

**Project Title: Expanding Audience Reach Through the DOSTv Channel and S&T Broadcast Program**

**MEMORANDUM OF AGREEMENT**  
**PCIEERD Project No. 03549**

**KNOW ALL MEN BY THESE PRESENTS:**

The Agreement, made and executed in Manila, Philippines this \_\_\_\_ day of \_\_\_\_\_, by the following entities:

The **PHILIPPINE COUNCIL FOR INDUSTRY, ENERGY AND EMERGING TECHNOLOGY RESEARCH AND DEVELOPMENT**, a government agency created pursuant to the approved rationalization plan in accordance with the provision of Executive Order No. 366, hereinafter referred to as **PCIEERD** with principal office at 4<sup>th</sup> and 5<sup>th</sup> Levels, Science Heritage Building, Bicutan, Taguig City, Metro Manila, Philippines represented in this Agreement by its Executive Director, **DR. CARLOS PRIMO C. DAVID**;

- and -

The **SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE**, hereinafter referred to as "**STII**", a government entity and an attached agency of the Department of Science and Technology (DOST), duly existing and created under the laws of the Philippines with principal office address at DOST Complex, General Santos Avenue, Bicutan Taguig City, Philippines, represented herein by **DIRECTOR RICHARD P. BURGOS**;

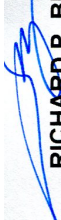
**WITNESSETH, That:**


WHEREAS, **PCIEERD**, pursuant to its functions as an agency for industry, energy, and emerging technology research and development shall provide financial assistance through its Grants-in-Aid Program to support research and development activities that will contribute to the economic and industrial development of the country;

WHEREAS, the purpose, objectives, and significance of the project to be undertaken in this Agreement can contribute significantly to the advancement of Science and Technology;

Whereas, the Project under this Agreement has been thoroughly evaluated by **PCIEERD** and was duly approved by **PCIEERD Management Team** through **ad referendum** on April 15, 2016 and confirmed by GC in its meeting on April 21, 2016;

WHEREAS, **STII** possesses the qualifications, the scientific and technological capability and the sense of responsibility deemed necessary for the implementation of the project herein specified, with a reasonable degree of success in achieving the purpose and objectives thereof;

  
**RICHARD P. BURGOS**  
Project Leader and  
Director, STII

  
**RAUL G. SABULARSE**  
Deputy Executive Director  
PCIEERD

  
**CARLOS PRIMO C. DAVID, Ph.D.**  
Executive Director



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WHEREAS, **PCIEERD** and **STII** jointly pledge to extend their full cooperation to one another for the effective implementation of the project;

NOW THEREFORE, for and in consideration of the foregoing premises and their mutual covenants herein set forth, **PCIEERD** and **STII** hereby stipulate and agree to the following terms and conditions:


1. **Expanding Audience Reach Through the DOSTv Channel and S&T Broadcast Program:** This project, which is more particularly described in the project document hereto attached as Annex A and made integral part hereof, shall be known as "**Expanding Audience Reach Through the DOSTv Channel and S&T Broadcast Program**".


2. **PCIEERD Financial Support:**

**PCIEERD** shall provide financial support to the project with a grant of **Four Million Nine Hundred Fourteen Thousand Two Hundred Eighty Four Pesos (P4,914,284.00)** for Year 1 to be expended as allocated in the **Project Line-Item-Budget** made part hereof as **Annex B**.

1. **Obligations of STII:**

- a. Exert all efforts to attain the project objectives with the specified Project Work Plan (DOST Form 2B-1) as attached in the project proposal;
- b. Submit to **PCIEERD** the Semi-Annual Progress Report (DOST Form 3A) and Semi-Annual / Annual Financial Report (DOST Form 4) of grant funds certified by the Accounting Officer;
- c. Make an oral presentation of the results to **PCIEERD** within thirty (30) days after the completion of the project;
- d. Submit to **PCIEERD** within sixty (60) days from the completion of the project the following:
  - A Project Terminal Report in three (3) hard copies and one (1) electronic copy as prescribed in the Outline for Preparing DOST-GIA Project Terminal Report (DOST Form 9A-1 and/or DOST Form 9A-1a);
  - The Audited Financial Report of all disbursements made out of the funds herein granted duly certified by the Accounting Officer and audited by the Internal Auditor of **STII** using DOST Form 9B.
- e. Return to **PCIEERD** any unexpended balance of the grant fund within six (6) months after the project completion.


  
**RICHARD P. BURGOS**  
Project Leader and  
Director, **STII**

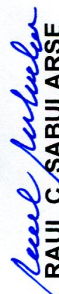
  
**RAUL C. SABULARSE**  
Deputy Executive Director  
**PCIEERD**

  
**CARLOS PRIMO C. DAVID, Ph.D.**  
Executive Director



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Deputy Executive Director  
PCIEERD

  
**CARLOS PRIMO C. DAVID, Ph.D.**  
Executive Director

2. **Administrative and DOST GIA Policy:** The Grants-In-Aid award shall be governed by the Guidelines for the Grants-In-Aid Funds of DOST and Its Agencies unless otherwise expressly stated in this Agreement.
3. **Project Duration:** This Agreement contemplates a total project completion time of 12 months and shall commence project implementation upon notarization of this agreement.
  - a. A 3-month lead time will be allowed on top of the implementation period or approved duration to facilitate the procurement and mobilization activities;
  - b. In extreme cases, where project personnel are not yet needed in the research activities and requires a significant time in the procurement process, the lead time may be extended subject to decision of PCIEERD Management.
  - c. During the lead time period, charging to project funds of project personnel are not permitted.
4. **Project Monitoring:** During the entire duration of the project, PCIEERD personnel may at any time visit the project sites to check and verify any progress thereof. The Accountant of PCIEERD or its authorized representative shall have ready access to the financial records of the project.
5. **Renewal of Budget Requirements for Multi-year Projects:** Budget requirements shall be approved annually. The request for continuing funding of multi-year project shall be submitted to PCIEERD not later than two (2) months before the year-end active period. Yearly detailed budget requirement should be included under Project Proposal in **Annex A**.
6. **Project Income:** All generated income during the project implementation, if there is any, from the project shall be included in the financial report submitted to PCIEERD. After the completion of the project any generated income from the use of equipment from the grant fund shall be reported every end of the calendar year for a period of five (5) years.
7. **Project Personnel:**
  - a. Personnel authorized under the project's Line-Item-Budget to be employed chargeable against grant fund shall be engaged by the Project Leader on appointment/contract basis, submitting to **PCIEERD** in each case a copy of the hiring paper together with the job description and qualification guide. The List of Personnel Involved (DOST Form 5) in the project implementation will be submitted to **PCIEERD**.
  - b. No officer or personnel of the project shall be permitted to accept any fellowship, scholarship or training grant, or leave his/her station for



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more than fifteen (15) consecutive days during the Project implementation period.


- c. **PCIEERD** is in no way under obligation to grant pension or gratuity to project personnel retiring or laid off in the course of or after completion/termination of the project.
- d. The service of the project personnel shall be discontinued upon termination of the project or of the specific work for which they were hired.

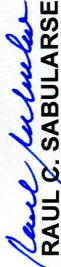
**8. Release of Funds:**

- a. The PCIEERD shall release the project funds to the Implementing Agency in partial or full amounts, once the MOA or conforme letter has been signed, subject to availability of funds, accounting and auditing regulations, and bond requirements;
- b. Twenty percent (20%) of the total Maintenance and Other Operating Expenses (MOOE) allocation will be withheld and may only be released upon submission of required financial and technical/progress reports, subject to decision of the PCIEERD Management.
- c. Subsequent release of funds to continuing projects shall be subject to the submission of necessary financial reports, appropriate endorsement and other requirements as indicated in Section 7 of this agreement;
- d. The financial grant for the project shall be deposited in the account name of the STII through any recognized bank in the Philippines. Withdrawals from the account shall be required by at least two (2) authorized signatories of STII;
- e. Fund releases under the approved grant shall be made in accordance with the approved PCIEERD-GIA Line-Item-Budget as indicated in the Annex B, made part thereof in this agreement.

**9. Budget Reprogramming, Realignment and Creation of Expense Items:**

- a. Should budget reprogramming, realignment and/or creation of expense items be deemed necessary, a request shall be made at least two (2) months before the end of the project's current year and shall not exceed three (3) times in each implementation year (including approved extension) except for meritorious cases approved by **PCIEERD**. A revised LIB shall be approved to cover any budget reprogramming, realignment and/or creation of expense items.
- b. The approving authorities of budget realignment shall be as follows:

  
**RICHARD P. BURGOS**  
Project Leader and  
Director, STII

  
**RAUL C. SABULARSE**  
Deputy Executive Director  
PCIEERD

  
**CARLOS PRIMO C. DAVID, Ph.D.**  
Executive Director



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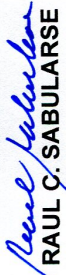
  
**RICHARD P. BURGOS**  
Project Leader and  
Director, STII

- Implementing Agency is allowed to realign within 33% of existing expense item of the originally approved budget by PCIEERD within the project duration. PCIEERD must be informed of the budget realignment made by the implementing Agency. Otherwise, the realignment shall be null and void.
- Realignment of more than 33% of existing expense item of the originally approved budget shall need approval of **PCIEERD**.


c. Creation of any expense item in the LIB shall need approval of **PCIEERD**.

10. **Project Extension:** Should project extension be deemed necessary, request for extension shall be made at least three (3) months before the project completion.

11. **Project Equipment:**


  
**RAUL C. SABULARSE**  
Deputy Executive Director  
PCIEERD

- a. Purchase of Equipment: Equipment for the Project shall be procured by and on the responsibility of the Project Leader on the basis of the implementing authority provided in the Agreement and the approved Line-Item-Budget for the purpose, subject to the pertinent accounting and auditing rules and regulations.
- b. Accountability of Equipment: The Project Leader shall be accountable for the equipment duly receipted until the physical transfer/donation or disposition of ownership, as determined by the PCIEERD and as stipulated under **Section 14, Ownership of Properties**, of this Agreement.
- c. Documents of Purchased/Fabricated Equipment: Copies of the List of Equipment Purchased/Fabricated (DOST Form 6), Inventory Report Form A, Acknowledgement Receipt of Equipment (ARE) and Invoice Receipt for Property shall be submitted to the Property Officer of **PCIEERD** three (3) months before the end of the project.
- d. Records of Equipment: **PCIEERD** Property Officer shall maintain a complete and updated record of all equipment purchased/fabricated out of the grant funds based on the submitted documents by **STII**. Inventory of equipment shall be conducted by PCIEERD.

  
**CARLOS PRIMO C. DAVID, Ph.D.**  
Executive Director



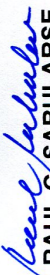
**Project Title: Expanding Audience Reach Through the DOSTv Channel and S&T Broadcast Program**


  
**RICHARD P. BURGOS**  
Project Leader and  
Director, STII

12. **Ownership of Properties:** All non-expendable materials and properties purchased out of fund granted for the Project shall exclusively belong to PCIEERD. The said non-expendable materials and properties may be donated subject to the conditions that PCIEERD or person/entity designated by PCIEERD in its behalf shall have access to, and use such non-expendable materials and properties for research, technical and administrative purposes. The maintenance cost of the donated non-expendable materials and properties shall be shouldered by the receiving agency.

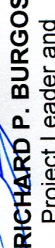
13. **Intellectual Properties (For All New R&D Projects):** All Intellectual Properties and Intellectual Property Rights resulting from this agreement shall be governed by Republic Act 10055 otherwise known as the "Philippine Technology Transfer Act of 2009", its Implementing Rules and Regulations, The DOST Administrative Order No. 004 s. 2015 or the DOST IP Policy and the PCIEERD Administrative Order No. 2015-123 s. 2015 or the Guidelines on the Disclosure and Protection of Intellectual Properties (IPs) Generated from PCIEERD-Assisted and Monitored Projects. This Agreement further stipulates that:

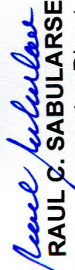
- a. Ownership of all background Intellectual Property and Rights shall remain with the original owner and as such should be provided as an attachment to this agreement;
- b. The start of the disclosure process shall be on (date of IP Evaluation Period shall fall within the 3rd quarter of the project year or as agreed upon with the Project Leader and PCIEERD Project Manager. Formal disclosure should not be later than six (6) months from the transmittal of the Terminal Report);
- c. Any publication and or presentation in a conference generated from the Project should be officially endorsed by the Head of Agency to PCIEERD and preferably also endorsed by the Intellectual Property Unit of the RDI prior to the submission of the publication to the publisher or date of public presentation or release;
- d. Any intellectual properties disclosed should be filed for protection within three (3) months from the date of publication or presentation. Otherwise, the PCIEERD shall file for protection and assume ownership over the potential IP.


  
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Executive Director

14. **Commercialization and Revenue Sharing (For R&D Projects with Private RDIs and Tech Transfer Projects with projected royalties):** Due to the nature of the financial support for this project (which is on the commercialization or utilization of IP/IPRs), the PCIEERD and Implementing Agency shall comply with the provisions under R.A. No. 10055 and its IRR; the DOST IP Policy; and other applicable laws, rules and policies. This Agreement further stipulates that:
- a. The Implementing Agency shall report to PCIEERD all agreements entered into and licenses granted for the commercialization of the technology;
  - b. The PCIEERD shall have a share in the revenue or income generated from the commercialization of IP/IPRs;
  - c. This Commercialization Clause shall survive the termination of this Agreement and shall be applicable to commercialization agreements in the future.
- Note: Section 16 is applicable only for tech transfer projects.
15. **Termination/Discontinuance/Suspension of Programs/Projects:** PCIEERD reserves the right to discontinue, terminate or suspend program/project implementation anytime for violation of the project terms and conditions or upon determining that the results obtained do not justify further activity. The STII must account for unused grant funds, supplies and materials and equipment as of date of receipt of a written notification of such termination/discontinuance/suspension from PCIEERD within a period of thirty (30) days.
16. **Confidentiality of Information:** All concerned parties shall ensure the confidentiality of information generated by the project and shall be governed by Republic Act 10055 otherwise known as the "Philippine Technology Transfer Act of 2009" and its Implementing Rules and Regulations (IRR).
17. **Release of Information for Publication:** Release of any information on the Project shall need the concurrence of all parties concerned and acknowledge the support and assistance of PCIEERD. Copies of any information to be released shall be provided to all parties.
18. **Amendments:** The parties to this Agreement, may by mutual consent and for as long as it is within the purview of the law, add, modify, amend, delete any word(s), phrase(s), sentence(s), or article(s) in this agreement.
19. **Effectivity:** This Agreement shall take effect upon signing of the parties.
20. **Government Law and Dispute Resolution:** The Laws of the Republic of the Philippines shall govern the interpretation of this Agreement. The Parties agree that in all matters relating to this Agreement, whether during its subsistence or after its termination and in all matters concerning the provisions of this



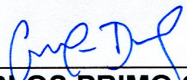
**Project Title: Expanding Audience Reach Through the DOSTv Channel and S&T Broadcast Program**

Agreement on questions or dispute or difference arising between or among the Parties, every such question, dispute or difference shall be settled mutually in good faith.

IN WITNESS HEREOF, the duly authorized representatives of parties hereunto affix their signatures on the date and the place first above indicated.

**PHILIPPINE COUNCIL FOR INDUSTRY ENERGY AND EMERGING  
TECHNOLOGY RESEARCH AND DEVELOPMENT**

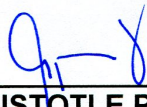
**RICHARD P. BURGOS**  
Project Leader and  
Director, STII

  
\_\_\_\_\_  
**CARLOS PRIMO C. DAVID, Ph.D.**  
Executive Director

**SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE**

  
\_\_\_\_\_  
**RICHARD P. BURGOS**  
Director, STII and Project Leader

**Signed in the Presence of:**

  
\_\_\_\_\_  
**ARISTOTLE P. CARANDANG**  
STII

  
\_\_\_\_\_  
**MARIA ELENA A. TALINGDAN**  
PCIEERD

  
**CARLOS PRIMO C. DAVID, Ph.D.**  
Executive Director




## ACKNOWLEDGEMENT

(REPUBLIC OF THE PHILIPPINES

CITY OF CITY OF MANILA)

BEFORE ME, a Notary Public for and in CITY OF MANILA this \_\_\_\_ day of \_\_\_\_  
2014 personally appeared:

  
**RICHARD P. BURGOS**  
Project Leader and  
Director, STII

Name	Passport No.	Date of Issue	Place of Issue
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**CARLOS PRIMO C. DAVID**

(Head of Implementing  
Agency)

known to me as the same person who executed the foregoing Agreement and  
acknowledged to me that the same is their free and voluntary act and deed that  
of the principals represented by them.

I further acknowledge that this instrument, including the foregoing  
Agreement and this page on which this acknowledge is written, consists of (no. of  
pages), all signed by the parties and sealed with my notarial seal.


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

  
**RAUL C. SABULARSE**  
Deputy Executive Director  
PCIEERD

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Book No. 571  
Series of (2014)



**ATTY. ARWIN JUCOS SINAGUINAN**  
NOTARY PUBLIC  
UNTIL DEC. 31, 2016  
PTR NO. 4921706  
ISSUED AT MANILA  
ISSUED ON JAN. 4, 2016

  
**RCARLOS PRIMO C. DAVID, Ph.D.**  
Executive Director



**RICHARD P. BURGOS**  
Project Leader and  
Director, STII

**RAUL C. SABULARSE**  
Deputy Executive Director  
PCIEERD

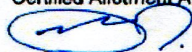
**CARLOS PRIMO C. DAVID, Ph.D.**  
Executive Director

**DEPARTMENT OF SCIENCE AND TECHNOLOGY**  
Project Line-Item Budget

Period Covered : May to December 2016  
Project Title : **Expanding Audience Reach Through the DOSTv Weather Channel  
and S&T Broadcast Program**  
Implementing Agency : Science and Technology Information Institute (STII)  
Project Leader : Richard P. Burgos

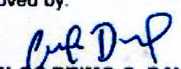
	<u>STII Counterpart</u>	<u>Grants-In-Aid</u>	<u>TOTAL</u>
<b>I. PERSONAL SERVICES (PS)</b>			
Direct Cost			
Salaries:			
1 Chief SRS	114,616.00		114,616.00
1 Chief Administrative Officer	113,220.00		113,220.00
1 Supervising Science Research Specialist	103,394.00		103,394.00
1 Audio-Visual Aids Technician IV	48,282.00		48,282.00
Honoraria:			
1 Project Leader @ P8,800/mo. x 8 mos.		70,400.00	70,400.00
1 Project Staff (L2) @ P6,000/mo x 8 mos.		48,000.00	48,000.00
2 Project Staff (L1) @ P4,800/mo. x 8 mos.		76,800.00	76,800.00
<b>TOTAL PS</b>	<b>379,512.00</b>	<b>195,200.00</b>	<b>574,712.00</b>
<b>II. MAINTENANCE AND OTHER OPERATING EXPENSES (MOOE)</b>			
Direct Cost			
Traveling Expenses (local)	50,000.00	100,000.00	150,000.00
Supplies and Materials (office, ICT and other supplies)	30,000.00	49,084.00	79,084.00
Communication Expenses (mobile, internet, etc.)		20,000.00	20,000.00
Representation Expenses (meetings, on field assignments)	50,000.00	60,000.00	110,000.00
Rent Expenses		40,000.00	40,000.00
Other Professional Services:			
Production Cost and Technical Consultancy (Specialized technical consultancy, content development, monitoring and research, post production and shooting)		3,910,000.00	3,910,000.00
Indirect Cost			
STII:			
Supplies and Materials	20,000.00		20,000.00
Representation Expenses (meetings, on field assignments)	20,000.00		20,000.00
<b>TOTAL MOOE</b>	<b>170,000.00</b>	<b>4,179,084.00</b>	<b>4,349,084.00</b>
<b>III. EQUIPMENT OUTLAY</b>			
ICT equipment and software (Cameras, broadcast monitor, converters, and other ICT equipment)		540,000.00	540,000.00
<b>TOTAL EO</b>	<b>-</b>	<b>540,000.00</b>	<b>540,000.00</b>
<b>GRAND TOTAL</b>	<b>549,512.00</b>	<b>4,914,284.00</b>	<b>5,463,796.00</b>

Certified Allotment Available:



**ISIDRO V. QUERUBIN, JR.**  
Admin. Officer V/Budget Officer

Approved by:

  
**CARLOS PRIMO C. DAVID, Ph.D.**  
Executive Director

4/28/2016