

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Memorandum of Agreement** executed by and between:

The **PHILIPPINE RUBBER RESEARCH INSTITUTE (PRRI)**, a staff Bureau of the Department of Agriculture (DA), with interim office address at Barangay Sanito, Ipil, Zamboanga Sibugay, represented herein by its Executive Director, **CHERYL L. EUSALA, Ph.D.**, and referred to as the "**DA-PRRI**";

-and-

The **UNIVERSITY OF SOUTHERN MINDANAO (USM)**, formerly known as the Mindanao Institute of Technology (MIT), a level IV State University, created and existing under and by virtue of the laws of the Republic of the Philippines, with office and postal address at Kabacan, North Cotabato herein represented by its President, **FRANCISCO GIL N. GARCIA, Ph.D.**, hereinafter referred to as "**USM**".

(**DA-PRRI** and **USM** are collectively called "**Parties**").

WITNESSETH:

WHEREAS, DA-PRRI, created through Republic Act 10089 or the PRRI Act of 2010, is mandated to initiate, administer, and strengthen research and development projects on rubber to address technology and policy gaps in promoting a robust rubber industry, ensuring standard in production and meeting demands for quality rubber in both domestic and international trades;

WHEREAS, DA-PRRI has an approved project with Department of Science and Technology – Philippine Council for Agriculture, Aquatic and Natural Resources and Research and Development (DOST-PCAARD) entitled "**Etiology, Detection and Management Strategies against *Pestalotiopsis* Disease of Rubber**".

WHEREAS, USM has been a Center of Excellence in Agriculture since 2015. One of its four-fold functions is Research, which is facilitated by a technical pool of experts capable of addressing the study's objectives of accomplishing project's social and economic impact.

NOW, THEREFORE, the foregoing premises considered, **DA-PRRI** and **USM** hereby into this Memorandum of Agreement (Agreement) and bind themselves as follows:

ARTICLE I SCOPE AND LIMITATION

This Agreement outlines the collaborative efforts of the Parties and is not intended to modify in any way or constitute a waiver of their respective mandates or powers as provided by relevant laws, rules, and regulations.

WITNESSES:

TAMIE C. SOLPOT
(Project Staff)

GILMAN M. MANALINDO
(Liaison Officer)

UNIVERSITY OF SOUTHERN MINDANAO (USM)

BY:

FRANCISCO GIL N. GARCIA, Ph.D.
(University President)

DEPARTMENT OF AGRICULTURE
- PHILIPPINE RUBBER RESEARCH
INSTITUTE (DA-PRRI)

BY:

CHERYL L. EUSALA, Ph.D.
(Executive Director III)

ARTICLE II PROJECT STATEMENT AND DESCRIPTION

This Agreement seeks to implement the approved project entitled "**Etiology, Detection and Management Strategies against *Pestalotiopsis* Disease of Rubber.**"

The project aims to determine the biology and epidemiology of *Pestalotiopsis* leaf fall disease in rubber, and eventually develop a DNA-based detection and effective management measures against the disease.

The duration of the project shall be for a period of **two (2) years**, specifically from **May 1, 2023 to April 30, 2025**.

ARTICLE III OBLIGATIONS OF THE PARTIES

A. Joint Responsibilities:

- i. Ensure that all provisions and regulations embodied in this Agreement are strictly followed to implement the respective Department programs and projects effectively and efficiently; and
- ii. Adhere to all laws, memoranda and circulars applicable.

B. The **DA-PRRI** shall:

- i. Exert all efforts toward attaining the objectives stated in the project proposal, including but not limited to providing facilities and technical personnel such as the project leader and staff.
- ii. Oversee the implementation of project activities and coordination with other collaborating agencies.
- iii. Submit technical accomplishment reports, semi-annual report, and terminal report duly endorsed by the Agency Head to DOST-PCAARRD, and furnishes copy to USM.
- iv. Disburse funds in accordance with the approved Line- Item Budget (LIB), subject to existing government accounting and auditing procedures; and make necessary reprogramming of funds.
- v. 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; and
- vi. Allocate funds for the expenses of the activities and travel of the USM personnel.

C. The **USM** shall:

- i. Provide the necessary technical experts referred as project staffs which have the following responsibilities:

WITNESSES:

TAMIE C. SOLPOT
(Project Staff)

GUTAMARHA MANALINDO
(Liaison Officer)

UNIVERSITY OF SOUTHERN MINDANAO (USM)

BY:

FRANCISCO GIL N. GARCIA, Ph.D.
(University President)

DEPARTMENT OF AGRICULTURE
- PHILIPPINE RUBBER RESEARCH
INSTITUTE (DA-PRRI)

BY:

CHERYL L. EUSAJA, Ph.D.
(Executive Director III)

WITNESSES:

BY:


CHERYL L. EUSALA, Ph.D.
(Executive Director III)


FRANCISCO GIL N. GARCIA, Ph.D.
(University President)


GUAMAN M. MANALINDO
(Liaison Officer)


TAMIE C. SOLPOT
(Project Staff)

- a) Coordinate with the Project Leader to ensure the goals of the project are attained.
 - b) Coordinate with the Project Leader in analyzing the data gathered.
 - c) Facilitate and monitor the implementation of project activities set by the project staff based on the project deliverables.
 - d) Coordinate with government and private entities for the gathering of data.
 - e) Assist the Project Leader in the presentation and submission of the project's accomplishment and write-ups for publication; and
 - f) Act as adviser of the Masters and Undergraduate students as part of the project's expected output.
- ii. Undertake actual/onsite visit to individual rubber plantations in the provinces of Zamboanga Sibugay, Basilan, Bukidnon, Caraga Region, and SOCCSKSARGEN during the conduct of the data gathering; and
 - iii. Allow project staff to travel during gathering of primary and secondary data, meetings for the project updates and dissemination of the information and technology generated from the project. Expenses incurred during the travel shall be charged to the project.

ARTICLE IV OWNERSHIP AND UTILIZATION OF INFORMATION, TECHNOLOGIES, INVENTIONS, AND IMPROVEMENTS

The **DA-PRRI** and **USM** 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 DA-PRRI 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 Agreement shall be in the name of **DA-PRRI**; provided, the USM expert or staff may publish the paper as author or co-author thereof.
2. All reports, articles, and media release arising from activities undertaken by virtue of and pursuant to this Agreement shall be made in the name of **DA-PRRI** in collaboration with **USM**. The names of the Project

WITNESSES:

UNIVERSITY OF SOUTHERN MINDANAO (USM)

DEPARTMENT OF AGRICULTURE
- PHILIPPINE RUBBER RESEARCH
INSTITUTE (DA-PRRI)

BY:

BY:

TAMIE C. SOLPOT
(Project Staff)

GUIAMAR M. MANALINDO
(Liaison Officer)

FRANCISCO EIL N. GARCIA, Ph.D.
(University President)

CHERYL L. EUSALIA, Ph.D.
(Executive Director III)

Leader and Project Staff of the Parties shall be identified, recognized, and included in the report.

3. **DA-PRRI** shall have the right to freely use all data, information, technology, and findings by virtue of and pursuant to this Agreement for any of the purposes within its legal mandate; provided, USM may be allowed access to the same; and
4. **DA-PRRI** shall ensure that the project and its outcome will not violate the intellectual property rights of any third party.

ARTICLE V IMPLEMENTATION OF THE AGREEMENT

The **DA-PRRI** and **USM** shall make the necessary arrangements to ensure satisfactory implementation of the project based on the terms of conditions that are stipulated herein.

This **Memorandum of Agreement** shall take effect immediately upon signing by the parties and shall continue to be in full force within the project duration of **two (2) years**. Any amendment of the provision of this agreement should be upon mutual written consent of both parties.

After the completion of the Project, this Agreement shall automatically be deemed terminated without need of any written Notice of Termination. Neither party may assign or transfer all or any portion of this Agreement without prior consent of the other party.

ARTICLE VI MISCELLANEOUS PROVISIONS

The individuals signing this Agreement on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this Agreement shall have been duly executed by the entity each represents.

Any additional or amendments to the stipulations hereof shall be done through 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.

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make an effort to resolve such dispute or difference by mutual agreement. Accordingly, the parties may resort to court only all efforts to settle the dispute amicably have been exhausted.

IN WITNESS WHEREOF, the parties have hereunto subscribe and affix their respective signatures this _____ day of 03 JAN 2025 in _____.

FOR AND ON BEHALF OF THE DEPARTMENT OF AGRICULTURE – PHILIPPINE RUBBER RESEARCH INSTITUTE (DA-PRRI):


CHERYL L. EUSALA, Ph.D.
Executive Director III


FRANCISCO GIL N. GARCIA, Ph.D.
University President

WITNESSES:


GUIAMAN M. MANALINDO
Liaison Officer


TAMIE C. SOLPOT
Project Staff

ACKNOWLEDGMENT

Republic of the Philippines)
Antipilas, Cotabato) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction this day of
03 JAN 2025 personally appeared the following public officials:

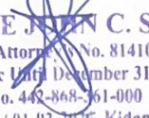
Names	Competent Proof of Identity	Date and Place of Issue
FRANCISCO GIL N. GARCIA	<u>P262144B</u>	<u>01 August 2019 DPA Davao City</u>
CHERYL L. EUSALA		

who are both known to me to be the same officials who executed the foregoing instrument and they both acknowledged before me that the same is their true and voluntary act and deed and that they have the authority to sign on behalf of their respective principals, where applicable.

This instrument refers to a Memorandum of Agreement consisting of six (6) pages, including this page wherein this Acknowledgment is written, signed on each page by the official representative of the parties in representation of the respective entities and their instrumental witnesses.

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

Doc. No. 471;
Page No. 96;
Book No. 49;
Series of 2025.


MARIONE JEAN C. SETO
Roll of Attorneys No. 81410
Notary Public until December 31, 2025
TIN No. 442-868-361-000
PTR No. 3522916 / 01-02-2025, Kidapawan City
IBP No. 494151 / 01-02-25 Kidapawan City