RFO-CAR**; and

**MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE**, a public education institution of higher learning established under the Laws of the Republic of the Philippines with principal office at Bontoc, Mountain Province and herein represented by its President, **REXTON F. CHAKAS**, now and hereinafter referred to as the **COLLEGE**.

**WHEREAS**, heirloom rice is a pervasive staple commodity of the indigenous people in the Cordillera and that many varieties have been preserved through time by the indigenous tribes of this region;

**WHEREAS**, said commodity needs to be improved and registered with the indigenous People who treasured and conserved the same and giving a notable contribution to the rich rice biodiversity of the region;

**WHEREAS**, the Department of Agriculture (DA), the International Rice Research Institute (IRRI) and PhilRice agreed to conduct a project to raise the productivity and enrich the legacy of Heirloom/Traditional Rice in collaboration with other stakeholders which include the Bureau of Plant Industry (BPI), the State Colleges and Universities of the concerned provinces, the Local Government Units of the project sites, the National Commission of Indigenous Peoples (NCIP), the RICE Inc., and the RFTC's, among others.

**WHEREAS**, a portion of the project fund is lodged at the DA-RFO-CAR for identified component activities;

**WHEREAS**, the Benguet State University, the Ifugao State University, the Kalinga-Apayao State College and the Mountain Province State Polytechnic College have available expertise needed in the implementation of selected component activities;

**NOW THEREFORE**, in connection with the above premises, the parties hereby agree on the following:

### I. SCOPE OF THE PROJECT

This agreement pertains to the implementation of a project titled "Raising Productivity and Enriching the Legacy of Heirloom/Traditional Rice through Empowering Communities in Unfavorable Rice-based Ecosystem". It will be conducted in selected barangays of Ifugao, Mountain Province, Kalinga and Benguet, as listed in Attachment 1 of this MOA.

### II. ROLES AND RESPONSIBILITIES OF THE PARTIES:

The DA-RFO-CAR shall:

1. Co-implement identified project activities and coordinate with the different stakeholders involved;
2. Obligate and release the amount of **Seven Hundred Pesos (PhP 700,000.00)** to the College for approved project activities for one year upon submission of:

- i. Research Proposal; and
- ii. Work and Financial Plan.



3. Assign ... O team members to participate in the validation, implementation and monitoring of project activities;
4. Convene the regional project team from the DA, SUCs, LGUs and other stakeholders in project planning, implementation, evaluation and production of IEC materials;
5. Reproduce IEC materials for the promotion of developed location-specific technology based on reports submitted by SUCs resulting from the project.

**The College shall:**

1. Implement the funded studies and activities in the identified sites in Mountain Province under the Heirloom Rice Project in collaboration with other Heirloom Rice R & D partners;
2. Ensure that the procedures, resources and timetable are observed in accordance with the approved Work and Financial Plan;
3. Ensure through the project leader, Mr. Joel C. Faroder, that the objectives are adequately attained in accordance with the final work and financial plan and the expected outputs are delivered as defined in the attached project proposal which is part of this document;
4. Hire other required project personnel as indicated in the approved proposal in accordance with the existing hiring policies of the government. The project personnel to be hired should reside near the project sites. In case there are qualified personnel from the RFTCs or other local residents in the barangay sites, they should be prioritized for proximity in gathering sufficient data required by the project;
5. Prepare and submit to DA-RFO-CAR four (4) copies of quarterly liquidation report of project expenses in accordance with COA Circular 2012-001 and to submit Credit Notice, as well as acceptable quarterly, semi-annual and annual technical accomplishment reports;
6. Consolidate and submit a quality terminal technical report in three (3) hardcopies and one (1) electronic copy to DA-RFO-CAR within two (2) months after project completion. In addition, submit at least one electronic and one hard copy IEC of the project for reproduction and dissemination;
7. Present the project results in agency in-house review and at least in one seminar or scientific meeting for the purpose of disseminating the information and technology generated from the project. DA, IRRI, PhilRice and other collaborators shall be fully acknowledged as partners when the results or progress report of the project are published or presented in seminars, fora and the like.
8. Make available to authorized officials and partner stakeholders and the Commission on Audit (COA) during office hours, copies of vouchers, invoices, purchase orders, memorandum receipts and other receipts evidencing payments.
9. Inform DA-RFO-CAR in writing of any untoward incident that may hamper the conduct of the project.

**III. TERMS**

- a) The project shall commence officially upon the release of the funds to the COLLEGE and shall continue as long as the project achieves the agreed progress/milestones within the framework of the approved proposal;
- b) The COLLEGE shall not terminate or suspend the project prior to the completion date for which funds have been allocated, except in cases of evident failure of the Project Leader to show progress for reasons attributable to the willful act of the project leader and/or implementing team. In case of violation of any provisions in this Agreement, however, the COLLEGE management shall suspend the disbursement of funds. In the event that the project will be terminated upon mutual consent of both

parties, the University shall return the unexpended budget balance of the project to the DA-RFO-CAR.

- c) Both parties are mandated to abide with the Republic Act 8371 also known as the indigenous Peoples Rights Act (IPRA) specifically Section 34: Right to IKSPs and to Develop own Sciences and Technologies.

#### IV. WORK PLAN

This MOA maybe supplemented by more detailed work plans in the succeeding years involving related activities in support of the project.

#### V. PUBLICATIONS AND INTELLECTUAL PROPERTY RIGHT

- a. Results of this collaborative research will be jointly published in the public interest as mutually agreed upon by all collaborators;
- b. All research materials used in the collaboration will be transferred using Material Transfer Agreement. The transfer of biological materials including breeding materials and germplasm will be subject to pertinent bio-safety and bio-prospecting laws, rules and regulations.
- c. Ownership of any intellectual Property (IP) developed through this project will be determined in accordance to applicable laws. The management of any IP generated through this project having sole institutional or joint institutional inventorship shall be designed to maximize the access of such IP to end-users. Management of such IP will be in accordance with CGIAR Principles on the Management of Intellectual Assets;
- d. Either party may provide permission upon request for the use of the results of the collaborative research for the following purposes:
  - a) For non-commercial research conducted by public sector organizations, and
  - b) For use in the event of a national or regional food security emergency limited to the duration of the emergency.

#### VI. AMENDMENT PROVISION

1. The parties of this MOA may, by mutual consent, modify, amend or delete any words, phrases, sentences or provisions of this MOA;
2. 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.

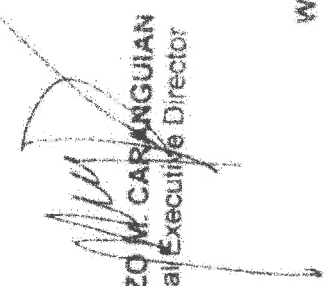
#### VII. EFFECTIVITY

This agreement shall take effect upon the release of fund by DA-RFO-CAR to the College and shall remain enforce and effect for a period of one year, unless terminated sooner by mutual consent of both parties, provided that such notice of termination shall be in writing and served at the address of the party indicated herein at least thirty (30) days before the intended termination date.

Non-compliance or partial compliance of either party with the obligations stipulated herein shall be a ground for terminating this agreement. In such event, all or part of funds received by the University shall be refunded to the DA-RFO-CAR.

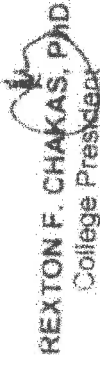
IN WITNESS WHEREOF, the parties hereto through their respective representatives, have hereunto set their hands, this DE 15 4 2015 at MPSPC

DA-RFO, CAR:

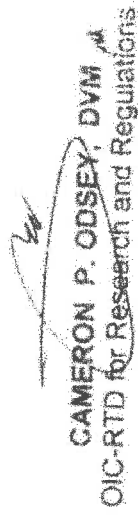


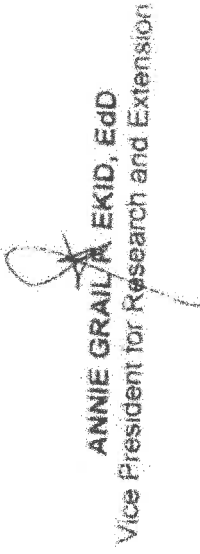
DR. LORENZO M. CARIANGUIAN  
OIC-Regional Executive Director

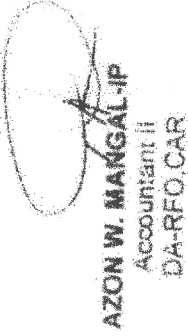
MPSPC:

  
REXTON F. CHAKAS, PhD  
College President

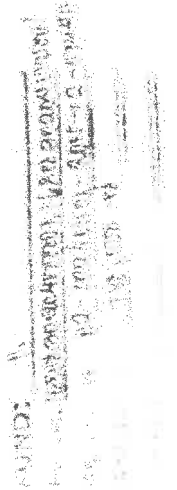
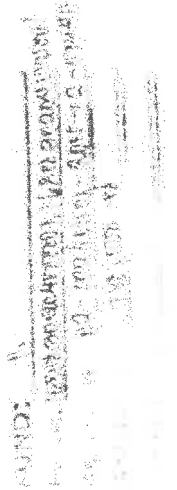
WITNESSES:

  
CAMERON P. ODSEY, DVM, <sup>AM</sup>  
OIC-RTD for Research and Regulations

  
ANNIE GRAIL/A. EKID, EdD  
Vice President for Research and Extension

  
AZON W. MANGAL-IP  
Accountant II  
DA-RFO, CAR

ACCOUNTANT AVAILABLE

WITNESSES:  
  
WITNESSES:  




**ACKNOWLEDGMENT**

Republic of the Philippines )  
Done in Baguio City ) S.S.

BEFORE ME, A NOTARY PUBLIC for and in Baguio City, Philippines, on this  
January 15, 2016, personally appeared:

Name	CTC No.	Date and Place Issued
DR. LORENZO M. CARANGUIAN		
DR. REXTON F. CHAKAS	<u>11911011</u>	<u>06 Jan. 2016 Baguio</u>

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 organizations they represent.

The foregoing, which refers to as Memorandum of Agreement, consists of six (6) pages including this page wherein this Acknowledgment is written, and has been signed by the parties and witnesses on all pages, including the following Annexes:

Attachment 1 - List of Project Sites for 2016

WITNESS MY HAND AND SEAL on the date and place above-written.

Doc No. 111  
Page No. 88  
Book No. 39  
Series of 2016

**ATY. YONES B. BARRONGEN**  
Notary Public for and in the City of Baguio  
Until December 31, 2015  
PTR No. 24108707-12-01-15 / Baguio City  
IBP No. 1003638 / 12-01-15 / Baguio City  
2/F Ocean Trading Marketing Center  
(Beside Jollibee) Magsaysay Ave., Baguio

*Handwritten mark*

Attachment 1 – List of Project Sites for 2014 and 2015

PROVINCE	MUNICIPALITY	BARANGAY
BENGUET	Kibungan	Palina
		Kibungan
IFUGAO	Banaue	Amgenad
	Hungduan	Batawis Hapao Cluster (3)
KALINGA	Pasil	Dangtalan Balatoc Batongbuhay
		Uma (Upper, Lower & Western)
	Lubuagan	
MT. PROVINCE	Bauko	Bila
		Banao
	Bantig	Poblacion
		Chupac

*A. S. X*



