

## MEMORANDUM OF AGREEMENT

This agreement is made on this \_\_\_\_ day \_\_\_\_\_ 2018 by and between:

**AKLAN STATE UNIVERSITY** referred to as **ASU** and represented by its president, **DR. DANILO E. ABAYON** from Banga, Aklan;

**CAGAYAN STATE UNIVERSITY** referred to as **CSU** and represented by its president, **DR. URDUJAH A. TEJADA** from Tuguegarao City, Cagayan;

**CENTRAL LUZON STATE UNIVERSITY** referred to as **CLSU** and represented by its president, **DR. TEROSO A. ABELLA** from Science City of Munoz, Nueva Ecija;

**MARINDUQUE STATE COLLEGE** referred to as **MSC** and represented by its president, **DR. MERIAN C. MANI** from Boac, Marinduque;

**PANGASINAN STATE UNIVERSITY** referred to as **PSU** and represented by its president, **DR. DEXTER R. BUTED** from Lingayen, Pangasinan;

**WESTERN PHILIPPINES UNIVERSITY** referred to as **WPU** and represented by its president, **DR. ELSA P. MANARPAAC** from Aborlan, Palawan;

**UNIVERSITY OF ANTIQUE** referred to as **UA** and represented by its president, **DR. PABLO S. CRESPO JR.** from Sibalom, Antique; and the

**MARIANO MARCOS STATE UNIVERSITY** referred to as **MMSU** and represented by its president, **DR. SHIRLEY C. AGRUPIS** from Batac City, Ilocos Norte;

### RECITALS

**WHEREAS** the Parties wish to co-operate for the **OPERATIONALIZATION OF THE BIOENERGY RESEARCH FOR SUSTAINABLE DEVELOPMENT PROGRAM** hereinafter referred to as **OBioERSD Program** to enhance and intensify the National Bioenergy Research, Development and Extension (**NBIOEnergy RDE**) Agenda and Programs and support the **NBIOEnergy RDE Network**.

**AND WHEREAS** this Memorandum of Agreement (MOA) shall serve as the official document in the coordination, management and implementation of the **OBioERSD Program** of the **MMSU, ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** hereinafter referred to as **PROJECT IMPLEMENTING UNITS** including their clientele and communities.

**NOW THEREFORE**, the **PROJECT IMPLEMENTING UNITS**, through their representatives further agree on the following terms and conditions of this Agreement:

#### I. GOAL

The purpose of this Program is to develop a synergy with applied community of interest (COI) and community of practice (COP) on bioenergy research, development, extension, education and training for sustainable development

#### II. OBJECTIVES

##### A. General:

To institutionalize a nationwide bioenergy development program that supports reliable, sufficient and sustainable community development.

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B. *Specific:*

1. To develop a national bioenergy research, development and extension agenda, roadmap and programs for all
2. To provide a common platform and modality of bioenergy development initiating and enhancing creativity, innovativeness, competitiveness, progress and dynamic partnership
3. To determine and identify innovative and challenging potentials of bioenergy technologies, services and outputs for production, profit and marketing
4. To establish, create, and capacitate all key players and stakeholders (researchers, educators, development workers, policy makers, and communities) in bioenergy for countryside development through bioenergy research, development, extension, education and training
5. To strengthen institutional capacities and competencies of all involved in bioenergy for institutional partnerships and community development

### III. OUTPUTS AND OUTCOMES

1. Comprehensive and unified National Bioenergy Research, Development and Extension Agenda, Plans and Programs (NBioERDEAPP);
2. Developed common platform (*One-Program COI and One-System COP*) and modality (*SUC-led Model in Energy Self-sufficiency*) of bioenergy development enhancing creativity, innovativeness, competitiveness, progress and dynamic partnership;
3. Utilized innovative and challenging potentials of bioenergy technologies, services and outputs for production, profit and marketing;
4. Capacitated and empowered key players and stakeholders (researchers, educators, development workers, policy makers, and communities) in bioenergy for countryside development through bioenergy research, development, extension, education and training; and
5. Revitalized and strengthened institutional capacities and competencies of individuals, institutions and communities involved in bioenergy RDE for institutional partnerships and community development.

### IV. COMPONENTS

The **OBioERSD Program** has four comprehensive and complementing components to be implemented by the involved key players and stakeholders; namely:

1. **COMPONENT 1** *Bioenergy Research and Development (BioERD)*
2. **COMPONENT 2** *Bioenergy Institutional Development (BioE InDev)*
3. **COMPONENT 3** *Business and Entrepreneurship for Bioenergy (BusinessBioE), and*
4. **COMPONENT 4** *Community-based Bioenergy Innovative Development (ComBioE).*

All programs, projects, and activities of the **OBioERSD Program** shall be jointly implemented by the members of the NBIORDE Network including its partners, clientele and communities under the orchestration of the Mariano Marcos State University.

### V. METHODOLOGY

The **OBioERSD Program** shall implement the different projects and activities at the different sites using the strategies particularly the Participatory Action-oriented, Holistic and Systematic Operation, Community-based Initiative and Intervention highlighting Gender and Culture-sensitive Advocacy and Development (GAD), Training Management, and Local Leadership, Governance and Management. In addition, the Program shall be supported by guiding principles incorporated in the processes of knowledge acquisition, skills enhance, attitudinal and behavioral change, and community development specifically



on Principle of Consistency (*Systems, Structures, and Procedures*), Principle of Precaution (*Issues and Concerns in Development*), Principle of Equity (*Roles and Responsibilities*), Principle of Sufficiency (*Technical, Financial, and Human Resources*), Principle of Facilitation and Empowerment (*Decision-making and Participation*), Principle of Efficiency and Effectiveness (*Quality and Quantitative Outputs, and Desired Outcomes*) and Principle of Coordination and Management (*Overall Development of Individuals and Communities*).

## VI. ROLES AND RESPONSIBILITIES

The following roles and responsibilities of the participating institutions including their clientele, partners and communities shall perform effectively and efficiently according to the Program **GOALS, OBJECTIVES, OUTPUTS, AND METHODOLOGIES** set and mutually agreed in the implementation of the programs, projects, and activities within the duration of the program.

1. The **MMSU, ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** shall compose and serve as the pioneer implementing institutions of the National Bioenergy Research, Development and Extension (**NBioERDE**) Network;
2. The pioneer implementing network main role is to enhance and intensify the implementation of a comprehensive and unified national bioenergy research, development and extension programs through the **ONE-PROGRAM ONE-STRUCTURE ONE-SYSTEM platform**. The Network shall maintain a harmonious relationship between and among all key players and stakeholders of the bioenergy-related activities.
3. Emerging and new institutions shall be evaluated, included, guided and provided with technical assistance by the **NBioERDE** Network;
4. The **MMSU** shall be the lead institution in the implementation of the **OBioERSD Program** in coordination with **ASU, CSU, CLSU, MSC, PSU, UA** and **WPU**. It shall maintain harmonious relationship between and among the institutional partners involved;
5. The partner institutions shall create and establish its own Bioenergy Project Implementing Unit (PIU) in coordination to MMSU's Program Management Unit (PMU);
6. The **MMSU, ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** project activities shall be consistent to the agreed program details (Attachment 1) as stipulated in the signed **COVENANT OF INSTITUTIONAL PARTNERSHIPS** (Annex 1);
7. The **MMSU, ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** involved program and project staff shall regularly submit monthly, quarterly, semi-annually and annual accomplishments as per program/project progress reports; and
8. The **MMSU, ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** program and project staff including their clientele and communities shall maintain quality standard in the implementation and management of activities.

## VII. FINANCIAL OPERATION AND MANAGEMENT

The **OBioERSD Program** shall have an initial funding support to cover the initial operation for two year (*1<sup>st</sup> Year for RDE Activities and 2<sup>nd</sup> for the completion and development of the NBRIC*). The RDE funds shall support the implementation of the program components at all levels. As the program progresses, technical and social activities shall be planned accordingly with corresponding budgetary requirement. Specifically, the following items shall be considered for appropriate services and proper financial management:

- A. The **MMSU** as the lead institution shall provide project fund to cover the initial and start-up activities for the 1<sup>st</sup> year as shown in the LIB (attached). In addition, the **ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** as PIUs shall allocate counterpart support funds and researcher counterpart to assure project deliverables, output ownership and complementation;
1. The project shall identify, select, recruit and allocate funds of eight (8) research assistants and several job orders to be stationed in the different partner institutions. The said institutions shall facilitate the selection process and endorse to MMSU for proper funding arrangement and management;
  2. All project staff shall be provided with traveling expenses and other operating expenses necessary in the delivery of outputs and accomplishment of activities;
  3. All other technical and support project staff of the partner institutions shall be entitled to financial support as per output of project activities;
  4. The partner institutions shall identify their respective focal person(s) who will serve as the coordinating/facilitating individual. He/she shall facilitate the processing of technical and financial transactions needed in the implementation of project activities in the area (eg. fabrication, processing products, surveys, meetings, seminars, forums and training activities, etc.); and
  5. All project staff and support staff involved in the project through the focal person shall process the financial request (advance and reimbursement) directly to MMSU subject to existing procedures and accounting/auditing rules and regulations.
- B. The **MMSU, ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** for the succeeding years, complementary technical and financial resources shall be provided and prepared as stipulated during the sustainability planning at all levels which will eventually be part of the institutional program of the participating project implementing units, clientele and communities. Individual and/or joint research proposal for external funding shall be encouraged to sustain the RDE program.
- C. The partner institutions particularly **ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** shall prepare institutional operational plan to be submitted to MMSU to be integrated in the overall project funds.
- D. The **MMSU, ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** project operation and financial management shall follow existing accounting procedures and auditing rules and regulations. It shall develop and introduce financial interventions and innovations which aid in the effective and efficient program and project implementation at the institutional and local levels;
- E. The **MMSU, ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** project implementing units (PIUs) shall regularly submit financial accomplishment reports; and
- F. The **MMSU, ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** PIUs shall maintain transparency of all transactions in relation to the programs, projects and activities of bioenergy RDE.

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## VIII. PROGRAM OUTPUTS

The **OBioERSD Program** shall maintain high quality standard of program, project and activity outputs and accomplishments in support to the overall goal, objectives and methodology used by the project implementing units including their clientele and communities.

### A. Scholarly Output

1. The **MMSU, ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** PIUs shall regularly prepare, develop, publish and protect technical breakthroughs and accomplishment to ensure program and project visibility and updates on bioenergy RDE in all levels of implementation;
2. All outputs of collaborative endeavors shall be jointly shared and owned by the project implementing units but does inhibit their own individual unit to pursue related RDE activity projects that is within the scope of OBioERSD.
3. All developed and prepared documents shall be mutually reviewed and collegially evaluated by the project implementing units prior to publication and filing of registration; and
4. All publications, Intellectual Properties (IP), Intellectual Property Rights (IPR) shall be properly coded, circulated and distributed for bioenergy RDE support and other interest related disciplines.

### B. Community Empowerment

1. The **MMSU, ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** PIUs shall prepare the required information, education and communication materials as per the needs and requirements of the program and project clientele and communities;
2. The PIUs shall select the community/ies where they will deploy the Village Scale Bioethanol Distiller and other technologies.
3. The PIUs shall organize the recipient community/ies as partners in the sustainable development of bioenergy.
4. Each PIU shall provide technical assistance to their recipient community/ies. They may also provide technical assistance to other recipient communities as the need arise.
5. The PIUs shall maintain and operate the deployed technologies until such time that the recipient community/ies are capacitated to merit its turn over;
6. Each PIU shall capacitate their community/ies in all processes, utilization, and commercialization of bioenergy for sustainable development.

### C. Institutional Development

1. The **OBioERSD Program** shall provide opportunities for manpower development to those involved in its implementation in order to produce experts in bioenergy;
2. The **MMSU, ASU, CSU, CLSU, MSC, PSU, UA** and **WPU** shall establish their own Bioenergy Research and Development agenda;

#### D. Research and Development Sustainability

1. The MMSU, ASU, CSU, CLSU, MSC, PSU, UA and WPU shall collaborate to enable each PIU to get Grant-In-Aid projects in line with the national bioenergy research, development and extension agenda;
2. The NBioERDE Network shall endeavour to establish a National Bioenergy Consortium;
3. All partner institutions shall strive to establish their own Bioenergy Research and Innovation Center.

#### IX. INTELLECTUAL PROPERTY

1. All INTELLECTUAL PROPERTY created prior to the EFFECTIVE DATE shall be and remain the sole property and right of the member who created same and shall be referred to as BACKGROUND INTELLECTUAL PROPERTY. A record of all BACKGROUND INTELLECTUAL PROPERTY shall be disclosed to and recorder by the consortium leader within one calendar month of the effective date, and appended in due course as Annexure "B" to this AGREEMENT.
2. Unless agreed otherwise between the parties, all INTELLECTUAL PROPERTY resulting from, or developed during the PROJECT, shall be owned jointly and equally in undivided shares by the members provided that all the proceeds from EXPLOITATION shall be shared between the members in such proportions as they may decide, and further subject thereto that the members shall take into account, in establishing such proportions, the contributions by the respective members in any such development, and any share as allocated to a specific member shall be directly proportional to that member's contribution. Relevant contributions to take into account include, but are not limited to, intellectual and financial contributions and contributions in kind (e.g. use of land, equipment or facilities). A record shall be established of all INTELLECTUAL PROPERTY created during the execution of the project for the purposes of this clause. In the event of a dispute relating to the extent of contributions, the dispute shall be subject to the Dispute Resolution Clause provided herein.

#### X. CONFIDENTIALITY

1. The project implementing units shall:
  - a. treat as strictly confidential any and all data and INFORMATION given or made known to them arising from this consortium;
  - b. use INFORMATION only for the purpose of the PROJECT and shall disclose INFORMATION only to employees who have a need to know the INFORMATION for the purposes of the PROJECT;
  - c. accept responsibility for the observance of the provisions of this clause by their employees.
2. The project implementing units may publish academic literature pertaining to the PROJECT, provided that they give the other Parties 60 (sixty) days notice, in advance of the submissions of the intended presentation or publication, of their intention to do so. The other Parties shall be afforded an opportunity to examine such literature and shall be permitted to object, in writing, within 30 (thirty) days of the receipt of such notice, to the inclusion of CONFIDENTIAL INFORMATION therein. In the event of such an objection being raised, the unit and the other Parties shall negotiate a revised version of the publication.



## **XI.SETTLEMENT OF DISPUTES**

Any dispute between the project implementing units including their clientele and communities arising out of the interpretation or execution of this Agreement shall be settled by mutual agreement in the following manner:

1. A notice of meeting 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.
3. All agreement shall be produced in writing and signed by the parties or their duly appointed representatives

In case of failure to settle through negotiation, the arbitration rules provided in the Alternative Dispute Resolution Act RA 9285 shall apply.

## **XII. AMENDMENTS**


Any amendment to this Agreement shall be effected only on the basis of written mutual consent by the parties.

## **XIII.EFFECTIVITY AND ENTRY INTO FORCE**

The present Agreement will enter into force upon signature by all Parties. This Memorandum of Agreement shall take effect immediately after all signatories and parties placed their seal of engagement.

Therefore, we affix our signatures as a symbol of our **ENGAGEMENT, COMMITMENT AND DEDICATION TO THIS PIONEERING MILESTONE OF BIOENERGY RESEARCH FOR SUSTAINABLE DEVELOPMENT IN THE COUNTRY.**

This **MEMORANDUM OF AGREEMENT** is executed and signed on \_\_\_\_\_ at the **Mariano Marcos State University, City of Batac, Ilocos Norte 2906, Philippines.**

  
**DANILO E. ABAYON**  
President  
*Aklan State University*


  
**URDUJAH A. TEJADA**  
President  
*Cagayan State University*

  
**TERESO A. ABELLA**  
President  
*Central Luzon State University*

  
**MERIAN C. MANI**  
President  
*Marinduque State College*




**DEXTER R. BUTED**  
President  
*Pangasinan State University*



**PABLO S. CRESPO JR.**  
President  
*University of Antique*

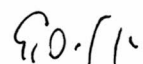


**ELSA P. MANARPAAC**  
President  
*Western Philippines University*




**SHIRLEY C. AGRUPIS**  
President  
*Mariano Marcos State University*

**Witnessed by:**




**EPIFANIA O. AGUSTIN**  
Vice President for Research, Extension and  
Business  
*Mariano Marcos State University*




**DIOSDADO P. ZULUETA**  
Vice President for Research and Extension  
*Marinduque State College*




**JUNELLE B. GUZMAN**  
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**NELIBETH P. FEDELICIO**  
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**FE L. PORCIUNCULA**  
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**BENJAMIN J. GONZALES**  
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**VIRGILIO C. BARONGAN**  
Vice President for Research and Extension  
*Pangasinan State University*



**MICHAEL V. IBISATE**  
Director, Research and Development Services  
*Aklan State University*



DANILO E. ABAYON

Valid ID & Number: 002  
Date Issued/Expiring:  
Place of Issue: ASU

URDUJAH A. TEJADA

Valid ID & Number: CSU 19-971  
Date Issued/Expiring:  
Place of Issue: CSU

TERESO A. ABELLA

Valid ID & Number: CLSU ID-19760419-01  
Date Issued/Expiring:  
Place of Issue: CLSU

MERIAN C. MANI

Valid ID & Number: 2015-0207  
Date Issued/Expiring: Oct. 2015  
Place of Issue: Tanza, Boac, Marinduque

DEXTER R. BUTED

Valid ID & Number: POT-06-00480  
Date Issued/Expiring: SEPT. 23 2016  
Place of Issue: LINGAYEN, TANGASINAN

PABLO S. CRESPO JR.


Valid ID & Number: POLSCAN B-SUCPRES  
Date Issued/Expiring: 8-12-2007  
Place of Issue: SIBALON, ANTIQUE

ELSA P. MANARPAAC

Valid ID & Number: WPU ID - 101061-200  
Date Issued/Expiring:  
Place of Issue: WPU

SHIRLEY C. AGRUPIS

Valid ID & Number: 1170234  
Date Issued/Expiring:  
Place of Issue: MMSU



# ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

CITY/ MUNICIPALITY OF BATAC

**BEFORE ME**, a Notary Public and in Batac, Ilocos Norte on March 22, 2018, personally appeared the following with their respective witnesses to wit:

Name	Valid ID	Date and Place Issued
SHIRLEY C. AGRUPIS	MMSU IP-0334	BATAC CITY

**KNOWN TO ME** to be the same persons who executed and signed the foregoing Memorandum of Agreement consisting of 10 pages including this page and acknowledgement to me that the same is their own free act and deed.

**WITNESS MY HAND AND SEAL** on this 22<sup>nd</sup> day of March 2018.

Doc. No. 308  
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ESPERANZA CASTILLO ADEMILGO ORIO  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2019  
ROLL No. 56760 / 04-19-2011  
IBP LIFETIME No. 865329  
TIN No. 257063251000  
PTR No. 693570 / 01-03-18 / BATAC