

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (hereinafter "Agreement") entered into this ___ day of _____
_____ 2016 at Taguig City, Metro Manila, by and among:

DEPARTMENT OF SCIENCE AND TECHNOLOGY, a government institution duly created under Philippine Law, with principal office at General Santos Avenue, Bicutan, Taguig City, hereinafter referred to as "DOST" represented herein by its Assistant Secretary **DR. URDUJAH A. TEJADA**, as Officer-In-Charge of Technology Resource Center (TRC) Transition Team;

-and-

SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE, likewise, a government agency under the DOST, with principal office at DOST Compound, General Santos Avenue, Bicutan, Taguig City, hereinafter referred to as "STII" and represented herein by its Director, **DR. RICHARD P. BURGOS**.

WITNESSETH: THAT

WHEREAS, Republic Act No. 10121, otherwise known as the Philippine Disaster Risk Reduction and Management Act of 2010 mandated the National Disaster Risk Reduction and Management Council (NDRRMC) to tap and use various forms and media to make weather information readily and constantly available to the general public;

WHEREAS, PAGASA and TRC have initially conceptualized and planned the establishment of the "DOSTV" as an informative and educational cable TV broadcast channel and other media platform that will initially provide the general public with a round the clock weather updates and weather-related topics with the end in view of mitigating, if not avoiding, the dire consequences of natural disaster as embodied in a Memorandum of Agreement dated 07 February 2014;

WHEREAS, DOSTV is also conceived to utilize valuable weather and weather-related information and data as profitable commodity that can be introduced to agricultural, industrial, commercial, and maritime enterprises for use in their business operations;

WHEREAS, TRC Board issued Resolution No. 2012-578 approving the authority of TRC to partner with the DOST-STII in the establishment and operation of a dedicated weather and Science and Technology television channel to be called DOSTV with an investment of P15 million.

WHEREAS, the TRC has purchased the equipment required for the DOSTV;

WHEREAS, pursuant to the Memorandum from the Executive Secretary Paquito N. Ochoa, Jr., the Governance Commission for GOCC's (GCG) recommendation to abolish TRC was approved on 07 August 2014;

WHEREAS, pursuant to the GCG Memorandum Order No. 2015-11 dated 27 October 2015, the Department of Science and Technology (DOST), as the supervising agency of the TRC, was directed to implement the winding down of the operations, disposition of the assets, and settlement of the liabilities of TRC, in accordance with the directive of the President;

WHEREAS, the DOST hereby desires to ensure and attain a continuous efficient, effective and coordinated execution of TRC undertaking and special program relative to the mandate in the implementation and operationalization of the DOSTV;

WHEREAS, the balance from the investment allocation of **FIFTEEN MILLION PESOS ONLY (PHP15,000,000.00)** for DOSTV amounts to **SIX MILLION EIGHT HUNDRED FIFTY THOUSAND PESOS ONLY (PHP6,850,000.00)**;

WHEREAS, the STII has submitted the Line-Item-Budget (LIB) to utilize the fund balance;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have mutually agreed to enter into this Agreement under the following terms and conditions:

**ARTICLE I:
DUTIES AND RESPONSIBILITY OF THE PARTIES**

SECTION 1. DOST shall:

- 1.1 Provide the transfer of the total amount of **SIX MILLION EIGHT HUNDRED FIFTY THOUSAND PESOS ONLY (PHP6,850,000.00)** to STII for the maintenance and other operating expenses of the DOSTv Project charged against TRC-DOST Funds;
- 1.2 Authorize DOST-STII to implement the DOSTv Program; and
- 1.3 Monitor the implementation of the DOSTv program through a Monitoring Team created for this purpose composed of representatives of DOST, STII, PAGASA, PHIVOLCS, PCAARD, PCIEERRD, and ASTI.

SECTION 2. STII shall:

- 2.1 Be the Program Fund Manager for the Project funds and all the parties herein warrant to bestow/confer and maintain in force ,for the duration of the implementation of the DOSTv Project, such powers and authorities upon STII as Fund Manager particularly set forth in the covenants and undertaking provided herein;
- 2.2 Lead in the promotion and marketing of the DOSTv channel towards the attainment of revenue targets and consequently enter in to contractual agreements with third parties pursuant to this purpose;
- 2.3 Undertake the procurement of equipment, technical staff, and such other related goods or services necessary for the operation of the project subject to existing government procurement rules and regulation. STII shall also be authorized to enter into contractual agreements with suppliers for this purpose;
- 2.4 Provide the overall direction and act as the policy making body of the Project. It shall also:
 - 2.4.1 Approve project Line Item Budget, Procurement Plan, Marketing and Promotion Plan, the project's targets and deliverables, and such other analogous actionTRC Ts;
 - 2.4.2 Ensure that the project will have commercial viability for sustainability;
 - 2.4.3 Cause the review or audit of the project's operations, system, etc. as it may deem appropriate and necessary;
- 2.5 Submit to the DOST Transition Committee for TRC (TC for TRC) and other agencies concerned fund utilization/status reports as well as partial liquidation reports of the "DOSTv Project Fund" within 30 days after the reference quarter.

**ARTICLE II:
FUND MANAGEMENT**

SECTION 1. STII, as Project Fund Manager and Subject to government policies and regulations and after the execution of this Agreement, shall set up in an authorized government depository bank a separate bank account name "DOSTv Project Fund" with separate and distinct accounting books (and account chart) and wherein the initial capital fund of **SIX MILLION EIGHT HUNDRED FIFTY THOUSAND PESOS ONLY (PHP6,850,000.00)** as well as subsequent revenues, incomes, donations, bequests and similar instruments accruing or payable to or made in the name of DOSTv shall be deposited. Any and all withdrawals from said "DOSTv Project Fund" shall be made in checks only signed by authorized signatories of STII as Fund Manager.

SECTION 2. STII shall set up starting financial statements and subsequent regular/quarterly financial statements and reports regarding the financial condition and operations of DOSTv Project. It shall prepare annual financial statements which shall be audited by the STII Resident COA Auditor

SECTION 3. STII, as Project Fund Manager shall observe existing government accounting and financial management principles and practices and ensure that all of the "DOSTv Project Fund " unexpended balance, savings and income, if any, shall be reported and included in the annual and final reports.

**ARTICLE III:
DISBURSEMENTS**

SECTION 1. STII shall make proper disbursements relative to the DOSTv Project in accordance with the Schedule of Disbursements/Line item Budget and Procurement Plan and subject to existing government accounting and auditing rules procedures.

SECTION 2. All disbursement for procurement shall be undertaken by STII in accordance with the provision of Republic Act. No. 9184 or the Government Procurement Reform Act and other applicable laws pertaining to government procurement.

SECTION 3. All DOSTv Project-related administrative expenses to be incurred by STII shall form part of the disbursement schedule.

**ARTICLE IV:
INTELLECTUAL PROPERTY RIGHTS**

SECTION 1. Ownership of Intellectual Properties and Intellectual Rights contributed by the parties or which may be formulated or developed as a result of the implementation of DOSTv program belong to the Philippine Government. Nevertheless, the ownership and utilization of the Intellectual Property and Rights shall be governed by the Philippine Technology Transfer Act as may be applicable in this program.

**ARTICLE V:
EFFECTIVITY**

SECTION 1. This Agreement shall take effect upon its signing and shall remain in full force and effect until terminated for cause in writing and collectively agreed upon by all parties herein, with prior notice, thirty (30) days from the proposed effective date of termination, by the party initiating the termination of the MOA.

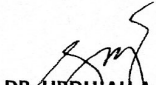
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the date and place first above-written.


**DEPARTMENT OF SCIENCE
AND TECHNOLOGY**

**SCIENCE AND TECHNOLOGY
INFORMATION INSTITUTE**

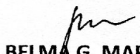
BY:


BY:


DR. URDUJAH A. TEJADA
DOST Assistant Secretary and
Officer-In-Charge TRC Transition Team



RICHARD P. BURGOS
STII Director

SIGNED IN THE PRESENCE OF:


BELMA G. MARTINEZ
Director, Financial Management Service


ARLENE E. CENTENO
Chief, Financial & Administrative Division

CERTIFICATION OF AVAILABILITY OF FUNDS:


ROBERT PAULO T. LUMBATAN
OIC, Accounting Division

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
 CITY OF TAGUIG)S.S.

14 2016

TAGUIG CITY

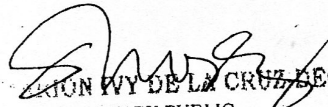
BEFORE ME, a Notary Public for and in _____ this _____ day of _____ 2016 personally appeared:

Name	Government Issued Identification		
	No.	Date of Issue	Place of Issue
URDUJAH A. TEJADA	DOSA ID 0819-COO-2015	09/18/2015	Bicutan
RICHARD P. BURGOS	EB4886639	3/7/2012	DFA Manila

All known to me to be the same persons who executed the foregoing Memorandum of Agreement consisting of _____ pages including this page on which the Acknowledgment is written and signed by the parties and their instrumental witnesses on each and every page thereof and acknowledged the same to be their free and voluntary act and deed as well as the entities represented.

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

Doc. No. 18
 Page No. 5
 Book No. XII
 Series of 2016


NOTARY PUBLIC
 the Cities of Pasig, San Juan, Pateros & Taguig
 Appointment No. 46 (2016-2017)
 ST-TAPI, Gen. Santos Ave., Bicutan, Taguig City
 Roll of Attorneys 52998
 P. No. A-2601002; 01/05/2016; Taguig City
 IBR No. _____


Doc. No. _____;
 Page No. _____;
 Book No. _____;
 Series of 2016.

SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE
Project Line-Item Budget


Period Covered : 9 months
 Project Title : **Building and Sustaining Quality Content for DOSTv - Weather Channel and S&T Broadcast Program**
 Implementing Agency : Science and Technology Information Institute (STII)
 Project Leader : Richard P. Burgos

	STII COUNTERPART	Grants-in-Aid	TOTAL
I. PERSONAL SERVICES (PS)			
Direct Cost			
Salaries (STII):			
1 Chief-Science Research Specialist	128,943.00		128,943.00
1 Chief - Administrative Officer	127,372.50		127,372.50
1 Administrative Officer V	75,267.00		75,267.00
1 Administrative Assistant III	37,152.00		37,152.00
TOTAL PS	368,734.50	-	368,734.50
II. MAINTENANCE & OTHER OPERATING EXPENSES (MOOE)			
Direct Cost:			
Travelling Expenses (Local)		72,783.00	72,783.00
Supplies and Materials			
Office/AV supplies		22,000.00	22,000.00
Gasoline, oil and lubricants		20,000.00	20,000.00
Communication Expenses		30,000.00	30,000.00
Representation Expenses		30,000.00	30,000.00
Other Professional Services			-
Content development, monitoring/research and production/broadcast contract		6,000,000.00	6,000,000.00
Project Dev't Officer III (@ P37,261/mo x 9 mos)		335,341.00	335,341.00
Information Officer I (@22,259/mo x 9 mos)		200,331.00	200,331.00
Clerk III (@15,505/mo x 9 mos)		139,545.00	139,545.00
Indirect Cost (STII)			-
Supplies and Materials	15,000.00		15,000.00
Utilities	35,000.00		35,000.00
TOTAL MOOE	50,000.00	6,850,000.00	6,900,000.00
III. CAPITAL OUTLAY			
TOTAL CO	-	-	-
GRAND-TOTAL	418,734.50	6,850,000.00	7,268,734.50

Prepared by:


CECILLE ROSE B. RAMOS
 Admn. Officer V

Recommending Approval:


ARLENE E. CENTENO
 FAD Chief

Approved by:


RICHARD P. BURGOS
 Director

STII RECORDS SECTION

Rec'd by: _____

Time: _____

Date: JUL 21 2016

Ref. No.: 16-175