

MEMORANDUM OF AGREEMENT

ON

“DEVELOPMENT OF APPROPRIATE TREATMENTS TO COCONUT INFLORESCENCES TO IMPROVE HYBRIDIZATION OPERATIONS”

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into by and between/among:

The DEPARTMENT OF SCIENCE AND TECHNOLOGY - PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT hereinafter referred to as “DOST-PCAARRD,” with principal office at Los Baños, Laguna and represented by its Executive Director, DR. REYNALDO V. EBORA;

-and-

The UNIVERSITY OF SOUTHERN MINDANAO, and hereinafter referred to as “USM”, with principal office at Kabacan, North Cotabato, and represented herein by its President, DR. FRANCISCO GIL N. GARCIA;

WHEREAS, the abovementioned project was approved by the PCAARRD Directors’ Council on August 20, 2024 at the DOST-PCAARRD, Los Baños, Laguna.

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

WITNESSETH:

I. Purpose

This agreement seeks to implement the project titled, “Development of Appropriate Treatments to Coconut Inflorescences to Improve Hybridization Operations.”

II. Objectives

General Objective: To develop appropriate treatments to coconut inflorescence to improve hybridization operations.

Specifically, it aims to:

- 1. Determine the effects of different concentrations of liquid fertilizers applied on the fruit set and nut yield of hybridized inflorescences of dwarf coconuts; and
- 2. Determine the effects of thinning of buttons on the fruit set, nut yield, and quality of hybridized dwarf coconuts.

III. Expected Outputs

The expected outputs of the project are the following:

6Ps and 2Is	Output
Publication	- Two (2) scientific papers on enhancement of coconut inflorescence and fruit thinning studies presented in a national/ international conference. - At least two (2) articles submitted in SCOPUS/ISI indexed journals. - Published two (2) IEC materials on coconut farm management (submission of soft copies

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Project Leader
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Director, CRD
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	of the IEC materials for uploading to the eLibrary of DOST-PCAARRD). One (1) revised hybridization manual of PCA.
Patent	Application of two (2) utility models for the developed protocols (standard cultural management practices) on nutrient enhancement of hybridized inflorescence and thinning practices.
Product	Developed two (2) protocols on application of liquid/foliar fertilizer and button thinning procedure.
People Services	- Mentored five (5) MS Horticulture and five (5) BS Agriculture students on coconut production and hybridization programs. - Capacitated project team and staff to at least two (2) trainings on foliar fertilization and button thinning in relation to coconut hybridization/production. - Trained 30 men and women stakeholders from PCA, SUCs, and coconut farmers' association on research outputs and technology/process generated from the project components.
Policy	One (1) draft of policy recommendation for standard application of liquid/foliar fertilizers and fruit thinning practices.
Places and Partnerships	Forged MOU/MOA with PCA-NCSPC which will provide the coconut hybridization area for experiments and assistance from technical and skilled personnel
Social Impact	- Increased men and women coconut farmers' awareness on the importance of maintaining quality inflorescences in reducing the occurrence of flower abscission, fruit dropping, and immature shedding of buttons and nuts. - Capacitated men and women coconut hybridization workers and PCA field personnel in the proper ways of enhancing inflorescence nutrition and button thinning to increase hybrid nut production.
Economic Impact	- In the long term, increased production of hybrid seednuts leads to increased distribution of seedlings to farmers and thus increased planting and replanting of coconuts. Therefore, increased future harvests and income. - Greater economic activities through the supply chain of coconut seednuts/seedlings.

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IV. Duration of the Project

The project shall be implemented for TWO AND A HALF (2.5) YEARS covering the period December 1, 2024–May 31, 2027. The project shall commence immediately or within two (2) months after the release of funds. In case there is a change in actual date of implementation, it shall be requested from DOST-PCAARRD by USM.

V. Rights and Obligations of the Parties

DOST - PCAARRD shall:

- a. Provide financial support for the project with a total grant of FIVE MILLION PESOS (P5,000,000.00), with the following breakdown:

Year	Budget (PhP)
Y1	2,363,980.00
Y2	1,864,945.00
Y3	771,075.00
Total	5,000,000.00

For its Y1 implementation, the total amount of TWO MILLION THREE HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED EIGHTY PESOS (PhP 2,363,980.00) shall be remitted to USM, the line-item budget (LIB) of which is attached as **Annex A** and made an integral part hereof.

Such grant shall be for the Year 1 of the project to be led by USM and to be expended as allocated in the project's approved LIB and released subject to the terms and conditions specified in the DOST A.O. No. 11, series of 2020 (dated September 2, 2020) on "Revised Guidelines for the Grants-In-Aid Program of the Department of Science and Technology and Its Agencies" and its amendments (**Annex B**), not contradicting with the current guidelines, shall govern the implementation of the project.

Release of succeeding project funds shall be subject to review, evaluation and approval by DOST-PCAARRD approving bodies duly supported by the required financial and technical reports.

- b. Monitor and evaluate the implementation of the project in accordance with the objectives and the workplan;
- c. Conduct periodic field evaluation of the project to identify problems, solutions and remedial actions to avoid delays in implementation;
- d. Provide adequate coordinative and efficient administrative support and management system necessary for the smooth implementation of the project;
- e. Ensure that specific work plans agreed by all parties are adhered to including budgets necessary to implement such plans;
- f. Review periodic financial reports submitted by the implementing agency; and
- g. Appraise technical reports (semi-annual, annual, publishable report and terminal).

The implementing agency, USM, through its President, binds itself to implement the project under an assigned Project Leader in accordance with the approved project proposal (made part hereof as **Annex C**) and shall be strictly implemented following the project's work and financial plan.

Among the responsibilities of the implementing agencies as provided for in this guidelines are as follows:

USM shall:

1. Exert all efforts (such as providing facilities and technical personnel with the required expertise) to attain the objectives stated in the proposal; and
2. Take the lead in the implementation of project activities and coordinate with other collaborating agencies;

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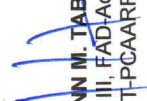
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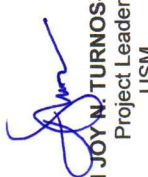
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3. Hire the required project personnel as indicated in the approved proposal in accordance with the existing hiring policies of the agency and the approved LIB; request approval from DOST-PCAARRD of any changes in the position/designation of the project personnel to be hired; and submit list of personnel engaged in the project following DOST Form 11.
4. Submit the following accomplishment reports duly endorsed by the Agency Head to DOST-PCAARRD:
 - 4.1 An acceptable semi-annual technical and financial report using DOST Forms 6 and 8 in two (2) hard copies and one (1) electronic copy within a month after the end of the project semester.
 - 4.2 An acceptable annual technical and financial accomplishment report using DOST Forms 7 and 8 in two (2) hard copies and one (1) electronic copy within two (2) months after the end of a project year. In case of a program, a consolidated annual program report shall be submitted in addition to the individual project reports.
 - 4.3 A quality terminal technical and financial report following DOST Forms 15 and 16 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.
5. Disburse funds in accordance with the approved LIB, subject to existing government accounting and auditing procedures, and make necessary reprogramming of funds for not more than three (3) times in each implementation year, following these rules:
 - 5.1 Approve, through Implementing Agency Head or his authorized representative, any reprogramming/transfer of funds of existing expense items (other than those enumerated in 5.2) budget as originally approved by the DOST-PCAARRD to augment direct and indirect cost under PS and MOOE. A copy of approval shall be provided to DOST-PCAARRD within two (2) weeks for documentation/concurrence of the monitoring division, otherwise the approved reprogramming shall be null and void;
 - 5.2 Exceptions to the provisions of 5.1 are the following:
 - 5.2.1 Budget for the Foreign Travel, Training and Reclassification
 - 5.2.2 Creation of new expense item, including increase/decrease of numbers of items (e.g., equipment, personnel) originally approved in the LIB and upgrading/downgrading of positions from the originally approved PS
 - 5.2.3 Increase in indirect cost budget exceeding the 7.5% ceiling for indirect cost
6. Submit at least three (3) copies of the following financial reports to DOST-PCAARRD:
 - 6.1 Semi-annual financial report using DOST Form 8, certified correct by the agency accountant and approved by the agency head within a month after each semester, supported by Report of Disbursement (ROD) and/or Report of Checks Issued (RCI).
 - 6.2 Annual financial report using DOST Form 8 certified correct by the Agency Accountant and approved by the agency head within two (2) months after the end of each implementation year.
 - 6.3 Terminal financial report (TFR) duly accepted by the COA, using DOST Form 16, within three (3) months after project completion. The reported unexpended balance shall be refunded back to the Bureau of the Treasury (BTr).

Financial reports are accompanied by DOST Forms 9, 11, 12, and 13, whenever applicable.
7. The use of foreign travel funds, if provided for in the approved LIB, shall be governed by DOST Administrative Order No. 001, series of 2017: Revised Rules on Foreign Travel of DOST Personnel and Rule Governing the Use of Travel Grants for Paper/Poster Presentation, effective 29 January 2018.
8. 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. DOST-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.


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REYNALDO V. EBORA
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Record all equipment purchased in the institution's books on inventory of equipment. Submit report on equipment purchased under Capital/Equipment Outlay and MOOE Semi-expendable Equipment using DOST Form 12 with the corresponding Property Acknowledgement Receipts (PARs) or Inventory Custodian Slips (ICS).

9. Make available to authorized officials of DOST-PCAARRD and the Commission on Audit during office hours, the records of project operations and books of accounts for inspection whenever necessary.
10. 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; without prejudice to the provision of Section VI hereof.

Project Leader, shall:

- a. Coordinate with Project Staff to ensure that goals of the project are attained;
- b. Facilitate and monitor the implementation of project activities;
- c. Coordinate, facilitate and monitor the preparation of the project's accomplishments and financial reports;
- d. Consolidate project's accomplishment reports and prepare syntheses of accomplishment reports; and
- e. Maintain close communication and coordination with DOST-PCAARRD.

Project Staff, shall:

- a. Coordinate with Project Leader to ensure that goals of the project are attained;
- b. Facilitate and monitor the implementation of project activities;
- c. Facilitate the preparation and submission of the project's accomplishments and financial reports which shall be packaged by the Project Leader as a project output; and
- d. Maintain close communication and coordination with DOST-PCAARRD.

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

The Implementing Agencies and the researchers recognize that results of the project and the rights to publication, except those that relate to intellectual property concerns, belong jointly to the researchers and implementing agencies. Ownership of intellectual property and intellectual property rights shall be governed by but not limited to, Chapter II, Rule 5 and Rule 6 of the Implementing Rules and Regulations of Republic Act (R.A.) No. 10055.

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

Subject to the limitations recognized by law, particularly those that relate to intellectual property, the implementing agencies 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.

VII. Discontinuance of Assistance

DOST-PCAARRD reserves the right to:

- a. Discontinue any program/project of its assistance at any time with prior consultation with Implementing Agency for violation of this agreement or when it is determined that the results obtained or are reasonably expected to be obtained do not justify further activity for reasons attributable to the willful act of the project leader and/or implementing team; suspend the program/project and the disbursement of funds for violation of any part of this agreement;
- b. Terminate any project when funds are not available from the national government.

Discontinuance of assistance, suspension or termination of this agreement shall be done by DOST-PCAARRD upon prior consultation with USM. In case of suspension, upon receipt of the written notice therefore, the implementing agency shall cease disbursement of project funds and shall resume only upon the written advice of DOST-PCAARRD. In case of termination, DOST-PCAARRD shall notify the Project Leader 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.


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DOST-PCAARRD

VIII. Indemnification

Each party shall indemnify, hold free and harmless, and defend at its expense the other party/ies from and against all suits, claims, demands and liabilities of any nature or kind, arising out of acts or omissions of the former, in the performance of any activity in connection with the project, including those that may be initiated by its employees, workers, agents, subcontractors, or by other entity or persons against said party by reason of or in connection to the program/project.

IX. Amendment Provision

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.

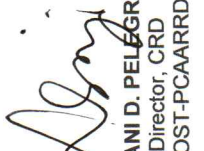

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Project Leader
USM

X. 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.

XI. Preferred Dispute Resolution (Government to Government)

Should any disagreement arise out of the application, interpretation or implementation of this Agreement, the parties shall endeavor to exercise best efforts to amicably negotiate their difference. In case of failure, the rules under Alternative Dispute Resolution Act of 2004 (RA 9285) on dispute between government agencies shall apply.


LEILANI D. PELEGRINA
Director, CRD
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XII. Data Privacy Provision

Personal data and/or technical information, shared between all parties are necessary for effective research and development and shall be in accordance with the Philippine Technology Transfer Act of 2009 and the Data Privacy Act of 2012 and their Implementing Rules and Regulations.

It is expressly understood by all parties that the confidentiality, integrity, and availability of information shall be upheld at all times and disclosure or transfer, consciously or unconsciously, to any party outside of this agreement, shall be prevented without the knowledge and written consent of all parties, except where such consent is not required for the lawful processing of personal data, as provided by law.


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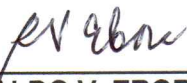
XIII. Effectivity and Termination

This Agreement shall take effect after the same is duly signed and notarized. It shall remain in force for until such time that the proponent/s have submitted all the requisite documents as stipulated in this agreement and cleared by the Funding Agency from all accountabilities.


REYNALDO V. EBORA
Executive Director
DOST-PCAARRD

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this _____ at _____.

DOST-PCAARRD
By:



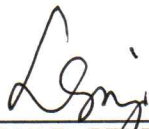
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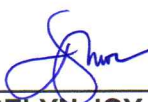


FRANCISCO GIL N. GARCIA
President

WITNESSES:



LEILANI D. PELEGRINA
Director, CRD
DOST-PCAARRD



**LORELYN JOY N. TURNOS-
MILAGROSA**
Project Leader, USM

Certified Funds Available:



JAIVEE ANN M. TABADERO
Accountant III
DOST-PCAARRD

ACKNOWLEDGMENT

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

BEFORE ME, A NOTARY PUBLIC for and in Los Baños, Laguna, Philippines, on this _____, personally appeared:

<u>NAME</u>	<u>GOVERNMENT ISSUED IDENTIFICATION</u>	<u>DATE/PLACE ISSUED</u>
REYNALDO V. EBORA	S0026509A	October 6, 2022/ DFA, Manila

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 Entities they represent.

This instrument, consisting of nine (9) pages, including this page whereon this Acknowledgement is written, signed by the parties together with their instrumental witnesses one each on every page thereof

TO THE TRUTH OF FOREGOING, witness now my hand and seal on the date and place first above written.

Doc No. _____
Page No. _____
Book No. _____
Series of 2024

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, A NOTARY PUBLIC for and in Los Baños, Laguna, Philippines, on this
_____, personally appeared:

<u>NAME</u>	<u>GOVERNMENT ISSUED IDENTIFICATION</u>	<u>DATE/PLACE ISSUED</u>
FRANCISCO GIL N. GARCIA	_____	_____ _____

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