

## RESEARCH FUNDING AGREEMENT

Between and among

**THE COMMISSION ON HIGHER EDUCATION,**

**THE MARIANO MARCOS STATE UNIVERSITY,**

**THE ILOCOS SUR POLYTECHNIC STATE COLLEGE,**

-and-

**THE DON MARIANO MARCOS MEMORIAL STATE UNIVERSITY**

---

### KNOW ALL MEN BY THESE PRESENTS:

This Research Funding Agreement (hereinafter referred to as "RFA") entered into this January 2, 2023 by:

The **PHILIPPINE COMMISSION ON HIGHER EDUCATION**, a government agency created pursuant to Republic Act No. 7722 with principal address at Higher Education Development Center, C.P. Garcia Avenue, UP Diliman, Quezon City represented herein by its Chairman, **J. PROSPERO E. DE VERA III, DPA**, hereinafter referred to as the "**CHED**";

The **MARIANO MARCOS STATE UNIVERSITY**, created by virtue of Presidential Decree No. 1279, with office address at Brgy. 16S Quiling Sur, City of Batac, Ilocos Norte, represented herein by its President, **SHIRLEY C. AGRUPIS, Ph.D.**, hereinafter referred to as "**MMSU**";

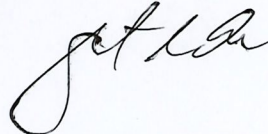
The **DON MARIANO MARCOS MEMORIAL STATE UNIVERSITY**, created through Presidential Decree 1778, with office address at Sapilang, Bacnotan, La Union, represented herein by its President, **DR. JAIME I. MANUEL, JR.**, hereinafter referred to as "**DMMSU**";

and

The **ILOCOS SUR POLYTECHNIC STATE COLLEGE**, created by virtue of Republic Act No. 8547, with office address at Santa Maria, Ilocos Sur, represented herein by its President, **DR. GILBERT R. ARCE**, hereinafter referred to as "**ISPSC**".

Hereinafter collectively referred to as "**UNIVERSITIES**".

**CHED** and **UNIVERSITIES** are collectively referred to as the "Parties" or individually as "Party".





## RECITALS:

**WHEREAS**, the Government of the Republic of the Philippines, pursuant to Republic Act No. 118639, also known as the "General Appropriations Act (GAA) for Fiscal Year (FY) 2022," has appropriated funds to implement, through the **CHED**, the special collaborative project for research and Higher Education Institution (HEI) capacity building known as "**Leading the Advancement of Knowledge in Agriculture and Sciences (LAKAS)**" Program (hereinafter referred to as "LAKAS Program");

**WHEREAS**, the LAKAS Program focuses on research and development efforts in four (4) strategic technology areas of (1) Agriculture, Environment, Forestry, and Fisheries, (2) Health and Nutrition, (3) Science and Engineering, and (4) National Quality Infrastructure to contribute to the accelerated development of Philippine HEIs to become world class institutions with the aim of contributing to and spurring innovation, economic development, and global competitiveness of the Philippines;

**WHEREAS**, the **UNIVERSITIES** as collaborating research institutions are interested in participating in the LAKAS Program, and submitted a project proposal, titled **LAKAS 2022-005: "Advancing Ilocos IFP Food Systems Through Academia-Industry Collaborative Research and Innovations Toward Healthy Food Security"**, which project has been approved by the **CHED** for funding and implementation per CEB Resolution No. 483-2022 dated 30 September 2022, under the terms and conditions of this RFA;

**WHEREAS**, the **CHED** and the **UNIVERSITIES** believe that by entering into this RFA they will be able to achieve the objectives of the LAKAS Program to their respective and mutual beneficial interest;

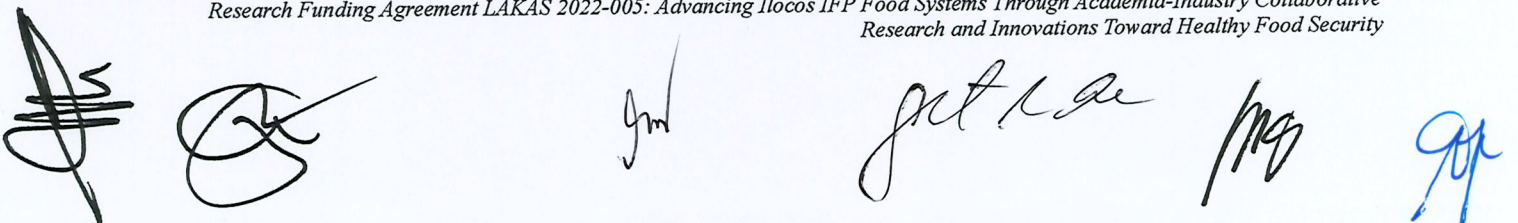
**WHEREAS**, the representatives of the **UNIVERSITIES** have been properly authorized to enter into this agreement by their respective Governing Boards;

**WHEREAS**, this RFA together with attachments or annexes, which are incorporated by reference, constitutes the complete agreement and understanding between the contracting parties with respect to this LAKAS project titled "[insert project title]";

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the terms and conditions stipulated, the Parties hereby agree, as follows:

## ARTICLE 1. The PROJECT

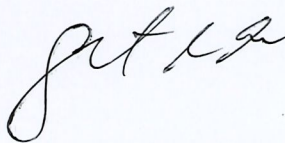
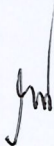
1.1 With the **CHED** as the Philippine Government's funding agency of the LAKAS Program and the **UNIVERSITIES** as Philippine collaborating HEIs, for purposes of implementing the **LAKAS 2022-005: "Advancing Ilocos IFP Food Systems Through Academia-Industry Collaborative Research and Innovations Toward Healthy Food Security"**, the Parties expressly agree that this RFA, which sets the terms and conditions shall govern their legal and contractual relationship in the implementation of the herein project as described below:





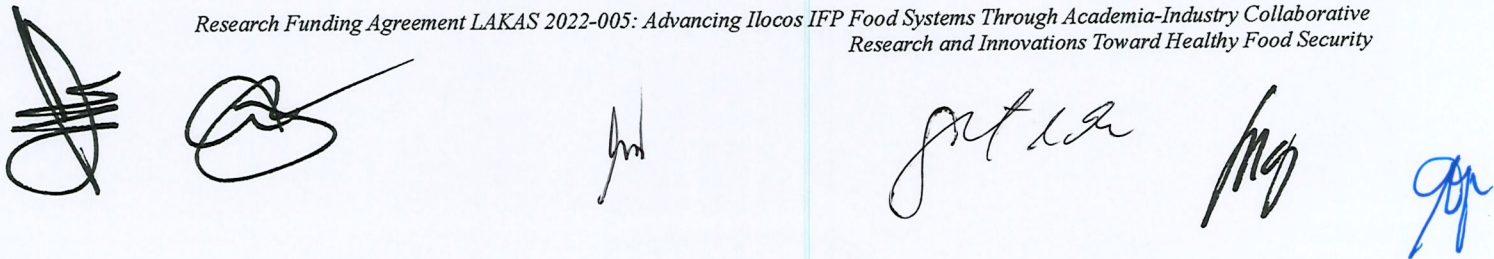
PROJECT DESCRIPTION & SCOPE OF WORK OF COLLABORATING/PARTNER HEIs:

Program Title:	<b>ADVANCING ILOCOS IFP FOOD SYSTEMS THROUGH ACADEMIA-INDUSTRY COLLABORATIVE RESEARCH AND INNOVATIONS TOWARD HEALTHY FOOD SECURITY</b>  With three project components:  <ol style="list-style-type: none"><li>1. Development of Probiotics from indigenous root crops (Dioscorea spp.), duhat (Syzygium cumini), wax gourd (Benincasa hispida), garlic (Allium sativum) and bamboo shoot (Bambusa spp.), and nipa sap (Nypa fruticans) in Ilocos Norte</li><li>2. Development of Probiotics from yacon (Smallanthus sonchifolius), tebbeg (Ficus nota), and allagat (Uvaria rufa Blume) in Ilocos Sur</li><li>3. Development of Probiotics from roselle (Hibiscus sabdariffa), mulberry (Morus alba), and corn (Zea mays) in La Union</li></ol>
Program Code Number:	<b>LAKAS 2022-005</b>
Name and Address of Lead HEI:	Mariano Marcos State University City of Batac, Ilocos Norte
Name of Program/Project Leader/ Position Title/Contact Details:	<b>DR. SHIRLEY C. AGRUPIS</b> President/Program Leader (63) (077) 600 0459 op@mmsu.edu.ph Mariano Marcos State University City of Batac, Ilocos Norte  <b>DR. DIONISIO S. BUCAO</b> Project Leader of MMSU (63) (077) 600 0459 dsbucan@mmsu.edu.ph Mariano Marcos State University City of Batac, Ilocos Norte
Names and Addresses of Collaborating HEIs:	Ilocos Sur Polytechnic State College Sta Maria, Ilocos Sur  Don Mariano Marcos Memorial State University Sapilang, Bacnotan, La Union
Names of Collaborators per HEI/SUC/Position Titles/Contact Details:	<b>DR. JAIME I. MANUEL, JR.</b> President / Project Leader of DMMMSU +63 9177738884 president@dmmsu.edu.ph Don Mariano Marcos Memorial State University Bacnotan, La Union





	<b>DR. GILBERT R. ARCE</b> President / Project Leader of ISPSC (63) (077) 732-5512 ispsc_2705@yahoo.com Ilocos Sur Polytechnic State College Sta Maria, Ilocos Sur						
<b>Brief Project Rationale/ Description:</b>	<p>Probiotics are one of the fastest-growing sectors of functional foods in the market which is projected to reach USD 309 billion in 2027 and is expected to maintain a compound annual growth rate of 7.5% between 2022 – 2027. This market expansion is driven by the effectiveness of probiotics in preventing and treating various health conditions and consumer health awareness. Bringing IFPs into the mainstream food production system could provide benefits beyond food, due to their nutritional, antioxidant, and other chemical contents that have positive implications for human health. With the abundance of IFPs in the Ilocos region, including vegetables, root crops, traditional rice, palms, and fruits, this research program offers an innovative approach for the formulation and development of probiotic products such as beverages, probiotic food and pharmaceutical formulations from these local plant resources.</p> <p>With adequate investments in R&amp;D efforts in SUCs, these IFPs which may be referred to as “minor” crops because of their limited role in larger agricultural food production systems, could be harvested and utilized in the formulation of food products and probiotic supplements which could pave a way to unlock Filipinos’ resilience in food security and sovereignty, promote sustainable agriculture, improve health and nutrition, and strengthen economic development.</p>						
<b>Total Budget:</b>	<b>Grand Total: PhP289,555,594.64</b>  <b>PHASE 1: (Year 1): PhP100,000,000.00</b>  <b>PHASE 2:</b> <b>*Year 2: PhP168,716,353.84</b> <b>*Year 3: PhP20,839,240.80</b>  <b>Breakdown per HEI/SUC:</b>  <b>MMSU:</b> <table><tr><th>Schedule</th><th>Amount, PhP</th></tr><tr><td>Month 1 to 12 (Year 1 of the Program)</td><td>PhP100,000,000.00</td></tr><tr><td>Month 13 to 24* (Year 2 of the Program)</td><td>PhP139,109,102.40</td></tr></table>	Schedule	Amount, PhP	Month 1 to 12 (Year 1 of the Program)	PhP100,000,000.00	Month 13 to 24* (Year 2 of the Program)	PhP139,109,102.40
Schedule	Amount, PhP						
Month 1 to 12 (Year 1 of the Program)	PhP100,000,000.00						
Month 13 to 24* (Year 2 of the Program)	PhP139,109,102.40						





	Month 25 to 36* (Year 3 of the Program)		PhP10,890,897.60
	Total		PhP250,000,000.00
	DMMMSU:		
	Schedule		Amount, PhP
	Month 13 to 24* (Year 2 of the Program)		PhP19,361,849.84
	Month 25 to 36* (Year 3 of the Program)		PhP5,200,941.60
	Total		PhP24,562,791.44
	ISPSC:		
	Schedule		Amount, PhP
	Month 13 to 24* (Year 2 of the Program)		PhP10,245,401.60
	Month 25 to 36* (Year 3 of the Program)		PhP4,747,401.60
	Total		PhP14,992,803.20

\* subject to availability of funds

1.2 PROJECT WORK PLAN AND BUDGET

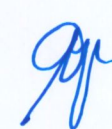

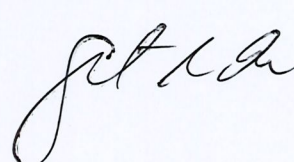
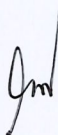
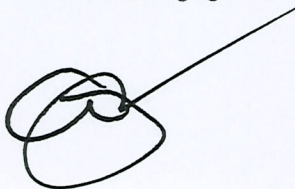

1.2.1 Attached as integral part and annexes of this RFA are the following documents:

- a) Annex “A” - Approved Collaborative Research Project;
- b) Annex “B” - Schedule of Research Project Fund Releases for the UNIVERSITIES;

1.2.2. A budget allocation in the amount of **Two Hundred Eighty-Nine Million Five Hundred Fifty-Five Thousand Five Hundred Ninety-Four Pesos and Sixty-Four Centavos (PhP289,555,594.64)** for the whole project shall be distributed according to the approved funding requirements of the implementing institutions by the **CHED** subject to the applicable Philippine Government accounting and auditing laws, rules and regulations. Funds will be released to the **UNIVERSITIES** based on Annex “B” mentioned above which takes into consideration the approved Project Work Plan and Budget, as well as the Schedules embodied in the aforementioned approved project proposal.

ARTICLE 2. DEFINITION OF TERMS

2.1 **Administrative Overhead Cost (Indirect Cost)** — refers to those facilities and administration costs that are incurred for common or joint activities and, therefore, may not be identified readily and specifically with a particular sponsored project.





**2.2 Capacity Building** – A systematic process through which the Philippine HEIs could strengthen the professional knowledge and skills in science and technology; develop and train faculty, students and staff and thereby enhance their ability to identify and meet development challenges.

In the global context, capacity building refers to the ability of individuals and institutions to make and implement decisions and perform functions in an effective, efficient and sustainable manner. At the individual level, capacity building refers to the process of changing attitudes and behaviors imparting knowledge and developing skills while maximizing the benefits of participation, knowledge exchange and ownership. At the institutional level, it focuses on the overall organizational performance and functioning capabilities, as well as the ability of an organization to adapt to change.

**2.3 Deliverables** - A tangible object or completed task produced as a result of a research project that is intended to be delivered to the **CHED**.

**2.4 Financial Report** - An official record prepared by the **UNIVERSITIES** for endorsement of the Project Leader to the LAKAS Program Management and Coordination Office (PMCO). This includes the actual costs and disbursements of the reporting period.

**2.5 Lead Higher Education Institution (HEI)** - Any entity accountable for and responsible for the full implementation of the collaborative activities of the project.

**2.6 Milestones and Milestone Report** - **Milestones** are high-level descriptions of activities or tasks with corresponding outputs or deliverables. Milestones shall also be quantified in terms of percentage of the deliverable for the year, e.g. a 25% milestone corresponds to activities, tasks and outputs that comprise 25% of the total project deliverables for the year. A corresponding payment of 25% shall be released upon accomplishment of this milestone as verified by the **CHED**.

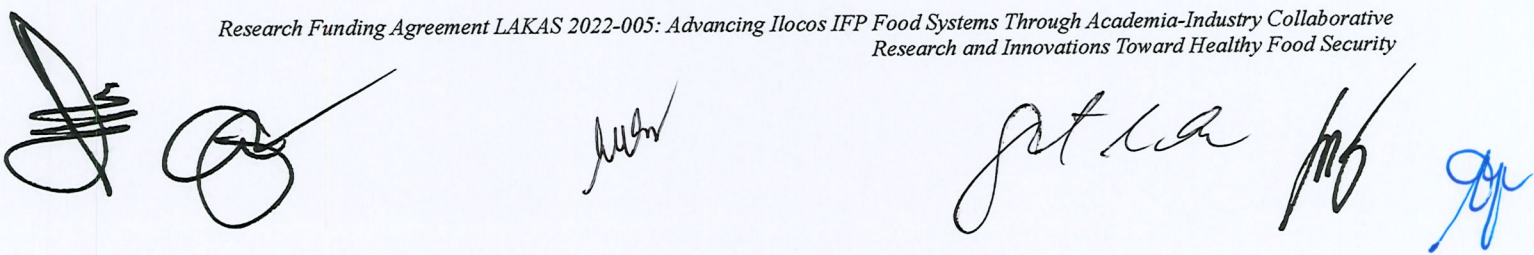
The **milestone report** shall include a description of tasks completed, corresponding outputs and evidence thereof. In recognition of the unpredictability of research activities and outputs, milestones to be reflected in the RFA may be worded in general terms while still being sufficiently descriptive of activities to allow for reasonable verification and evaluation by the **CHED**.

**2.7 Project Budget** - A detailed breakdown of the financial support requested from the funding agency (**CHED**), reflecting the best estimate of the costs requested to conduct the work outlined in the project proposal.

**2.8 Project Equipment** - Any apparatus used primarily for research valued at PhP50,000.00 or more.

**2.9 Program Leader** - refers to the individual who organizes and implements a program and is a Project Leader of at least one (1) of the projects in the program. He/she shall coordinate with the Project Leaders to ensure that the goals of the projects and program are attained. He/she shall also consolidate the projects' outputs which shall be packaged as a program output.

**2.10 Project Leader** - refers to the individual identified in the Research Funding Agreement who has primary responsibility for the scientific and technical direction of the project, its overall implementation, and the submission of necessary reports.

The image shows six handwritten signatures in black ink, arranged horizontally across the bottom of the page. The signatures are stylized and vary in length and complexity, representing the individuals involved in the research funding agreement.



2.11 **Co-Project Leader or Equivalent** - refers to the individual as may be identified by the Project Leader who shares responsibility with the participating HEI/s for the scientific and technical direction of the project.

2.12 **Project Work Plan** - A description of the project to be accomplished with an outline of how it will be done over the project duration including the staffing and resources needed in the conduct of the project.

2.13 **Technical Report** - A document prepared for each project by the Project Leader for submission to the **CHED** through the LAKAS PMCO, describing the progress of a research project in terms of detailed technical specifications such as materials, functions, features, operations, market potential, and similar information.

### ARTICLE 3. OBLIGATIONS OF THE CHED

#### A. TO THE UNIVERSITIES

3.1 To provide a total funding assistance to the **UNIVERSITIES** in the amount of **Two Hundred Eighty-Nine Million Five Hundred Fifty-Five Thousand Five Hundred Ninety-Four Pesos and Sixty-Four Centavos (Php289,555,594.64)**. Fund releases shall be in accordance with the approved Schedule of Research Project Fund Releases (Annex "B"). It is understood that the **UNIVERSITIES** shall shoulder any and all expenses in excess of the approved project budget. Excess funds, if any, shall be turned over to the **CHED**. Such releases shall be subject to the submission of financial statements as provided under applicable Philippine Government accounting and auditing laws, rules and regulations.

#### B. MONITORING MECHANISM

3.2 The **CHED** shall develop and implement a project monitoring mechanism which identifies and considers gaps and problem areas which must be immediately addressed, in the event that the project incurs delays or deviations from its approved Milestones Table or Project Work Plan and Budget, as applicable;

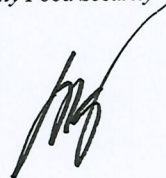
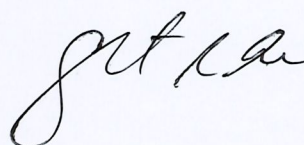
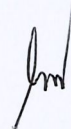
3.3 The **MMSU** as the lead implementing HEI and represented by the Program Leader shall assist **CHED** in monitoring the project implementation and shall compile and submit to **CHED** all required reports and submission.

#### C. PAYMENTS/FUND RELEASES

3.4 All payments/funds released to the **UNIVERSITIES** shall be in accordance with the approved Schedules mentioned in Subsections 3.1 above.

3.5 The release and remittance of research funds to the **UNIVERSITIES** shall be in the name of the following **UNIVERSITIES**, in such amounts as may be indicated in Annex "B":

- a. Mariano Marcos State University
- b. Don Mariano Marcos Memorial State University





c. Ilocos Sur Polytechnic State College

**D. Dissemination of LAKAS Project Research Results**

3.6 The **CHED** or the **UNIVERSITIES** shall facilitate and provide avenue/s where the research results could effectively and adequately be disseminated and utilized with the end in view of achieving the Philippine capacity building objective of the LAKAS Program.

**ARTICLE 4. OBLIGATIONS OF THE COLLABORATING RESEARCH INSTITUTIONS**

**The UNIVERSITIES, individually and collectively, shall:**

4.1 Undertake the Project strictly in accordance with the ATTACHED approved Collaborative Research Project (Annex "A").

4.2 Execute a Memorandum of Agreement (MOA) among themselves, as needed, to set the terms and conditions to govern the legal and contractual relationship of the concerned Parties in the implementation of the herein project.

4.3 Utilize the research funds in accordance with the approved Research Project Work Plan and Budget.

4.4 Obtain all relevant permits, licenses or clearances that may be required for the project.

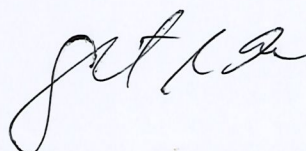
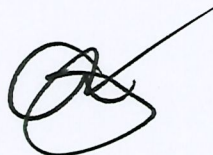
4.5 Issue Official Receipts or such other documents that will prove receipt of every amount received from the **CHED**.

4.6 Monitor the accomplishment vis-à-vis the approved Project Work Plan and Budget for the **UNIVERSITIES**, and submit to the **CHED** such Technical and Financial Reports as may reasonably be necessary, during the project duration.

4.7 To the extent it is legally able to do so, grant the **CHED** a sublicensable, non-exclusive and royalty-free license to use, copy, produce, reproduce, modify, adapt, implement, advance and otherwise exploit the research results and any intellectual property rights for educational and research purposes for the life of the patent rights/copyrights to: (i) the patent rights that are conceived and reduced to practice during the performance of research under this RFA; and (ii) in the case of copyrights, the copyrights that are first created in the course of and under this particular RFA.

4.8 Provide such support services and facilities as may be necessary to fulfill the requirement of the project including but not limited to the Project staff, their salaries/fees/wages or such other remunerations, office space, research facilities/equipment during the conduct of the research project.

4.9 Ensure that there are at all times a designated Project Leader and the project Teams to undertake the implementation of the project and ensure that they will carry out the project strictly in accordance with the approved Work Plan and Budget.





4.10 Execute an Inter-Institutional Agreement (IIA) with the **CHED** as a signatory that will define the specific terms and conditions in the event that a disclosure of invention is made by either party and both decide to jointly develop/exploit/commercialize the same.

4.11 Present the project results in a forum for critiquing.

4.12 Submit a Final Terminal Report (in hard and soft copies) within sixty (60) calendar days from the end date of the project implementation or project termination (including approved extension). Such report shall contain complete technical and financial details including the disclosure of a verified list of IP/IPRs generated by or any project income derived from the research project as of the date of project termination. The Financial Report at the end of the project shall reflect the final adjustments of costs and payments. The Program Leader shall be responsible in collecting, compiling, and submitting to **CHED** the Final Terminal Report. Failure by a participating HEI to submit the Final Terminal Report to **CHED** within sixty (60) calendar days from the date of completion of the research project shall result in the return of one percent (1%) of the Administrative Overhead Cost for each month, including a fraction of a month, of delay thereof.

4.13 Be accountable for the payment of all taxes, duties and fees of whatever nature connected with or related to this RFA where applicable.

4.14 Remain accountable to the **CHED** for the successful implementation and completion of the project.

4.15 Contribute to the identification of annual research opportunities by providing up-to-date information on state of the art technologies that may be developed, applied, or adapted to the Philippine national development priorities;

4.16 Identify or nominate staff who can assist in managing any of the research and development activities of the project, including the monitoring of collaborative projects undertaken and/or led by the implementing institution researchers;

4.17 Open a separate Trust Account with any government authorized depository bank nearest to the project site where project funds will be deposited.

4.18 Submit final financial report to the **CHED**, certified correct by the respective **UNIVERSITY** Accountant and approved by the respective **UNIVERSITY** Head within sixty (60) calendar days from the end date of the project implementation or project termination (including approved extension) and provide full access to the **CHED** to all data, observations and project results/findings. The Program Leader shall be responsible in collecting, compiling, and submitting to **CHED** the Financial Reports. Failure by a participating HEI to submit the Financial Report to **CHED** within sixty (60) calendar days from the date of completion of the research project shall result in the return of one percent (1%) of the Administrative Overhead Cost for each month, including a fraction of a month, of delay thereof.

4.19 Keep all physical and electronic documents and records related to all approved research projects, including the scientific and laboratory notebooks, databases, and research notes for a period of ten (10) years after termination of the project. The **CHED** shall, during this period, have access to any or all of such documents for review, reference and possible IP protection;

4.20 Keep and maintain separate accounting books and records for the project which shall be voluntarily submitted whenever required and subjected to monitoring and





evaluation of the **CHED's** Authorized Representative/s. The **CHED** shall be fully furnished certified true copies of any/all required documents upon request.

4.21 Return to the **CHED** any/all unused balance of the project funds and interests earned upon pre-termination or completion of the project within sixty (60) calendar days from date of termination, except in the case of Philippine public HEIs which are authorized to utilize such interests earned pursuant to the provisions of their respective charters and applicable government accounting and auditing laws, rules and regulations;

All project income other than income from commercialization of IP/IPRs governed by Section 4.22 below, that may be generated in the course of project implementation shall be duly accounted for and returned to the **CHED** within sixty (60) calendar days from date of termination of the project except in the case of Philippine public HEIs which are authorized to utilize their internally generated project income pursuant to the provisions of their respective charters and applicable government accounting and auditing laws, rules and regulations;

Project income refers to gross income earned by the HEIs that is directly generated by a supported activity or earned as a result of the approved research project; it includes, but is not limited to, royalty payments and other intellectual property rights remuneration received from results/products, processes, and technology systems arising from a project; rental fees, and related types of remuneration received from the use of equipment/facilities funded by the LAKAS Program; sale of produce and other products, services and publications from project activities; and training fees (net of expenses) collected from training packages developed from the project activities.

Interests earned on advances of LAKAS Program funds is not project income. Except as otherwise provided in the terms and conditions of the Project funding, project income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them.

4.22 Be vested with the authority to use its share of the revenues derived from commercialization of IP generated from the research project as a state university undertaking technology transfer, which enjoys fiscal autonomy under its charter, the Philippine Technology Transfer Act of 2009, Republic Act No. 10055, and the applicable government accounting and auditing laws, rules and regulations.

4.23 Receive funds from the **CHED** for the project subject to the visitorial audit of the Philippine Commission on Audit (COA).

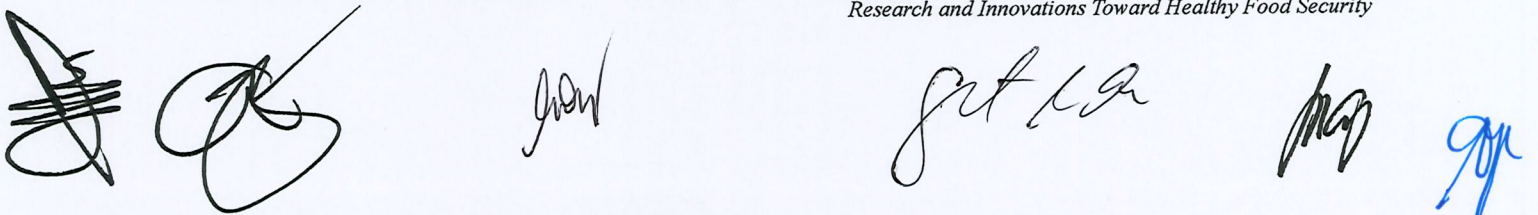
4.24 Abide by the provisions of COA Circular No. 94-013 dated 13 December 1994. This circular directly or indirectly pertains to projects funded either fully or partly by government agencies.

4.25 Comply with the provisions of Republic Act No. 9184 and its Implementing Rules and Regulations in any procurement the **UNIVERSITIES** shall undertake.

## ARTICLE 5. RESEARCH PERSONNEL

5.1 The Program/Project Leader and staff shall be composed of the following:

**For MMSU:**





<b>Program Leader:</b>	<b>DR. SHIRLEY C. AGRUPIS</b> President
<b>Project Leader:</b>	<b>DR. DIONISIO S. BUCAO</b> Supervising Education Program Specialist
<b>Project Staff L3:</b>	<b>PROF. RHIAN JAYMAR D. RAMIL</b> Assistant Professor III
<b>Project Staff L2:</b>	<b>PROF. FAIRIE ANN A. DOMINGO</b> Assistant Professor III
	<b>PROF. MA. DANICA I. RAMIL</b> Assistant Professor III
	<b>PROF. FELICITAS SANCULI</b> Assistant Professor II
	<b>MS. GRACE SHEILA JALANI</b> Instructor
	<b>MR. JOHNMEL VALEROZO</b> Instructor 1
	<b>DR. MEEJAY DOMINGO</b> Associate Professor V
<b>Project Staff L1</b>	<b>DR. MAE ANN BATUYONG</b> Assistant Professor IV
	<b>DR. KARINA L. DAMO</b> Assistant Professor III
	<b>MR. JAYSON CARIAGA</b> Science Research Assistant
	<b>MS. ARIANNE FAITH MAE BESEOS</b> Instructor I
	<b>MS. XENIA ELIKA N. BUCAO</b> Instructor I
	<b>PROF. ANGELICA MAY DC. MENDOZA</b> Assistant Professor II
	<b>RALPH KEVIN S. BAROLO</b> Instructor II
	<b>ELEAZER O. GRANDE</b> Science Research Assistant

**For DMMMSU:**

<b>Project Leader:</b>	<b>DR. JAIME I. MANUEL, JR.</b> President
------------------------	--



A series of handwritten signatures in black and blue ink, likely representing the project members and the project leader, Dr. Jaime I. Manuel, Jr.



**Project Staff (Level 3): DR. ANGELINA T. GONZALES**  
Professor V

**Project Staff (Level 3): PROF. VICTORIA N. MALAYA**  
Professor III

**Project Staff (Level 2): PROF. KENETH G. BAYANI**  
Associate Professor III

**Project Staff (Level 2): DR. JESUS RAPHAEL B. JARATA**  
Associate Professor III

**Project Staff (Level 2): PROF. ANABELLA G. VALDEZ**  
Professor III

**Project Staff (Level 2): MS. DIANNE A. PERALTA**  
Science Research Specialist I

**Project Staff (Level 1): DR. GLENNADI RUALO**  
Associate Professor V

**Project Staff (Level 1): MS. MARIA THERESA C. CACHERO**  
Assistant Professor II

**Project Staff (Level 1): Mr. JOHN RAYMUND TORRES**  
Assistant Professor IV

**For ISPSC:**

**Project Leader: DR. GILBERT R. ARCE**  
SUC President III

**Project Staff (Level 3): DR. REMELY A. SANIDAD**  
OIC VP for Planning, Information, Research, and Extension

**Project Staff (Level 2): DR. SHIRLEY P. PALMA (for Year 2)**  
Associate Professor V / Ph. D. Major in Biology

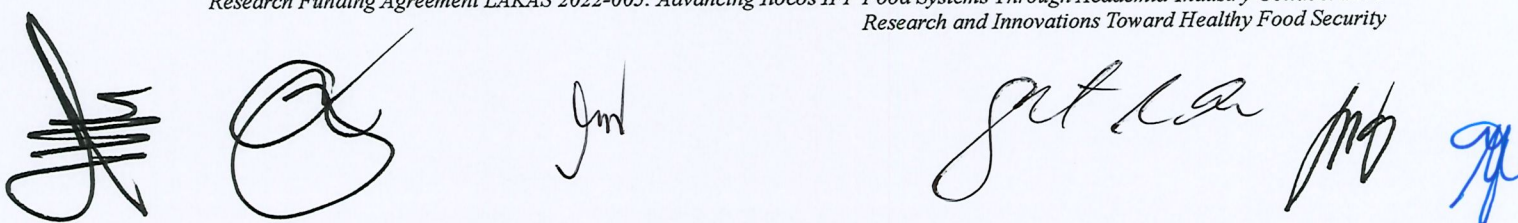
**DR. DANIEL JUAN B. RAMIREZ (for Year 3)**  
Instructor I / Ph. D. Science Educ. Major in Science

**DR. ROBERT S. ABLOG (for Year 2)**  
Assistant Professor II / Ph. D. Agronomy

**DR. ARLENE P. ABLOG (for Year 3)**  
Associate Professor II / Head, IPO / Project Leader  
IP-TBM

**DR. KATRINA S. SARAZAWA (for Year 2)**  
Assistant Professor III / DBM – HM

**MRS. JONA A. RANTE (for Year 3)**  
Assistant Professor I / MAT - HE





**Project Staff (Level 1):** **DR. GEMALYN L. TENOC (for Year 2)**  
Instructor I / Ph. D. Science Education

**MR. CHRISTIAN C. MOLINA (for Year 2)**  
Instructor 1 / BS Fisheries, Aquaculture

**DR. MARITES M. RUIZ (for Year 3)**  
Assistant Professor II / Ph. D. Science Education

**DR. DESA D. ABAYA (for Year 2)**  
Assistant Professor II / Ph.D. TEM

**DR. JENNIFER C. CHAVEZ (for Year 3)**  
Assistant Professor III / Ph. D. TEM

**MR. PETER PAUL L. LAZO, MSA (for Year 2)**  
Science Research Specialist I / MS Agriculture

**DR. MILAGROS O. LIBERATO (for Year 3)**  
Assistant Professor IV / Ph.D. Agronomy

**MR. RICHARD HORTIZUELA (for Year 3)**  
Instructor I / BS Information Technology

5.2 The Program Leader and the project staff are directly accountable for the implementation and completion of the project. The **UNIVERSITIES** shall ensure that an Officer-in-Charge will be available in the absence of the Principal Project Leader.

5.3 The designation of the Program Leader and research project staff shall be co-terminus with the project.

5.4 Subcontracting of any part of the research shall require prior written approval from the **CHED**. However, in the event that such subcontracting is allowed, the **UNIVERSITIES** shall remain liable and responsible for the output of the subcontracted party.

## **ARTICLE 6. FAILURE TO COMPLETE THE RESEARCH PROJECT**

It is understood that the Pre-termination Clauses of this RFA shall apply should the collaborating HEIs fail to complete the project for cause or prematurely voluntarily terminate the same. Such failure to satisfactorily complete the research project within the period stated in the approved Project Work Plan and Budget or any extension granted shall mean forfeiture or discontinuance of the project. The remaining balance of the research fund shall revert automatically to the **CHED** subject to the applicable Philippine government accounting and auditing laws, rules and regulations.

## **ARTICLE 7. EQUIPMENT AND OWNERSHIP**

7.1 All equipment purchased for the project and funded by the **CHED** shall be reported to **CHED**. The **CHED** reserves the right to ownership over the purchased equipment and facilities upon submission of the required documents for the transfer of ownership as may be determined by **CHED**.





7.2 The equipment may be shared with other ongoing research programs/projects subject to the guidelines drawn up by the **CHED** for this purpose. The Property Officer of the **CHED AFMS-GSD** shall keep an official record of all equipment purchased. The **UNIVERSITY** Project Leader shall be primarily responsible for the proper utilization and maintenance of the equipment for the project.

## ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS

8.1 **Law Governing IP/IPR Ownership.** The employees of the **UNIVERSITIES** are required to assign IP rights to their respective institutions, in accordance with the applicable policies of each institution. Considering that the budget for the approved collaborative research project under the LAKAS Program shall be funded by the Philippine Government, through the **CHED**, the provisions of Republic Act No. 8293, the Intellectual Property Code of the Philippines, as amended, and Republic Act No. 10055, the Philippine Technology Transfer Act of 2009, shall govern, where applicable, on the inventorship and ownership of intellectual properties (IP) and intellectual property rights (IPR) arising from and/or as a result of the implementation of the approved collaborative research project.

8.2 **Use of HEI Resources.** In the joint creation of IP and IPR as output and/or result of the collaborative research projects funded by the **CHED** under this RFA, the use of any laboratory/research facility or utilization of any faculty or staff or resources of the **UNIVERSITIES** shall not grant either party the sole ownership over the IP/IPR.

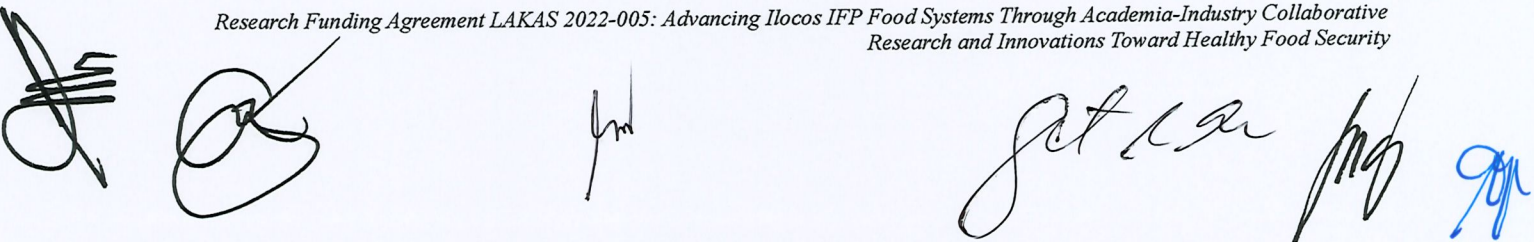
8.3 **No Harm Policy.** The **UNIVERSITIES** may utilize and exploit the IP/IPR in accordance with the purposes for which the same are intended and in such a way as not to injure their respective interest therein or prevent them from utilizing and exploiting the IP in accordance with their rights.

8.4 **Territorial Exploitation.** Unless there is a written agreement between the **UNIVERSITIES**, they shall each have the right to license the use, offer to sell, sell and/or manufacture their solely owned IP/IPR which were conceived and first reduced to practice in the course of their collaboration within their respective territories. The HEIs may also agree on specific areas or countries outside of their respective territories where each of them will license the IP/IPR.

8.5 **Recognition of IP.** If a particular collaborative research project has led to the creation or generation of IP/IPR, the rights shall be governed by this RFA.

8.6 **Licensing and Assignment of IP Rights.** For IP rights that are conceived and reduced to practice in the course of and under a RFA, each IP license between the **UNIVERSITIES** and a commercial licensee will: (i) reserve for the IP owner(s) and others in the non-profit sector, the right to make and use the rights on their own behalf for their education and research purposes; (ii) reserve a sublicensable, non-exclusive, non-commercial license for the **CHED**, for the life of the IP rights; and (iii) acknowledge the **CHED** as a funder of the research that led to the invention.

Jointly owned IP rights will be governed by the inter-institutional agreements (IIAs) between the joint owners. Such IIAs will specify, at a minimum, how licensing of the joint property is to take place, details regarding patent prosecution and management, expense and revenue sharing, communications with law firms, and the like.

The block contains several handwritten signatures in black and blue ink, representing the parties to the agreement. There are approximately seven distinct signatures of varying styles and colors.



8.7 **Ownership of Background IP.** The **UNIVERSITIES** own and shall continue to own their respective Background IP which is herein collectively defined as those IP that they have created prior to the implementation of the collaborative research project/s under the LAKAS Program covered by the RFA. The ownership of the Background IP notwithstanding, the HEIs shall grant each other a non-exclusive, compensation-free license to use its Background IP to the extent necessary for the purpose of conducting the collaborative research projects for internal non-commercial research purposes only. For the avoidance of doubt, Background IP rights of the researchers who do not receive funding through a RFA are excluded from this Section and can only be included if the concerned party obtains the (future) written consent of the relevant inventor.

8.8 **Recognition of IPR of Authors and Inventors.** The **UNIVERSITIES** accept that the moral recognition of the IPR of authors and inventors are effective ways of ensuring accountability and accessibility of knowledge and technologies. The names of the authors of the works shall be indicated unless the author himself/herself expressly declines to be named. Inventorship shall be determined in accordance with Section 8.9 below. The compensation, royalty income or revenue share of individual authors and inventors who are acknowledged as such in projects covered by this RFA shall be based on the policy of the HEI to which they belong, and subject further to the provisions of Section 8.6 above.

8.9 **Inventorship, IP/IPR Disclosures and Protection.** The **UNIVERSITIES** shall promptly notify each other and the **CHED** in writing after receipt of a written invention or copyright disclosure that names the **CHED** as a funder of the research. Each HEI agrees to take appropriate steps to cause all personnel assigned to the research projects not to disclose any and all inventions until the IP/IPR are protected. Unless otherwise agreed upon in writing by the HEIs, inventorship is subject to their respective IP policies.

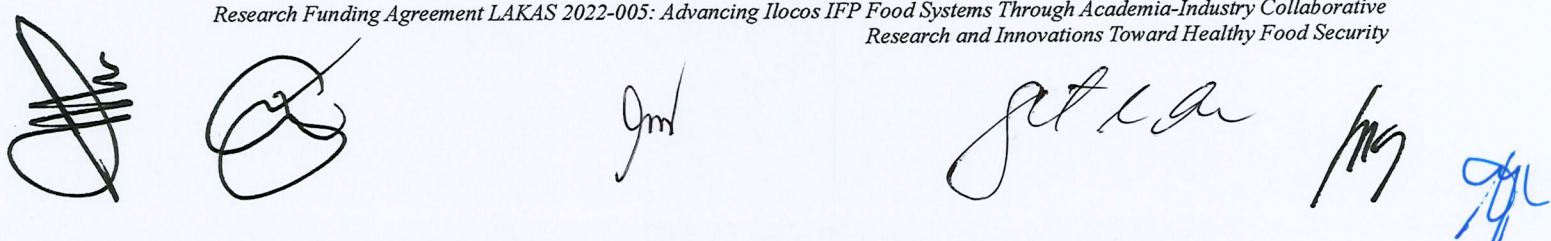
8.10 **Recognition of the Indigenous Knowledge and Biodiversity and Genetic Resources of the Philippines.** The **UNIVERSITIES** agree that any and all research materials from the Philippines which use, incorporate, build on, and/or comprise the development of any indigenous knowledge, resources, practices and systems, as well as biodiversity and genetic resources of the Philippines shall comply with the legal mechanisms and processes under Republic Act No. 8371 (Indigenous Peoples Rights Act) and Republic Act No. 9147 (The Wildlife Act) and such other related laws and international conventions, treaties and agreements.

8.11 **Public Good.** The **CHED** and the **UNIVERSITIES**, in accordance with their respective institutional policies, programs and processes shall agree, depending on the nature and outcome of the research, what IP/IPR shall be donated, assigned, transferred, adapted, or licensed without compensation.

8.12 **No Implied License.** Neither HEI shall grant an express or implied license to any of its IP rights to the other HEI except as expressly provided herein.

## ARTICLE 9. CONFIDENTIAL INFORMATION

9.1 **Publication.** The Parties share a common interest in making the significant results of the collaborative researches funded by the **CHED** under the LAKAS Program available to the public. Subject only to the conditions stipulated herein, either HEI may publicly disclose the results of (i) said research (as well as related information about equipment, instruments, materials and methods used in acquiring such results), and (ii) any other research and/or development activities by the disclosing HEI which involves

The block contains several handwritten signatures in black ink. From left to right, there are five distinct signatures. The first is a stylized, looped signature. The second is a more fluid, cursive signature. The third is a signature that appears to start with 'Jm'. The fourth is a signature that looks like 'Jt la'. The fifth is a signature that appears to be 'mg'. There is also a small, blue ink signature on the far right.



the use of materials, results, or other deliverables resulting from the collaborative research, or otherwise obtained under this RFA.

For purposes of public disclosure of information and data described above, both Parties acknowledge that the **UNIVERSITIES** which conducted and implemented the collaborative research is considered as either Disclosing or Reviewing Party under this Section.

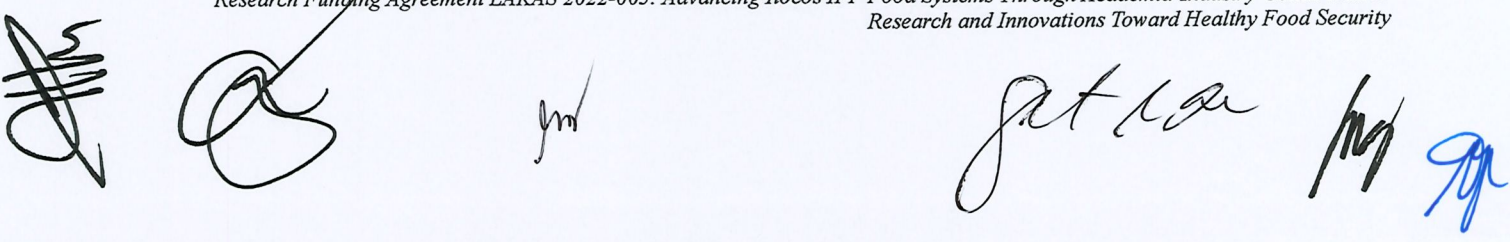
**9.1.1. Period of Submission.** The Disclosing and Reviewing Parties share a common interest in making research conducted in connection with this RFA publicly available. Subject to their obligations of non-disclosure set forth in Section 9.2 (Confidentiality), the Parties have the right to copyright, publish, disclose, disseminate and use, in whole or in part, any data or information received or developed under this RFA. A Disclosing Party agrees to provide the Reviewing Party with an advanced courtesy copy of any publication, presentation or other dissemination for the purpose of review for patentable subject matter and Confidential Information not less than fifteen (15) calendar days prior to the Disclosing Party's planned release for publication or other dissemination.

**9.1.2. Period of Review.** The Reviewing Party shall have: (i) fifteen (15) calendar days to review, comment on, and notify the Disclosing Party of the existence of the Reviewing Party's Confidential Information that it wishes to have deleted. The Disclosing Party agrees to remove such Confidential Information of the Reviewing Party upon request and; (ii) to identify patentable inventions for which it reasonably believes a patent application should be filed and to promptly cause written invention disclosures to be submitted to the Disclosing and Reviewing Parties' respective Technology Licensing departments. In such case, the IPR owners agree to delay publication, presentation, or other dissemination for up to an additional sixty (60) calendar days in order to enable IIAs to be executed (where relevant) and a patent application to be prepared and filed. If no patent application will be filed, the IPR owner may waive all or a portion of the sixty (60) days extension period.

**9.1.3 Period of Post Review.** For the avoidance of doubt, publication, presentation or other dissemination may occur: (i) the day following the date on which the patent application is filed or after the ninety (90) calendar day period elapsed (whichever occurs first) or; (ii) the date within the ninety (90) calendar day period on which the IP/IPR owner(s) has/have given its/their written consent. The consent of both owners must be obtained in the case of joint ownership.

**9.1.4. Publication.** In any publication of the results of research, the Disclosing Party shall acknowledge the Reviewing Party's contribution to and/or participation in the research, unless the Reviewing Party desires otherwise and so advises the Disclosing Party in writing.

**9.2 Confidentiality.** During the course of the conduct and implementation of this collaborative research funded by the **CHED** under the LAKAS Program, a Providing Party may disclose to the Receiving Party certain information that the Providing Party regards as confidential or proprietary in nature (hereinafter collectively referred to as "Confidential Information") excluding trade secrets. Confidential Information shall be disclosed in writing or other tangible form to the **UNIVERSITY** Program Leader and shall be clearly marked "Confidential Information," or if disclosed orally shall be summarized in writing and marked "Confidential Information" by the Providing Party and

The image shows five handwritten signatures in black ink, arranged horizontally. From left to right: the first is a stylized signature with a large loop; the second is a signature with a large 'B' shape; the third is a signature with a large 'M' shape; the fourth is a signature with a large 'J' shape; and the fifth is a signature with a large 'M' shape. There is also a small blue ink mark at the far right.



submitted to the Receiving Party within thirty (30) calendar days of the oral disclosure. The obligations of confidentiality under this Section do not apply to any Information that: (i) was known to the Receiving Party prior to receipt thereof from the Providing Party; (ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the Receiving Party; (iii) is acquired by the Receiving Party from a third party entitled to disclose the information to it and; (iv) is required to be disclosed in order to comply with an applicable law, regulation or court order (including, but not limited to any law or regulation governing the disclosure of information in or in conjunction with a patent application or patent). The Receiving Party agrees (i) to use Confidential Information only for purposes of performing research and (ii) to exercise reasonable efforts to prevent disclosure to third parties of Confidential Information in the absence of any written consent by the Providing Party to such disclosure. However, neither the Providing nor the Receiving Party shall be held liable for inadvertent disclosure of Confidential Information provided that it has exercised reasonable care and adequate security aimed at maintaining the confidentiality of the information, including notifying those of its employees who have access to Confidential Information of the confidentiality obligations imposed herein.

The Providing and Receiving Parties shall take all necessary steps to ensure that their directors, officers, agents, employees, staff, and authorized representatives shall be bound by this Section.

Upon termination, or pre-termination of this RFA as provided under Articles 20 and 23 hereof, the Receiving Party shall return to the Providing Party all Confidential Information received from the Providing Party.

Except as required by law and/or as may be stipulated by the **UNIVERSITIES** and/or evidenced by the RFA, the Receiving Party shall not disclose Confidential Information for a period of five (5) years from the receipt of such Confidential Information under this RFA. Nothing in this RFA shall prevent or limit either the Providing or Receiving Party from using or disclosing its own Confidential Information.

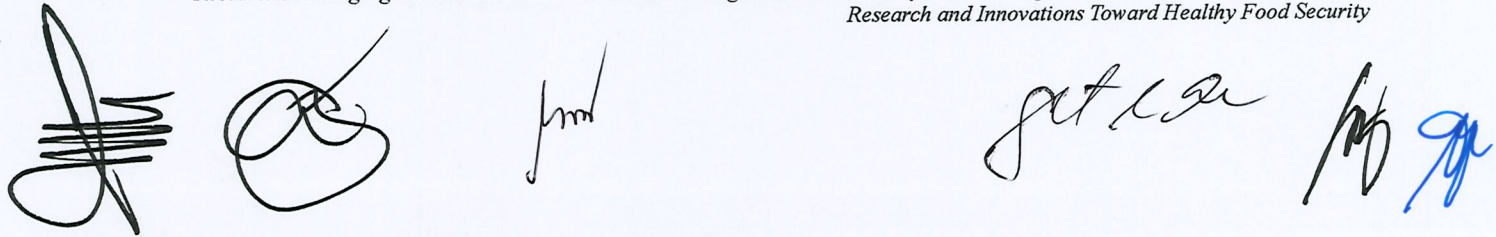
**ARTICLE 10. RECORDS**

10.1 The **UNIVERSITIES** shall retain all financial documents and records for a period of ten (10) years after termination of the project. The **CHED**, or its duly authorized representative(s) shall, within the project and for the aforesaid period, have access to such records for the purpose of conducting audits as provided under applicable Philippine government accounting and auditing laws, rules and regulations.

10.2 The **CHED** through its duly authorized representative(s) shall, for the purpose of the **CHED**'s statutory obligations to the Philippine Commission on Audit (COA), have access to any of the implementing Parties' records related to this RFA to monitor and conduct evaluation of operations which may include: a visit by personnel or designee to observe the implementing Parties' project structure; and, a review of financial and other records for the purpose of conducting audits as provided under applicable Philippine government accounting and auditing laws, rules and regulations.

**ARTICLE 11. USE OF NAMES AND TRADEMARKS**

Nothing contained in this RFA will be construed as conferring any right to either Party to use in advertising, publicity, or other promotional activities any name, trade name, trademark, or other designation of the other Party (including a contraction, abbreviation, derivation or simulation of any of the foregoing). Unless consented to in writing by the authorized licensing office of the **UNIVERSITIES** or the Office of the





Chairperson of the **CHED**, the use of the name, trademarks, marks, icons, images and symbols of the other Party in advertising, publicity, or other promotional activities is expressly prohibited.

**ARTICLE 12. DISCLAIMER OF WARRANTY**

Materials, information, results, and data provided by one party to the other party under this RFA are provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied, including any warranty of non-infringement of any third party intellectual property right. Nothing in this RFA is or shall be construed as a warranty or representation by either party as to the validity, enforceability, or scope of any patent, patent application, or other IPRs.

**ARTICLE 13. INDEMNIFICATION**

The **UNIVERSITIES** hereby agrees to indemnify and hold harmless the **CHED** against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of the project assigned scientist/staff in the performance and/or non-performance of the services stipulated under the RFA.

**ARTICLE 14. COMPLIANCE WITH LAWS**

In the performance of the research, each Party will comply with all applicable laws, codes, regulations, rules, and orders pertaining to research including, but not limited to, those pertaining to research involving the use of animals and recombinant DNA. These shall include all relevant international conventions, treaties and agreements.

The transfer of all research materials used shall be covered by Material Transfer Agreements (MTA). Further, the transfer of biological materials including breeding materials and germplasm will be subject to pertinent biosafety and bioprospecting laws, rules and regulations of the country of origin and the receiving country. Either Party may use such materials but will give full credit to and comply with other required conditions of the source of the materials.

All applications for IP protection which utilize indigenous knowledge, resources, practices and systems, as well as biodiversity and genetic resources shall comply with the legal mechanisms and processes under applicable laws.

**ARTICLE 15. RELATIONSHIP OF PARTIES**

The **CHED** and the **UNIVERSITIES** are independent parties in performing the obligations under this RFA. Neither the **UNIVERSITIES** nor the **CHED** shall be considered nor represent themselves as a joint venturer, partner, agent, fiduciary, or employee of the other.





**ARTICLE 16. INSURANCE**

All collaborating HEIs/SUCs shall maintain sufficient insurance to meet their indemnification and other liability obligations under this RFA.

**ARTICLE 17. LIABILITY**

Notwithstanding any other provision of this Agreement, in no event shall any Party be liable to the other Parties in connection with this agreement for any indirect, incidental, special, exemplary, punitive or consequential damages (including but not limited to loss of revenue, loss of profit, loss of business reputation or loss of opportunity) suffered by another Party whether arising out of contract, tort (including negligence), strict liability, or other legal theory and whether at law, in equity or otherwise.

**ARTICLE 18. CONFLICT OF INTEREST**

The **UNIVERSITIES** represent that there is no conflict of interest that might prejudice its independence and objectivity in carrying out its responsibilities under this RFA. The **UNIVERSITIES** also undertakes that upon becoming aware of any such conflict of interest during the performance of this RFA (whether the conflict existed before or arises during its performance), it shall immediately notify the **CHED** in writing pursuant to Section 22.6 hereof. This written notice shall give particulars of the nature of the conflict of interest and the circumstances in which it exists or arises and shall furnish such further information as the **CHED** may reasonably require.

**ARTICLE 19. DISPUTE SETTLEMENT**

19.1 In the event of any dispute, controversy or claim arising out of or relating to this RFA, the Parties shall exert utmost efforts to amicably settle through negotiation and/or mediation within sixty (60) calendar days from receipt of a written notice by one Party from the other.

19.2 All such conflicts which cannot be resolved by negotiation and/or mediation shall be decided by arbitration in accordance with the Rules of Arbitration contained in the UNCITRAL Model Law as adopted in Republic Act No. 9285 or the Alternative Dispute Resolution (ADR) Law of 2004. For this purpose, there shall be three (3) arbitrators with each Party appointing one arbitrator each and those appointed selecting the third arbitrator who shall be the chair of the Arbitral Panel. The appointing authority mentioned in Article 6 of the UNCITRAL Model Law and Article 6 of Republic Act No. 9285 shall be the Chair of the **CHED**.

19.3 The place of arbitration shall be Metro Manila without prejudice to holding hearings in another suitable place for the convenience of witnesses who may be presented by the Parties. The language of the arbitration shall be English or Pilipino.

19.4 The decision of the Arbitral Panel shall be final.

**ARTICLE 20. PRETERMINATION**

The image shows five handwritten signatures in black ink, arranged horizontally. The first signature on the left is a stylized, somewhat abstract scribble. The second is a more fluid, cursive signature. The third is a simple, clean signature. The fourth is a signature that appears to be 'J. L. L.' or similar. The fifth is a signature in blue ink, which is also stylized.



20.1 **Termination for Cause.** In the event that a participating HEI commit a material breach of the RFA or refuses and/or fails to perform any provision thereof, with such diligence as would ensure the research project's completion within the time specified in the approved Work Plan Schedule/s, or fails to complete the project and deliver the agreed output on time, the **CHED** may, by way of a thirty (30) calendar days First Notice in writing pursuant to Section 22.6 hereof, require the concerned HEI to place the project back on track, failing which, this RFA shall be terminated insofar as the said **HEI** is concerned, after thirty (30) calendar days Final Notice of Termination pursuant to Section 22.6 hereof counted from the date of expiration of the thirty (30) day calendar period of the First Notice. In case of such termination, the said HEI will provide the **CHED** with copies of any deliverables in process and the **CHED** shall retain rights in deliverables previously delivered in accordance with the terms of this RFA.

20.2 **Voluntary Termination.** Each of the participating HEIs may terminate the contract voluntarily provided that the pre-terminating HEI return all project funds released and refund all project funds used to **CHED** as a precondition for pre-terminating this agreement. The preterminating HEI shall also pay damages to **CHED** in the amount as **CHED** may deem fit.

20.3 In both cases, it is further agreed that the **CHED** shall not only retain such project outputs already completed and delivered by the **UNIVERSITIES** but shall also enjoy the right to use the intellectual property rights over said outputs.

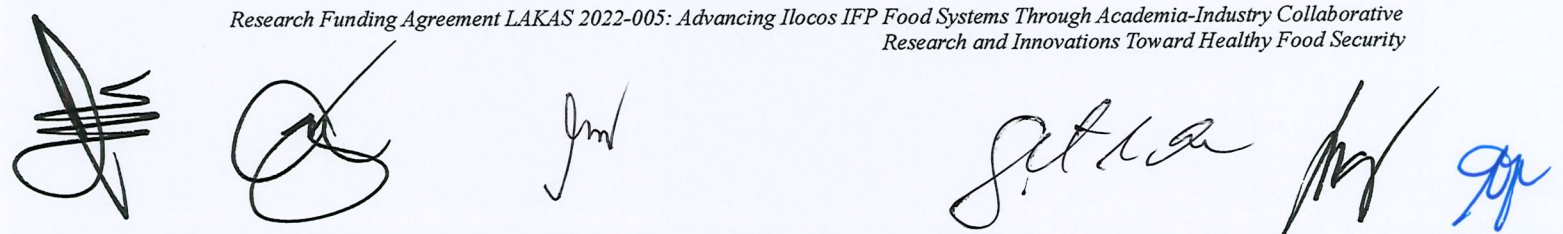
20.4 It is likewise understood that upon project termination in either case, the remaining balance of the research fund and project income generated shall be returned to the **CHED** subject to the provisions of the Republic Act No. 10055, the Philippine Technology Transfer Act of 2009, except in the case of Philippine Public HEIs which are authorized to utilize internally generated project income pursuant to the provisions of their respective charters and other applicable laws, accounting and auditing laws, rules and regulations.

20.5. In both cases, Project Leaders and such other project staff as **CHED** may identify shall be suspended from receiving research grants from **CHED** as prescribed in the LAKAS Manual of Procedures.

## ARTICLE 21. FORCE MAJEURE

A delay in or failure of performance of any of the Parties hereto shall not constitute default under this Agreement nor give rise to any claim for damages, if to the extent such delay or failure is caused by force majeure which shall mean an event which is unforeseen and outside the reasonable control of the Party which invokes it and which renders such Party unable to comply totally or partially with its obligations under the Agreement and including but not limited to, if the forgoing criteria are satisfied, fire, flood, earthquake, tornado, hurricane, strike, including labour trouble or other disturbance with a duration of more than seven (7) calendar days, war (declared or undeclared), acts of terrorism, embargoes, blockades, acts of any governmental authority (whether or not legally valid), riots, and insurrections. Any Party claiming force majeure under this Article shall use its commercially reasonable efforts to remove or terminate the event subject of such claim, provided that nothing herein shall obligate a Party to settle any strikes or labour disturbances. Such Party claiming force majeure shall, as soon as it is reasonably possible, notify the other Party in writing of the occurrence of the force majeure event and of the resolution of the force majeure event.

## ARTICLE 22. MISCELLANEOUS

The image shows a series of handwritten signatures in black and blue ink, likely representing the parties to the agreement. There are approximately seven distinct signatures visible, some appearing to be initials or full names in cursive script.



**22.1 Assignment:** Neither Party shall assign or transfer any interest in this RFA, nor assign any claims for money due or to become due under this RFA, without the prior written consent of the other Party.

**22.2 Entire Agreement:** This RFA together with attachments hereto, represent the entire understanding between the Parties as of the date of final signature below in respect to the subject matter of the RFA and supersede any previous or contemporaneous oral or written representations, statements, negotiations, agreements, or understandings between the **UNIVERSITIES** and the **CHED**.

**22.3 Severability:** The provisions of this RFA are severable, and if any provision, or any portion of a provision, is determined by an Arbitral Panel of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties to this RFA to the fullest extent possible. In any event, any remaining portion of that provision, and all other provisions of this RFA, will remain valid and enforceable to the fullest extent permitted by law in order to give effect to the Parties' intentions, unless, however, the provision is of such importance that the Parties or Party to the benefit of which such provision is made would not have entered into the RFA if they/it had known that the provision would not be valid.

**22.4 Waiver:** The waiver by a Party of any breach or default under any of the provisions of this RFA or the failure of a Party to enforce any of the provisions of this RFA or to exercise any right hereunder shall not constitute or be construed as a waiver of any other breach or default or as a waiver of any such rights or provisions hereunder. No waiver under this RFA will be effective unless expressly made in writing and signed by the authorized representative of the waiving Party.

**22.5 Successors and Assigns:** This RFA shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

**22.6 Notices:** Except for payments, any notice required or permitted to be given to either Party hereto will be in writing and deemed to have been properly given and effective; a) on the date of delivery if delivered in person during recipient's normal business hours; or b) on the date of receipt if delivered by courier, express mail service or first class mail, registered or certified, return receipt request. Such notice will be delivered or sent to the respective address given to the other Party as follows:

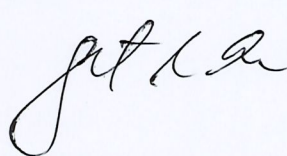
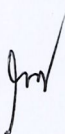
**For the CHED:**

The Commission on Higher Education  
The LAKAS Program Management and Coordination Office (PMCO)  
Attention: The LAKAS Program Manager  
Higher Education Development Center  
C.P. Garcia Avenue, U. P. Campus  
Diliman, Quezon City, Philippines  
Telephone: (632) 83761758  
Email: lakaspmco@ched.gov.ph

**For the MMSU:**

Name: Dr Shirley C. Agrupis  
Designation: President / Program Leader  
Address: Mariano Marcos State University, City of Batac, Ilocos Norte  
Telephone: (63) (077) 600 0459  
Email: op@mmsu.edu.ph

Name: Dr. Dionisio S. Bucao





Designation: Project Leader of MMSU  
Address: Mariano Marcos State University, City of Batac, Ilocos Norte  
Telephone: 63) (077) 600 0459  
Email: [dsbucao@mmsu.edu.ph](mailto:dsbucao@mmsu.edu.ph)

**For the DMMMSU:**

Name: Dr. Jaime I. Manuel, Jr.  
Designation: President / Project Leader of DMMMSU  
Address: Don Mariano Marcos Memorial State University, Bacnotan,  
La Union  
Telephone: +63 9177738884  
Email: [president@dmmsu.edu.ph](mailto:president@dmmsu.edu.ph)

**For the ISPSC:**

Name: Dr. Gilbert R. Arce  
Designation: President / Project Leader of ISPSC  
Address: Ilocos Sur Polytechnic State College, Sta Maria, Ilocos Sur  
Telephone: (63) (077) 732-5512  
Email: [isp\\_sc\\_2705@yahoo.com](mailto:isp_sc_2705@yahoo.com)

**ARTICLE 23. TERM, AMENDMENT AND TERMINATION**

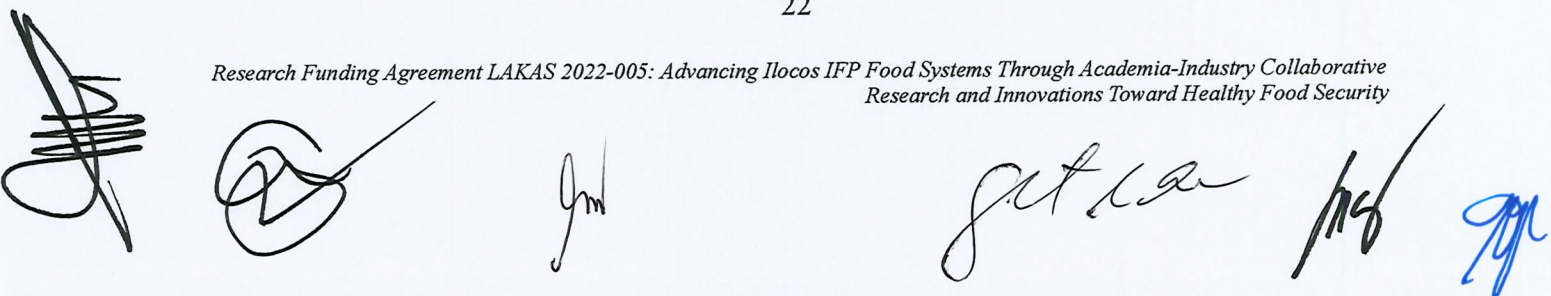
23.1 This RFA shall take effect as approved by the proper authorities and shall remain valid for a period of three (3) years unless sooner terminated when one of the Parties notifies the other in writing of its intention to terminate the RFA, in which case, the RFA will terminate sixty (60) calendar days from date of notification. Such termination will not relieve the Parties of any obligation or liability accrued prior to termination, including provision of any payments due to the **UNIVERSITIES** by the **CHED** up to and including the date of termination and including any outstanding obligations incurred prior to the date of termination.

23.2 The termination of the RFA of one of the above Party HEIs shall be without prejudice to the continuance of certain phases of the project that are ongoing, which should be allowed to continue until full completion as much as possible under such terms and conditions to be set forth in writing within the sixty (60) calendar day period. Further, the Party HEI whose RFA is prematurely terminated shall undertake to complete the expected outputs within sixty (60) calendar days, else Article 6 shall apply. The **UNIVERSITIES** will exert reasonable efforts to limit any expenses that may accrue during the termination period.

23.3 This RFA may be amended, modified, altered or supplemented subject to the mutual agreement of the Parties, which must be set forth in writing to be enforceable.

23.4 This RFA may be further renewed or extended upon mutual and formal agreement of the Parties.

**IN WITNESS WHEREOF**, the parties affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_.





For the  
**Commission on Higher Education**  
(the "CHED"):

  
**J. PROSPERO E. DE VERA III, DPA**  
Chairman


For the  
**Mariano Marcos State University**  
(the "MMSU"):

  
**SHIRLEY C. AGRUPIS, Ph.D.**  
President / Program Leader

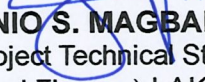
For the  
**Ilocos Sur Polytechnic State College**  
(the "ISPSC"):

  
**DR. GILBERT R. ARCE**  
President / Project Leader of ISPSC

For the  
**Don Mariano Marcos Memorial**  
**State University**  
(the "DMMMSU"):

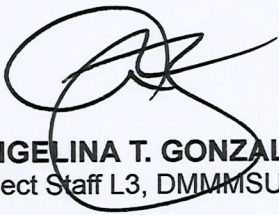
  
**DR. JAIME V. MANUEL, JR.**  
President / Project Leader of  
DMMMSU

  
**SIGNED IN THE PRESENCE OF:**

  
**ANTONIO S. MAGBANUA JR.**  
Project Technical Staff III  
(Admin and Finance) LAKAS-PMCO

  
**DR. DIONISIO BUCAO**  
Project Leader of MMSU


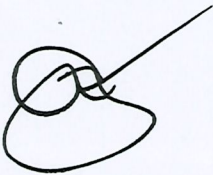



  
**DR. REMELY A. SANIDAD**  
Project Staff L3, ISPSC

  
**DR. ANGELINA T. GONZALES**  
Project Staff L3, DMMMSU

**CERTIFIED AS TO AVAILABILITY OF FUNDS:**

  
**MIRRIAM V. MIRANDA**  
CHED Chief Accountant

*OK'd 2023-01-05/15, ₱100,000.00.*



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City of Batangas

) s.s.

BEFORE ME, a Notary Public for and in City of Batangas personally appeared:

Name	ID No	Date and Place of Issuance
J. PROSPERO E. DE VERA III, DPA	CO-0394	04 March 2019 CHED-CO
SHIRLEY C. AGRUPIS	P4703345B	06 February 2020 DFA Ilocos Norte
<del>DR. JAIME I. MANUEL, JR.</del>	<del>P5399175B</del>	<del>12 August 2020</del> DFA La Union
DR. GILBERT R. ARCE	P2744890B	09 August 2019 DFA Ilocos Norte

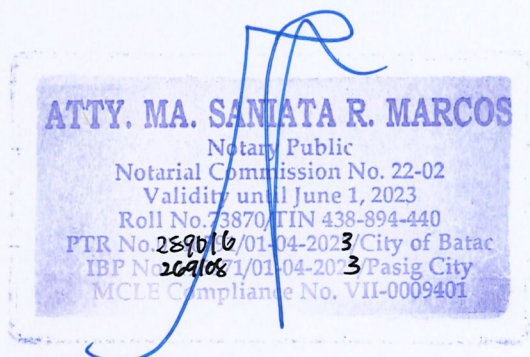
known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the institutions represented.

This instrument refers to a Research Funding Agreement for the implementation of the project titled **LAKAS 2022-005: "Advancing Ilocos IFP Food Systems Through Academia-Industry Collaborative Research and Innovations Toward Healthy Food Security"** with three project components: (1) Development of Probiotics from indigenous root crops (*Dioscorea* spp.), duhat (*Syzigium cumini*), wax gourd (*Benincasa hispida*), garlic (*Allium sativum*) and bamboo shoot (*Bambusa* spp.), and nipa sap (*Nypa fruticans*) in Ilocos Norte, (2) Development of Probiotics from yacon (*Smallanthus sonchifolius*), tebbeg (*Ficus nota*), and allagat (*Uvaria rufa* Blume) in Ilocos Sur, and (3) Development of Probiotics from roselle (*Hibiscus sabdariffa*), mulberry (*Morus alba*), and corn (*Zea mays*) in La Union, under the LAKAS Program consisting of \_\_\_\_\_ pages and the page on which this Acknowledgement is written including Annex "A" with \_\_\_\_\_ pages and Annex "B" with \_\_\_\_\_ pages signed by the parties and their instrumental witnesses on the signature page and initialed on the rest of the pages, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on this JAN 20 2023 at City of Batangas Philippines.

NOTARY PUBLIC

Doc. No. 173;  
Page No. 35;  
Book No. XVII;  
Series of 2023





ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
BACNOTAN, LA UNION ) s.s.

BEFORE ME, a Notary Public for and in Quezon City personally appeared:

Name	ID No	Date and Place of Issuance
DR. JAIME I. MANUEL, JR.	P5399175B	12 August 2020 DFA La Union

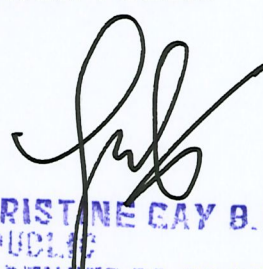
known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the institutions represented.

This instrument refers to a Research Funding Agreement for the implementation of the project titled **LAKAS 2022-005: "Advancing Ilocos IFP Food Systems Through Academia-Industry Collaborative Research and Innovations Toward Healthy Food Security"** with three project components: (1) Development of Probiotics from indigenous root crops (*Dioscorea spp.*), duhat (*Syzigium cumini*), wax gourd (*Benincasa hispida*), garlic (*Allium sativum*) and bamboo shoot (*Bambusa spp.*), and nipa sap (*Nypa fruticans*) in Ilocos Norte, (2) Development of Probiotics from yacon (*Smallanthus sonchifolius*), tebbeg (*Ficus nota*), and allagat (*Uvaria rufa Blume*) in Ilocos Sur, and (3) Development of Probiotics from roselle (*Hibiscus sabdariffa*), mulberry (*Morus alba*), and corn (*Zea mays*) in La Union, under the LAKAS Program consisting of \_\_\_\_\_ pages and the page on which this Acknowledgement is written including Annex "A" with \_\_\_\_\_ pages and Annex "B" with \_\_\_\_\_ pages signed by the parties and their instrumental witnesses on the signature page and initialed on the rest of the pages, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on this 24 JAN 2023 at BACNOTAN, LA UNION Philippines.

NOTARY PUBLIC

Doc. No. 173;  
Page No. 85;  
Book No. 1;  
Series of 2023

  
ATTY. KRISTINE CAY B. BALANAG  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2024  
PTR NO. 7771271  
IBP NO. 262163, ADL NO. 59339  
TIN: 985-042-706