

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

The **SPECIAL AREA FOR AGRICULTURAL DEVELOPMENT (SAAD) PROGRAM**, a locally funded project of the **DEPARTMENT OF AGRICULTURE (DA)** with principal office address at the SAAD Office, 3rd flr. DA New Building, Department of Agriculture – Office of the Secretary, Elliptical Road, Diliman, Quezon City, represented herein by **DR. MYER G. MULA** and hereinafter referred to as **DA-SAAD**,

AND

The **DON MARIANO MARCOS MEMORIAL STATE UNIVERSITY (DMMMSU)**, a State University System, with principal office address at Bacnotan, La Union, Philippines represented herein by **DR. JAIME I. MANUEL JR.**, and hereinafter referred to as **DMMMSU**.

WITNESSETH:

WHEREAS, the **Department of Agriculture** is the principal government agency mandated to develop the agriculture and fisheries sectors in the country through the provision of adequate and appropriate support services;

WHEREAS, the **Department of Agriculture - Special Area for Agricultural Development (DA-SAAD) Program** is a locally funded project under DA that was created to help alleviate poverty among the marginalized sectors of agriculture and fishery of the thirty (30) priority provinces identified by the Philippine Statistics Authority (PSA) as well as areas covered by Executive Order No. 70, series of 2018 within the covered SAAD Provinces;

WHEREAS, the **Don Mariano Marcos Memorial State University (DMMMSU)** is a state university that specializes in impact evaluation and impact evaluation studies in the agriculture and fisheries sector of the country.

WHEREAS, **DA-SAAD** will partner with **DMMMSU** to conduct a **Midterm Assessment** to evaluate the performance of the FY 2017 – 2018 selected provinces or 18 SAAD provinces, identify if its implementation is still aligned with its desired goal and provide recommendations on the improvements of the program for the remaining FY 2021 – 2022.

WHEREAS, **DA-SAAD** has the financial resources to support the Midterm Assessment proposal of **DMMMSU** as contained in the attached **Detailed Project Proposal** as Annex A of this Memorandum of Agreement, hereinafter referred to as the Agreement, for brevity.

WHEREAS, **DMMMSU** possesses the technical expertise and manpower to undertake the midterm assessment project as contained in the attached **Detailed Project Proposal**.

WHEREAS, **Secretary William D. Dar** and **Dr. Jaime I. Manuel Jr.** are duly empowered to enter into, sign and execute this Memorandum of Agreement on behalf of their respective organizations.


WILLIAM D. DAR, Ph.D.
Secretary, DA


JAIME I. MANUEL JR. Ph.D.
President, DMMMSU











Now, THEREFORE, in consideration of the above premises, the parties mutually agree on the following:

Article 1
TITLE OF THE PROJECT

The project is titled "**SAAD Midterm Assessment**" hereinafter referred to as the "**PROJECT**."

Article 2
PROJECT

Section 1. *Bases for Implementation.* **DMMMSU** shall strictly implement the project in accordance with the approved project proposal as contained in the attached **Detailed Project Proposal** which shall form an integral part of this Agreement.

Section 2. *Modifications.* No modification of the project proposal or any deviation in the implementation thereof shall be allowed without the written consent of **DA-SAAD**.

Section 3. *Assignment of rights.* No part of the project including any rights thereto may be transferred, assigned or subcontracted to third parties, without the written consent of **DA-SAAD**.

Section 4. *Workplan.* The schedule for the implementation of the project shall be set forth in the **Workplan** which shall form an integral part of this Agreement. The project shall commence immediately or within 30 working days after the receipt of funds and Notice to Proceed. In case there is a change in the actual date of implementation, **DMMMSU** shall notify **DA-SAAD** of the change thru a Notice of Change of Implementation from the implementing agency. Delay or deviation in the implementation schedule of the project based on the **Workplan** shall not be allowed without the written consent of **DA-SAAD**.

Article 3
FUNDING, FINANCIAL RECORDS & REPORTS

Section 1. *Provision of funds.* The **DA-SAAD** shall provide the project funds in the total amount of **SIX MILLION TWO HUNDRED ONE THOUSAND FIVE HUNDRED NINETY-EIGHT PESOS ONLY, (PhP6,201,598.20)**, for the project for a period of eight (8) months in accordance with the provisions of the following sections.

Section 2. *Accounting & auditing standards.* All fund releases of the project shall be subject to existing standards of accounting and auditing laws, rules and regulations of the government. It shall also conform with the provisions of the Commission on Audit Circular No. 94—013 as amended (Rules and Regulation in the Grant, Utilization and Liquidation of Funds Transferred to Implementing Agencies), and Commission on Audit Circular No. 2012-001, s. 12 (Prescribing the Revised Guidelines and Documentary Requirements for Common Government Transactions) on the grant, utilization and liquidation of funds released.

Section 3. *Schedule of fund releases.* The budget for the project shall be released in accordance with the **SCHEDULE OF RELEASES & OUTPUTS** as Annex B which shall likewise form an integral part of this Agreement.

Section 4. *Fund Disbursement and Utilization.* In the course of implementation of the project, the **DMMMSU** shall be responsible and accountable for the direct disbursement of the funds in accordance with the project's approved Line Item Budget (LIB). Request for necessary reprogramming or realignment of funds will depend on the requirement of **DMMMSU** as long as it will not affect the Project Proposal output. Any unutilized amount


WILLIAM D. DAR, Ph.D.
Secretary, DA

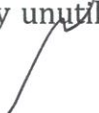

JAIME J. MANUEL JR, Ph.D.
President, DMMMSU











after the completion of the project implementation shall be returned to **DA-SAAD** supported with appropriate financial documents and justification/s.

Section 5. *Forms and documents for reports.* The **DMMMSU** shall accomplish such forms and prepare such documents as required by the **DA-SAAD** in accordance with the attached **SCHEDULE OF RELEASES AND OUTPUTS** as Annex B for monitoring and record-keeping purposes, or in compliance with government auditing rules and regulations.

Section 6. *Financial records.* The **DMMMSU** shall account for funds provided under this Agreement and shall keep and maintain financial records in accordance with accepted standards, principles and practices in accounting.

Section 7. *Right to inspect financial records.* The **DA-SAAD** shall have the right to inspect and audit all financial records kept by the **DMMMSU** related to the project at any time during and after the implementation of the project. The **DMMMSU** shall make all records available upon demand thereof by **DA-SAAD** and Commission of Audit.

Section 8. *Withholding of fund releases* – The **DA-SAAD** reserves the right to withhold fund releases of **DMMMSU** for the following reasons:

1. Substantial negative variance between actual accomplishments vis-à-vis the planned work for a given period as contained in Attachments A and B as determined by **DA-SAAD**;
2. Unauthorized delay or deviations in the implementation of the project, unless delay is caused by any factor beyond the control of **DMMMSU** such as calamities and security issues;
3. Non-compliance with the reportorial and liquidation requirements;
4. Refusal to allow **DA-SAAD** representatives to inspect and audit the progress of the project; and
5. Inexcusable failure to produce financial records upon demand by the **DA-SAAD**

The **Project Leader** shall have shared accountability with the **DMMMSU** for the above mentioned reasons.

Section 9. *Termination/deferment of Project.* The **DA-SAAD** reserves the right to terminate the project of **DMMMSU** for the following reasons:

1. Outside of *force majeure*, **DMMMSU** fails to deliver or perform any or all of the project's objectively verifiable indicators specified in the project proposal, or within any extension thereof granted by **DA-SAAD** pursuant to a request made by **DMMMSU** prior to the delay;
2. The **DMMMSU** used the funds not in line with the detailed funding proposal nor requested approval of realignment of funds from **DA-SAAD**;
3. The **DMMMSU** does not execute the project activities in accordance with the approved project proposal or flagrantly neglects to carry out its obligations under the MOA;
4. The **DMMMSU** fails to perform any other obligation under the MOA; and
5. Recasting due to changing priorities of the oversight agencies that is beyond the control of **DA-SAAD**;

The **Project Leader** shall have shared accountability with the **DA-SAAD** for the above mentioned reasons.

Article 4

PROJECT MANAGEMENT, IMPLEMENTATION, MONITORING & EVALUATION

Section 1. *Project Management.* The **DMMMSU** shall be responsible for the orderly, systematic and timely implementation of the project based on Attachment A and shall


WILLIAM D. DAR, Ph.D.
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JAIME I. MANJIL JR., Ph.D.
President, DMMMSU











provide an adequate and efficient administrative support and management system necessary for its successful implementation.

Section 2. *Hiring of personnel.* The **DMMSU** shall be responsible for the hiring of personnel whose positions are listed in Attachment A. The services of all personnel hired by **DMMSU** for the project shall be coterminous with the duration of the project unless sooner terminated based on valid and legal grounds.

Section 3. *Labor laws and Civil Service Commission (CSC) rules and torts.* No employer-employee relationship shall exist between **DA-SAAD** and the personnel hired by **DMMSU** for the project.

Section 4. *Planning, Monitoring and Evaluation.* **DMMSU** shall provide the **DA-SAAD** the necessary information in the conduct of the whole assessment. Any unforeseen changes in conditions affecting the implementation of the project shall be recorded and reported immediately to **DA-SAAD**. The **DA-SAAD** shall likewise provide the necessary technical support and assistance, monitor and keep track of the progress of the project implementation and the utilization of the funds in accordance with the approved project proposal; and for this purpose, shall send representative/s for field visits and inspections.

Section 5. *Equipment.* All equipment outlay required for the conduct of the project shall be shouldered by **DMMSU** as its counterpart of the project. No purchase of any capital outlay may be charged to the transferred amount unless approved by **DA-SAAD** through a written proposal prepared by **DMMSU**.

Article 5 INTELLECTUAL PROPERTY RIGHTS

Section 1. *Intellectual property rights.* The **DA-SAAD** and/or the Department of Agriculture may use, reproduce, refer or publish in any forms the output of the project. **DA SAAD** will not be held liable by all means with such action.

Section 2. *Recognition of principal author/institutions.* All major reports or articles including tri media presentations using project data and output shall recognize the **DMMSU** and the principal researchers and authors involved in the project as well as state and acknowledge **DA-SAAD** as the source of research funding support. For paper and poster presentations from the results of the **PROJECT** by the project leader, the **DMMSU** shall officially communicate to **DA-SAAD** to seek its approval.

Article 6 COMPLIANCE WITH LOCAL AND INTERNATIONAL LAWS AND AGREEMENTS

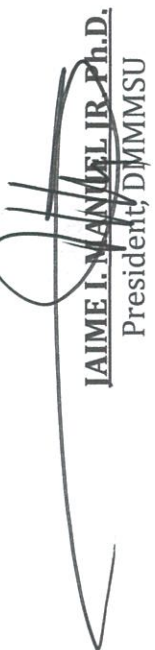
Section 1. *Responsibility.* The **DMMSU** shall be responsible in making sure that the execution of methodology and data gathering & processing, may it be primary or secondary data, are in accordance with local ordinances, laws, rules and agreements.

Section 2. *Third-Party Liability.* In case where third parties, both private and public, local and international, shall have a cause of action to sue as a result of the implementation of the methodology through this **Agreement**, **DMMSU** shall assume full responsibility over the payments of damages and shall hold the **DA-SAAD** free from liability.

Article 7 BREACH OF CONTRACT

Section 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


WILLIAM D. DAR, Ph.D.
Secretary, DA


JAIME I. MANDEL JR. Ph.D.
President, DMMSU











Agreement, both parties shall endeavor to settle the matter amicably in the following manner:

1. A notice in writing shall be sent by the concerned party to the other party stating therein the basis for the breach or disagreement;
2. The parties shall thereafter set a meeting/s for the purpose of settling the matter amicably; and
3. All agreements shall be reduced in writing and signed by the parties or their duly appointed representatives.

Section 2. *Administrative remedy.* If no amicable settlement is reached within sixty (60) days from receipt by the other party of the 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 the controversy, following the rules of procedure of the said offices for dispute settlement where contending parties are government agencies, bureaus, or government owned and controlled corporations. Alternative legal remedies may likewise be availed of.

Article 8 AMENDMENT

Section 1. *Changes in Provisions.* In the course of implementation, and as the needs demand, amendment(s) of the MOA shall be made for any change(s) in the provisions.

Section 2. *Separability clause.* If, for any reason, any part of this MOA is declared invalid or unconstitutional, any part or provision not affected thereby shall remain in full force and effect.

Article 9 FINAL PROVISION

Section 1. *Effectivity.* This Agreement shall take effect after the same is duly signed and notarized, and the **DMMMSU** receives the official **NOTICE TO PROCEED** with the implementation of the project. The agreement is co-terminus with the approved duration of the project unless otherwise the project was recommended for termination before the project's actual completion, or project extension is granted.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures this _____, 2020 in _____, Philippines.

DA



WILLIAM D. DAR, Ph.D.

Secretary, DA

DMMMSU



JAIME L. MANUEL JR. Ph.D.

President, DMMMSU

Signed in the presence of:



ENGR. ARIEL T. CAYANAN

Undersecretary for Operations, DA



CYNTHIA M. RODRIGUEZ Ph.D.

Project Leader, DMMMSU



MYER G. MULA, Ph.D.

Program Director, DA-SAAD



DEXTER P. LICAY

Accountant, DMMMSU

DEPARTMENT OF AGRICULTURE
in replying pls cite this code :
For Signature: S-10-20-0199
Received : 10/12/2020 09:00 AM

Certificate of Fund Availability

Certificate of Fund Allocation

** Saquing*
CHARIE SARAH D. SAQUING
Chief, DA - Accounting Division

Valentino
TELMA C. TOLENTINO
Chief, DA - Budget Division
SADD FY 2020

** Based on the approved
Certificate of Fund
Allocation*

Ortega

[Signature]

[Signature]

[Signature]

[Signature]

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City) s.s.

OCT 15 2020

BEFORE ME, a Notary Public for and in Quezon City, this ___ day of _____, 2020 personally appeared:

NAME	Government Issued ID	Date Issued	Place Issued
WILLIAM D. DAR			

Both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act as well as those of the entities they respectively represent.

I FURTHER CERTIFY this Memorandum of Agreement which consists of _____ () pages including this page where acknowledgement is written, has been signed by the parties and their instrumental witness on each and every page hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal on OCT 15 2020
at QUEZON CITY, Philippines.

Doc. No. 90
Page No. 20
Book No. H
Series of 2020

Y. Ace
ATTY. YOLANDA A. OSEA ALFONSO
Notary Public for Quezon City
Until 2020
NOTARY PUBLIC
CTR No. 9342789/01/03/20/QC
IDP No. 231841 / Roll No. 17738
MCLE Compliance No. VI-001263 / 01/27/2019
Adm. Matter No. NP-203-RTC-QC(2020)

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Province of La Union) s.s.

BEFORE ME, a Notary Public for and in La Union Province, this ___ day of _____, 2020 personally appeared:

NAME	Government Issued ID	Date Issued	Place Issued
JAIME I. MANUEL JR.	EC6631126	1/28/2016	DFA La Union

Both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act as well as those of the entities they respectively represent.

I FURTHER CERTIFY this Memorandum of Agreement which consists of _____ () pages including this page where acknowledgement is written, has been signed by the parties and their instrumental witness on each and every page hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal on AUG 25 2020
at BACNOTAN, LA UNION, Philippines.

ATTY. KRISTINE GAY B. BALUYAN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2020
PTR No. 3411823
ROLL No. 59339; IBP No. 098082
NOTARY PUBLIC 042-706

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Series of 2020

ANNEX B: Schedule of Releases & Outputs

Project Title: **SAAD MIDTERM ASSESSMENT**

Release: The amount of **PhP 6,201,598.20** shall be provided for the project upon execution of the MOA.

1. **PhP 4,341,118.74** representing the first release of budget or 70% mobilization fund of the total budgetary requirement of the project upon execution of the MOA.
2. **PhP 1,240,319.64** representing the second release of budget or 20% of the total budgetary requirement of the project upon submission of initial project report, financial status report/audited financial report (whichever is applicable); and M&E form or evaluation of accomplishment for the initial release
3. **PhP 620,159.82** representing the third and final release of budget or 10% of the total budgetary requirement of the project upon submission of final project report, financial status report/audited financial report (whichever is applicable); and M&E form or evaluation of accomplishment for the initial release

The releases shall be subject to availability of funds and existing accounting and auditing rules and regulations.

Reports

1. Progress Reports. All project proponents are required to submit Monthly Accomplishment Report duly endorsed by the Agency Head.

The Report shall contain the major accomplishments and/or findings and should be submitted to DA SAAD for review and evaluation by the Evaluation Team.

2. Financial Report. A status of funds duly signed by the Agency Accountant should be submitted to SAAD monthly. An overall financial report signed by the Accountant and verified by the COA Representative shall also be submitted at the end of the program.
3. Completion Reports. At the end of the project, 6 copies of terminal/completion report shall be submitted to DA SAAD. The reports shall be properly endorsed by the Agency Head and shall be evaluated by the Evaluation Team, and duly accepted by DA SAAD thru a certificate of acceptance.

The proponent shall also submit a brief write-up of the project summarizing the accomplishments/significant results in publishable form.

The proponent shall also submit within 60 days of project termination an audited financial report for the total amount released to the project. All undisbursed funds (if any) after the completion of the project implementation shall be returned to DA SAAD and an Official Receipt properly issued. Acceptable justification/s should also be provided for the undisbursed funds.

4. Verifiable Accomplishments. All other outputs indicated in the Logical Framework shall be submitted to DA SAAD within the period specified. DA SAAD or its authorized representatives shall verify accomplishments of the outputs specified therein.



5. During or within 60 days after the project has been completed, the proponent shall submit knowledge products such as scientific papers, manual guides, brochures, books, bulletins and similar papers in publishable form and in a language and presentation (e.g. plain text; text with graphics and audio-visual) appropriate for the target end-users. DA SAAD must be a co-publisher specifically for books that will be produced.

