



MEMORANDUM OF AGREEMENT



MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is entered into and executed by:

The **Don Mariano Marcos Memorial State University (DMMMSU)**, an educational institution duly organized and existing under the laws of the Republic of the Philippines, with address at Bacnotan, La Union, through the **National Apiculture Research Training and Development Institute (NARTDI)**, a research institution based in DMMMSU, hereafter represented by DMMMSU President, **JAIME I. MANUEL JR.**, and herein referred to as **DMMMSU-NARTDI**;

-and-

The **Mountain Province State Polytechnic College (MPSPC)**, an institution of higher learning created under R.A. 7182, with address at Poblacion, Bontoc Mountain Province, and is a Provincial Apiculture Satellite Center, hereafter represented by the President, **REXTON F. CHAKAS**, and herein referred to as **MPSPC**.

-WITNESSETH-

WHEREAS, one of the mandates of DMMMSU-NARTDI is to conduct researches aligned to the Harmonized National Research and Development Agenda and University Strategic Plan;

WHEREAS, DMMMSU-NARTDI has six existing Research and Development (R&D) Projects - Bee Botany and Pollination; Hive Management; Bee Pest and Diseases Management; Bee Product Processing, Packaging, and Utilization; Beekeeping Tools and Equipment; and Socio-economics and Marketing, with different studies;

WHEREAS, the scope of DMMMSU-NARTDI's implementation of R&D apiculture researches extends nationwide;

WHEREAS, MPSPC is DMMMSU-NARTDI's provincial apiculture satellite center based in Mountain Province from ____ to present, and is supportive towards the continuous development and promotion of the beekeeping industry in the Philippines;

WHEREAS, MPSPC possesses the technical expertise in apiculture and manpower resources supportive to the realization of objectives of DMMMSU-NARTDI's research titled: **"Physicochemical Characteristics, Bioactive Compounds, and Microbiological Quality of Domesticated (*Apis mellifera* L.) Honeys from Benguet and Mountain Province."**

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree on and adopt the following:

I. OBLIGATIONS OF DMMMSU-NARTDI:

1. Initiate the activities needed to be undertaken as stipulated in the approved annual and quarterly plans of the research study;
2. Conduct ocular field survey of the recommended research study site;
3. Provide needed office and beekeeping supplies and materials i.e. honeybee colonies, to MPSPC;
4. Properly orient the MPSPC partner-researcher on his/her duties/responsibilities;
5. Pay the 9-month salary of one (1) Research Assistant based in MPSPC;
6. Pay the 12-month communication allowance of the MPSPC partner-researcher; and
7. Monitor the status of experimental colonies and overall implementation of the study.





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II. OBLIGATIONS OF MPSPC:

1. Identify and recommend one (1) MPSPC staff as research team member during the whole duration of this agreement;
2. Identify and recommend one (1) Research Assistant with knowledge and skill in handling honeybees, to be based at the MPSPC from April-December 2021, and assist the MPSPC partner-researcher;
3. Recommend suitable location where the colonies will be placed;
4. Acknowledge receipt of office and beekeeping supplies and materials for the conduct of the study;
5. Secure safety and maintain good condition of research colonies during the whole duration of this agreement;
6. Submit monthly accomplishment report to DMMMSU-NARTDI;
7. Report problems encountered, as the need arises, to DMMMSU-NARTDI; and
8. Return all beekeeping supplies/materials to DMMMSU-NARTDI at the end of this agreement.

III. INTELLECTUAL PROPERTY RIGHTS

DMMMSU-NARTDI shall include the name of the MPSPC partner-researcher in all major reports, presentations, publications, and IP registrations of the research study.

IV. DISPUTE RESOLUTION

Both parties shall exert efforts to amicably settle disputes through negotiation, mediation, conciliation, or such other recognized modes of dispute resolution. No judicial or quasi-judicial action shall be ripe sans any effort to amicably settle. Nothing in this agreement prohibits the parties from settling the matter between themselves at any time before final judgement or prevent any party from seeking intermediate relief from the proper court of justice; provided, venue for any court action shall be the Courts of Bacnotan, La Union ONLY.

V. SEPARABILITY CLAUSE

Should any portion of this AGREEMENT be declared by competent court to be void or unenforceable, the rest of the portions shall remain valid, binding and effective and respected by the PARTIES provided the same can immediately stand even without the other.

VI. NO OTHER RELATIONSHIP CREATED

This agreement does not create any other relationship between PARTIES, their faculty, personnel, staff or students except those which may be necessary and proper in the good faith pursuit of the aims and objectives of this AGREEMENT.

VII. EFFECTIVITY

This Memorandum of Agreement shall take effect on the date when both parties have affixed their signatures herein and shall remain in force until December 31, 2021 or until sooner terminated with the written consent of both parties. This agreement may be renewed within fifteen (15) days prior its expiration for another two (2) years, subject to the written consent of both parties.



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IN WITNESS WHEREOF, the parties have hereunto set their hands to this ____ day of _____ 2021.

**DON MARIANO MARCOS MEMORIAL
STATE UNIVERSITY**

**MOUNTAIN PROVINCE STATE
POLYTECHNIC COLLEGE**

By:

JAIME I. MANUEL, JR.
President, DMMMSU

By:

REXTON F. CHAKAS
President, MPSPC

WITNESS/ES:

GREGORY B. VISTE
OIC-Executive Director
National Apiculture Research Training
and Development Institute

DR. ANNIE GRAIL F. EKID
Vice-President for
Research Development and Extension

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of La Union) S.S
Municipality of Bacnotan)

Before me, a Notary Public and in BACNOTAN LA UNION on MAY 03 2021, personally appeared the following with their respective witnesses with:

Name	Valid ID/CTC	Date and Place Issued
JAIME I. MANUEL, JR.	14060902	January 10, 2020 Bacnotan, La Union
REXTON F. CHAKAS	173 569 337	March 31, 1997 Bontoc, Mountain Province

KNOWN TO ME to me to be the same persons who executed and signed the forgoing Memorandum of Agreement consisting of THREE (3) pages including this page and acknowledgement to me that the same is their own free act and deed.

WITNESS MY HAND and SEAL on this MAY 03 2021 day of _____

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Series of 1001

Notary Public:

ATTY KRISTINE GAY B. BALANAG
NOTARY PUBLIC
UNTIL JAN 30, 2021
PTR No. 841023
ROLL No. 5983901BP No. 096082
TIN No. 938-047-706



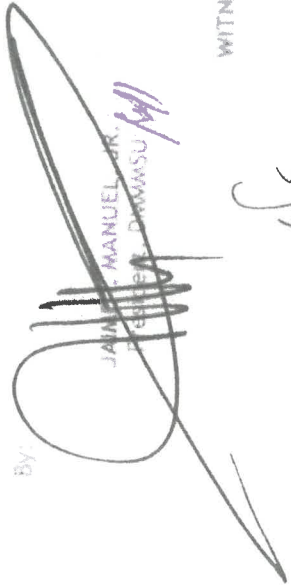
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STATE UNIVERSITY

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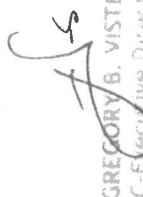
By:



JAIME MANUEL JR.
Director, DAWASU

By:


REXTON F. CHAKAS
President, MPSPC

WITNESS/ES:


GREGORY B. VISTE
OIC-Executive Director
National Apiculture Research Training
and Development Institute


DR. ANNIE CRAIL F. EKID
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Development and Extension