

**MEMORANDUM OF AGREEMENT
(BSU- MPSPC)**

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This Memorandum of Agreement made and entered into this 10th day of September 2017 in Benguet, Philippines between:

Benguet State University, a State University with principal office at Km. 05 Baguio-La Trinidad-Bontoc Road, 2601 La Trinidad, Benguet represented by its president, **DR. FELICIANO G. CALORA JR.**, herein referred as “**BSU**”,

-and-

Mountain Province State Polytechnic College, a State College with principal office at Bontoc Mountain Province represented herein by its President, **DR. REXTON F. CHAKAS** herein referred to as “**MPSPC**”;

The **BSU** and the **MPSPC** be collectively referred to as the “**Parties**”, and individually as a “**Party**”.

WITNESSETH: That,

WHEREAS, the Commission on Higher Education (CHED) through CEB Resolution Number 210-2015 approved the research project titled “Rediscovery of Underutilized Food Legumes in Benguet and Mountain Province: Germplasm Characterization and Evaluation, Seed Production and Development of Legume-derived Specialty Food Products” for implementation by the parties.

WHEREAS, the BSU together with the MPSPC, agreed to undertake a research project for the purpose of conduction exhaustive germplasm collection and establish ex-situ gene bank of underutilized food legumes genetic resources (*Vigna umbellata*, *Cajanus cajan*, *Vigna unguiculata*, and *Phaseolus lunatus*); determine the genetic diversity and develop profiles of food legumes species and landraces using DNA markers; evaluate and select underutilized food legumes varieties/ landraces under organic production; develop value added legume-based products; and disseminate generated information and technologies to different stakeholders.

WHEREAS, the parties have agreed to work as partners in the implementation of the aforementioned research;

WHEREAS, the BSU, as implementing Institution and lead HEI, shall be responsible for the management and over-all implementation of the aforementioned;

WHEREAS, the MPSPC, as collaborating institution shall cooperate in the implementation of the aforementioned research and development project;



NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, clauses and stipulation hereinafter set forth, the parties hereby agree to implement the research project and bind themselves by the following terms and conditions.

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The **BSU** shall;

- 1.1 Lead in all activities to attain the exhaustive germplasm collection and establish ex-situ gene bank of underutilized food legumes genetic resources (*Vigna umbellata*, *Cajanus cajan*, *Vigna unguiculata*, and *Phaseolus lunatus*); determine the genetic diversity and develop profiles of food legumes species and landraces using DNA markers; evaluate and select underutilized food legumes varieties/ landraces under organic production; evaluate and develop organic seed treatments for the individual food legume-based products; and disseminate generated information and technologies to different stakeholders.
- 1.2 Supervise and monitor the conduct of the research study and provide necessary technical assistance to ensure successful implementation of the project.
- 1.3 Separately keep and maintain any/ all necessary accounting ledgers/ records for the program which shall be voluntarily submitted whenever required and subjected to monitoring and evaluation of the CHED Authorized Representative/s and furnish fully the certified true copies of any/ all required documents.
- 1.4 Submit accomplish/ terminal report to the CHED within sixty (60) days after the completion of the project.

2. The **MPSPC** shall:

- 2.1 Designate **DR. ALVER W. CLAUDIO** to assist in performing the exhaustive germplasm collection and establish ex-situ gene bank of underutilized food legumes genetic resources (*Vignaumbellata*, *Cajanuscajan*, *Vignaunguiculata*, and *Phaseolus lunatus*); determine the genetic diversity and develop profiles of food legumes species and landraces using DNA markers; evaluate and select underutilized food legumes varieties/ landraces under organic production; evaluate and develop organic seed treatments for the individual food legumes; develop value added legume-based products; and disseminate generated information and technologies to different stakeholders in Mountain Province.
- 2.2 Submit accomplishment/ progress/ monitoring report whenever required and subjected to monitoring and evaluation by the CHED as well as the Implementing Institution.
- 2.3 Submit liquidation report within five days of the completion of activities or after travel to the Implementing Institution.

3. Both **PARTIES** shall:

- 3.1 Abide by the provisions of **COA Circular No. 94- 103** which is made an integral part thereof and other government laws, rules and

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regulations directly or indirectly pertaining to projects funded either fully or partly by government agencies.

- 3.2 Adhere to the prescribed accounting entries for booking up property/ equipment purchased out of the Program funds.

II. SHARING OF RESEARCH RESOURCES AND FACILITIES

In order to realize the success of the project, the Parties understand that there are necessary resources and facilities that may be needed in the implementation of the Project and agree to share the necessary resources and research facilities and expertise to ensure the success of the Program

III. OWNERSHIP OF AND ACCESS RIGHTS TO DATA

The CHED shall own the data both the Implementing Institution and Collaborating Institution gather and generate, provided however, that the Implementing Institution shall have access to the data gathered and generated by the Program, provided, however, that such access shall be subject to the provisions of the Article III of this Agreement. There will be joint ownership of the report on the primary data analysis.

IV. SAFEKEEPING OF THE DATA AND DATA SHARING PROCEDURES

- a. The Implementing Institution shall be the gatekeeper of the data and is responsible for the data's integrity, confidentiality, and accessibility in line with changes in technology.
- b. Program data may be used individually by the Implementing and Collaborating Institutions only after the terminal reports have been submitted to the CHED and after the publishable articles/ books/ popular essays have been published.
- c. In order to have access to the Program's data, a Collaborating Institution must have participated in a survey round of the Program, provided further, that such access to the data shall be limited only to the data generated in the survey round wherein such Collaborating Institution participated.
- d. In order to be granted access to the data, the Collaborating Institution shall:
 - (1) submit a written request to access the data strictly for research purposes, which shall include a research proposal that should be academically sound and shall include the statistical procedures and analysis to be used;
 - (2) meet any and all confidentiality requirements imposed; and
 - (3) submit the final report(s) to the Implementing Institution, provided that, should there be requests for such report from Collaborating Institution, the report(s) shall be provided to them as well.

V. CONFIDENTIALITY OF DATA

Any data gathered and generated by the project will remain strictly confidential and will not be released in any individually identifiable form.

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VI. OWNERSHIP OF RESEARCH OUTPUTS

The Implementing and Collaborating Institution hereby agree and understand that intellectual property rights, ownership and enjoyment thereof arising from this project shall be governed by the applicable provisions of **RA 10055 (An Act Providing the Framework and Support System for the Ownership, Management, Use and Commercialization of Intellectual Property Generated from Research and Development funded by Government and for other purposes), RA 8439 (An Act Providing a Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government), and RA 8293 (An Act Prescribing the Intellectual Property Code and Establishing the Intellectual Property Office, Providing for Its, Powers and Functions, and for Other Purposes)** including their respective Implementing Rules and Regulations, as well as existing and future policies of the CHED on Intellectual Property Rights such as but not limited to the following:

1. Any publication arising from the activities undertaken by virtue of and pursuant to this MOA shall clearly establish and identify the Parties and CHED as the source of the output and grant, respectively.
2. All reports arising from activities undertaken by virtue of and pursuant to this MOA shall be made in the name of the Parties and CHED, as source of the output and grant, respectively. The names of the principal authors, researches and/ or Program Leaders/ Project Leaders shall be identified, recognized and included in the report.
3. The CHED shall have the right to freely use all data and findings by virtue of and pursuant to this Contract for any of the purposes within legal mandate. The PARTIES, acknowledged as the principal authors, researchers, and/ or Program Leaders/ Project Leaders identified, recognized and included in the report, shall provide the CHED written updates on the use of any of the data or information contained in the report and the purposes thereof, to ensure that government-funded researches are utilized, continuously supported, and properly documented for the widest dissemination and use by the general public, and to encourage further scientific studies and researches.
4. The Parties shall ensure that the research conducted and its outcome would not violate the intellectual property rights of any third part.

VII. RESEARCH DEALING WITH INDEGINOUES PEOPLE'S PROPERTIES,RESOURCES,KNOWLEDGE AND / OR HERITAGE

In case the research and development program would utilize any property, knowledge, heritage, culture, tradition, institution and/ or any other resources that belong to any indigenous community, the PARTIES have the responsibility of securing the indigenous community's free prior informed consent and subject itself to the provisions and requirements relative to researches and research outcomes provided in **RA 8371 (An Act to Recognize, Protect and Promote the Rights of Indigenous Cultural Communities/**

Indigenous People, Creating a National Commission of Appropriating Funds Therefore, and for Other Purposes and its Implementing Rules and Regulations, to Protect and respect the community intellectual property rights of concerned indigenous community.

For any violation of the provisions of the above law, with no valid cause to justify the same, the **CHED** may exercise the option of rescinding the research grant through written notice given to the **PARTIES** citing the particular violation found, and the **PARTIES** may be required to return any and all funds subject of this research project.

VIII. ETHICAL CONDUCT OF RESEARCH

The **PARTIES** have the responsibility of ensuring that the conduct of the research is in accordance with ethical research standards. The same sanction cited in the next preceding Section shall apply to violations found under this provision of the Contract.

IX. SEPARABILITY CLAUSE

In the event that one or more provisions contained herein shall be held invalid, illegal or unenforceable in any respect and for any reason, the remaining provisions shall remain valid, legal and enforceable.

X. DOCUMENTS COMPRISING THIS AGREEMENT

All appendages hereto attached are hereby expressly made integral parts of this agreement by reference, excluding inconsistencies with any/ all parts, terms, and conditions contained in this Memorandum of Agreement.

XI. BREACH OF CONTRACT

1. *Amicable settlement.* – In case of breach of contract or when disagreement arises in the interpretation or implementation of the terms and conditions of this **agreement**, both parties shall endeavor to settle the matter amicably in the following manner.
 - 1.1. A notice in writing shall be sent by the concerned party to the other party stating therein the basis for breach or disagreement.
 - 1.2. The parties shall thereafter set a meeting/s for the purpose of settling the matter amicably.
 - 1.3. All agreements shall be reduce in writing and signed by the parties or their duly appointed representatives.
2. *Administrative remedy.* – If no amicable settlement is reached within sixty (60) days affirm receipt by the other party of written notice, the concerned party shall file a complaint before the Office of the Solicitor General or the Secretary of Justice, depending on the nature of controversy, following the rules of procedure of the said offices for dispute settlement where contending parties are government agencies, bureaus, or government owned

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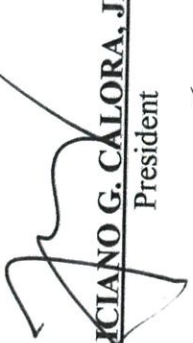
and controlled corporations. Alternative legal remedies may likewise be availed of.

XII. GENERAL PROVISIONS

- a. This agreement shall take effect for the period of two years, reckoned from September 2017 to August 2019.
- b. No amendment or waiver of any provisions of this Agreement, or consent to any departure by either Party from any provision shall be effective unless the same shall be in writing and signed by the Parties to this Agreement, and, in any case, such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose expressly provided for.
- c. This agreement shall constitute the entire agreement among the parties with respect to the subject matter hereof, and shall supersede all previous oral and written negotiations, commitments, agreements and understandings relating hereto.
- d. Finally, this Agreement shall be subject to the confirmation/ approval by the governing board of BSU and MPSPC.

IN WITNESS WHEREOF, the Parties hereunto have affixed their signatures on this ___ day of _____, 2017 at La Trinidad, Philippines.

For BENGUET STATE UNIVERSITY: For MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE:

By: 
FELICIANO G. CALORA, JR., PhD
President

By: 
REXTON F. CHAKAS, PhD.
President

Witnesses:


CARLITO P. LAUREAN, PhD
VPR&


ANNIE GRAILA EKID, EdP.
VPR&


BELINDA A. TAD-AWAN, PhD
Project Leader

ACKNOWLEDGEMENT

Republic of the Philippines)
) S.S.

I, _____, a Notary Public duly authorized in the city named above to take acknowledgements, certify that on 10 JAN 2018 personally appeared the following who are identified by me through competent evidence of identity:

Name	Valid government-issued identification cart type, number and expiry date
FELICIANO G. CALORA, JR., PhD.	TIN 138 - 788 - 769

to be the same person described in the foregoing instrument, who acknowledged before me that his signature on the instrument was voluntarily affixed by him for the purposes stated therein, and who declared to me that he executed the instrument as his free and voluntary act and deed as well as the free and voluntary act and deed of Higher Education Institutions represented herein.

This instrument consisting seven (7) pages, including this page on which this acknowledgement is written is signed on each and every page thereof by the parties and their principal witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on this 10 day of JAN 2018 at _____
Doc No.: 9
Page No.: 12
Book No.: XX
Series of 2018.



ALLAN C. SACPA
Notary Public for Benguet Province
My Commission expires on December 31, 2018
PTR No. 516649 Benguet 01-43-18
Attorney's Roll No. 59107, 4-15-2011, Manila
IBP No. 011604, 12-12-12
Bagueo Benguet Chapter
Office Add 7/F Espinosa Multi-Purpose Building, Mar 2
Betag La Trinidad, Benguet

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Republic of the Philippines)
) S.S.

I, _____, a Notary Public duly authorized in the city named above to take acknowledgements, certify that on 10 JAN 2018 personally appeared the following who are identified by me through competent evidence of identity:

Name	Valid government-issued identification cart type, number and expiry date
REXTON F. CHAKAS, PhD.	TIN: 173560337 - 03-31-1997

to be the same person described in the foregoing instrument, who acknowledged before me that his signature on the instrument was voluntarily affixed by him for the purposes stated therein, and who declared to me that he executed the instrument as his free and voluntary act and deed as well as the free and voluntary act and deed of Higher Education Institutions represented herein.

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