DOST Form A

DEPARTMENT OF SCIENCE AND TECHNOLOGY

Project Line-Item Budget

CY 2019

1011904-1271

Program Title Project 3 Title : Mainstreaming Knowledge Management for AANR (KM4AANR)

: Establishing DOST-PCAARRD Knowledge Networks of e-Libraries : Department of Science and Technology - Science and Technology Information Institute (DOST-STII)

Implementing Agency **Total Duration**

: 01 March 2019 - 31 August 2020 (18 months) \

Cooperating Agency

Program Leader

: DOST-RCAARRD and its Consortia

Project Leader

: Richard Amansec : Alan C. Taule

Monitoring Agency

: DOST-PCAARRD

			Counterpart Funding			
			DOST-STII		OST-PCAARRD	TOTAL
Personal Services	rsonal Services			P		
Direct Cost						
Salaries						
Three (3) Compute	r programmer II @ P34,812.00/mo x 12 mos				1,253,232.00	1,253,232.0
One (1) Science R	esearch Specialist II @ P38,118.00 mo x 18 mos				686,124.00	686,124.0
	sistant I @ P19, 538.40/mo x 18 mos				703,382.40	703,382.4
One (1) Project Le	ader @ P8,800.00/mo x 18 mos				158,400.00	158,400.0
Two (2) Project Staff Level I 2 P4,800/mo x 18 mos					172,800.00	172,800.00
Indirect Cost						, , , , , , , , , , , , , , , , , , , ,
Salaries						
One (1) Chief SRS @20% of P83,406/mo x 18 mos			300,261.60			300,261.6
Three (3) SRS II @ P33,584.00/mo x 18 mos			362,707.20			362,707.20
	Sub-total for PS	Р	662,968.80	P	2,973,938.40	3,636,907.20
<u>Direct Cost</u> Traveling Expenses					461,568.00	461,568.0
Supplies and Materials Expenses					100,000.00	100,000.0
Communication Expenses (mobile, postage, etc.) Representation Expenses					15,000.00	15,000.0
Other Professional Services (notarial fee)					390,000.00	390,000.0
Rent Expenses (Motor vehicle)					4,000.00 50,000.00	4,000.0 50,000.0
	79				00,000.00	50,000.
Indirect Cost						30,000.0
Indirect Cost Utilities Expenses			30,000.00			
	Sub-Total for MOOE	Р -	30,000.00	Р -	1,020,568.00	1,050,568.0
		P		P	1,020,568.00	1,050,568.0
Utilities Expenses		P P			1,020,568.00	1,050,568.0
Utilities Expenses		P P		P	1,020,568.00	1,050,568.0
Utilities Expenses		7.5		Р	1,020,568.00	1,050,568.0

Prepared by:

RICHARD E. AMANSEC

Program Leader

Approved by:

Acting Executive Director, DOST-PCAARRD

Certified Funds Available:

CAROLINA T. BOSQUE

MEMORANDUM OF AGREEMENT

Republic of the Philippines

DEPARTMENT OF SCIENCE AND TECHNOLOGY Philippine Council for Agriculture, Aquatic and Natural Resources Research and Development Los Baños, Laguna

Program Title: Mainstreaming Knowledge Management for the Agriculture, Aquatic and Natural Resources (KM4AANR) Sector

Project Title: Establishing DOST-PCAARRD Knowledge Network of e-Libraries

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between:

The PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT(PCAARRD), hereinafter referred to as "DOST-PCAARRD", a government entity duly existing and created under the laws of the Philippines with principal office address at Los Baños, Laguna, Philippines, represented herein by its Acting Executive Director, DR. REYNALDO V. EBORA;

-and-

The SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE, hereinafter referred to as "STII," with principal office at DOST Compound, General Santos Avenue, Bicutan 1631, Taguig, Metro Manila and represented herein by its director, MR. RICHARD P. BURGOS:

WITNESSETH:

WHEREAS, the above mentioned project was approved by the DOST-PCAARRD Governing Council during its 41st regular meeting on February 11, 2019 at DOST-PCAARRD, Los Baños, Laguna;

WHEREAS, the above-mentioned non-R&D project hereinafter referred to as the "Establishing DOST-PCAARRD Knowledge Network of e-Libraries" is a component project of the "Mainstreaming KM4AANR" program approved during the said meeting.

NOW THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree to the following terms and conditions:

Deputy Executive Director-ARMSS MELVIN B. CARLOS DOST-PCAARRD

RICHARD P. BURGOS

REYNALDO V. EBORA Acting Executive Directo DOST-PCAARRD

I. OBJECTIVES OF THE PROJECT

The e-Library is recognized as one of the Knowledge Management tools to capture, codify, share, and apply PCAARRD-generated knowledge products and resources. With the R&D Consortia as one of the stakeholders in the PCAARRD's KM4AANR, there is a pressing need to manage the resources of DOST-PCAARRD and its consortia in a common library management system for easy access and retrieval within a knowledge management framework.

CAROLINA TBOSQUE Chief Accountant DOST-PCAARRD

This project seeks to address this need through the assistance of DOST-STII, being the proponent and leader of the ongoing project, *Developing the DOST-PCAARRD Innovation and Technology Center e-Library*, which is ending in April 2019. It aims to establish the DOST-PCAARRD knowledge network of libraries through customization and deployment of the Science Library Integrated Management System (SLIMS) to the R&D consortia (base agencies) for a more effective management and content development of the DOST-PCAARRD e-Library.

ALAN C. TAULE Project Leader

Specifically, it aims to:

- Deploy and install the library management system (SLIMS) to DOST-PCAARRD consortia;
- Capacitate DOST-PCAARRD consortia personnel on organizing, processing, and managing information resources in AANR using SLIMS;
- 3. Digitize knowledge products and resources in AANR; and
- Populate the SLIMS database by uploading available knowledge products and resources in AANR and integrate them into the overall KM4AANR system.

MELVIN & CARLOS PPHY Executive Director ARMSS DOST-PCAARRD

II. OPERATION OF THE PROJECT

The Project shall be undertaken by DOST-STII in accordance with the approved project proposal(made part hereof as Annex "A") and the Revised DOST-GIA Guidelines (A.O. 009 S. of 2017) and shall be monitored by DOST-PCAARRD.



III. FUNDING ASSISTANCE

DOST-PCAARRD shall provide grant in the amount of <u>THREE MILLION NINE</u> <u>HUNDRED NINETY-FOUR THOUSAND</u>, <u>FIVE HUNDRED SIX PESOS and 40/100 PESOS (P3,994,506,40)</u> for 18 months with an initial Year 1 grant of PhP 3,119,937.60 for CY2019 and PhP874,568.80 for CY 2020 to be expended as allocated in the approved Project Line-Item Budget (made part hereof as Annex "B:"). Guidelines on the Grants-in-Aid Program as may be determined by DOST-PCAARRD shall govern the implementation of the Project.

REYNALDO V. EBORA
Acting Executive Director
DOST-PCAARRD

The activities, operation of the books of accounts and records of the project shall be subject to reasonable inspection by authorized representatives of DOST-PCAARRD.

DOST-PCAARRD reserves the right to discontinue the projects or its assistance at any time for cause as determined by the DOST-PCAARRD, to include but not be limited to, violation of the Grant Agreements, fraud or falsity in DOST-STII's warranties and representation as provided by the proponent or upon determining that the results which were obtained or reasonably expected do not justify further activity.

All income/interest derived from the program/projects, if any, an all unexpended balance shall be reported immediately and remitted to DOST-PCAARRD by DOST-STII after the termination of the project.

IV. PROJECT DURATION

The project shall be completed within a period of eighteen (18) months with the Year 1 implementation covering the period March 1, 2019 to August 30, 2020. Parties shall agree on the starting date of implementation which shall not be later the date of receipt of funds by DOST-STII.

V. FUND RELEASE AND UTILIZATION

The financial grant shall be released by DOST-PCAARRD to DOST-STII, subject to applicable rules and regulations and availability of funds.

DOST-STII shall abide by the applicable rules and regulations on disbursement and utilization as mandated by DOST-PCAARD, to include in particular but not limited to, rules on direct and indirect costs.

VI. PROJECT PROPERTIES

Project References: Mention of above-stated project in any and all publication, literature and information materials in whatever media form shall state reference to DOST-PCAARRD as project Funding Agency and DOST-STII as the Implementing Agency. Failure on the part of any party to comply with this provision shall be ground for written documented protest; further, repeated non-compliance with this provision by one party shall allow the aggrieved party to inform affected third parties in writing and require proper attribution through publication, with cost charged against the offending party.

Intellectual Property(IP): Ownership and utilization of IPs and Intellectual Property Rights (IPRs) resulting from the project shall be governed by the Philippine Technology Transfer Act of 2009. DOST-STII and the Project Leader acknowledge that they have read, understood and hereby agree to be bound by the provisions of the said Act. In case of conflict with other laws, rules and regulations, the said Act shall prevail.

Records of Equipment. The Property Officer/s of DOST-PCAARRD and DOST-STII shall maintain a complete and updated record of all equipment purchased out of the grant funds. Inventory of equipment shall be conducted by DOST-PCAARRD during CAROLINA T. BOSQUE Chief Accountant DOST-PCAARRD

> ALAN C. TAULE Project Leader DOST-STII

> > MELVIN B. CARLOS
> >
> > Deputy Executive Director-ARMSS
> >
> > DOST-PCAARRD

RICHARD P. BURGOS
Director
Director

REYNALDO V. EBORA
Acting Executive Director
DOST-PCAARRD

Project Leade

CAROLINA T. BOSQUE

DOST-PCAARRD

MELVIN B. CARLOS

Deputy Executive Director-ARMSS

RICHARD P. BURGOS

REYNALDO V. EBORA Acting Executive Director

Ownership of Equipment: DOST-PCAARRD shall initially own all equipment, including but not limited to the fabricated equipment, under its account until it may deem fit to transfer the same to other projects or implementing institutions, subject to existing government accounting and auditing rules. DOST-STII shall be accountable for the equipment duly receipted until the physical transfer/donation or disposition of ownership, as determined by DOST-PCAARRD.

Upon request, the ownership of equipment may be transferred subject to the approval from DOST-PCAARRD. DOST-PCAARRD reserves the right to transfer ownership of such government equipment subject to existing government accounting and auditing laws, rules and regulations.

VII. ACCOMPLISHMENT AND FINANCIAL REPORTS

DOST-STII shall submit to DOST-PCAARRD all technical and financial reports as mandated by DOST-PCAARRD, pursuant to applicable rules and regulations. DOST-STII shall likewise acknowledge the assistance of DOST-PCAARRD in relevant project-related activities.

VIII. GENERAL PROVISIONS

Amendment: This Agreement may only be amended in writing and by mutual consent of both parties.

Authority to Sign: Each person signing this agreement represents and warrants that he/she is duly authorized to sign this agreement. In the unlikely event that the person signing for the other party is not authorized to do so, the latter agrees to hold the other party/ies harmless for any cause of consequence of the absence/lack of authority to sign.

Arbitration: All disputes arising between and among the parties as to interpretation, operation or effect of any clause in the Agreement or any other difference between the parties shall first be resolved amicably. In the case of failure, the Rules on Alternative Dispute Resolution (ADR) between the national government agencies under Republic Act No. 9285 shall apply.

Indemnification: Each party shall indemnify, hold free and harmless, and defend at its own expense, the other party/ies from and against all suits, claims, demands, and liabilities of any nature or kind, arising out of acts or omissions of the former, in the performance of any activity in connection with the project, including those that may be initiated by its employees, workers, agents, subcontractors, or by any other entity or persons against said party by reason of or in connection to the project.

Venue: The parties further agree that in case of legal action requiring court litigations that may arise in the enforcement of this Agreement, the venue of court litigation shall be in the Court of Competent Jurisdiction sitting in Los Baños, Laguna only.

Separating Clause: If any part or provision of this Agreement is held invalid or unconstitutional, the other provisions not affected thereby shall remain in force and in effect.

IX. COMPLIANCE WITH LAWS AND POLICIES

DOST-STII shall comply with the provisions of the Philippine Technology Transfer Act of 2009 (Republic Act No 10055 and its Implementing Rules and Regulations (Joint DOST-IPO Administrative Order No. 02-2010), Guidelines on Intellectual Property Valuation, Commercialization and Information Sharing (Joint DOST-DTI-IPOPHL A.O. No. 001 S. of 2012), DOST Intellectual Property Policy (DOST A.O. NO 004 S. of 2015), Technology Transfer Protocol (A.O. No. 009 S. of 2015), Intellectual Property Management Protocol (DOST A.O. 004 S. of 2016), Guidelines on the Constitution of the Fairness Opinion Board (FOB) and the Issuance of Fairness Opinion Report (FOR) under R.A. No. 10055 (DOST Memorandum Circular No. 003 S. of 2015), Guidelines on the Fast-Tracked Issuance of FOR under R.A. No. 10055 (DOST M.C. No. 007, S. of 2016), adoption of the DOST Data Sharing Policy (DOST A.O. No. 003 S. of 2015) and its Implementing Guidelines, the DOST Administrative Order No. 009 S. of 2017 (Revised DOST-GIA Guidelines) and other applicable, laws, rules and policies.

CAROLINA T. BOSQUE Chief Accountant DOST-PCAARRD

ALAN C. TAULE
Project Leader
DOST-STII

MELVIN B. CARLOS

Deputy Executive Director-ARMSS

DOST-PCAARRD

RICHARD P. BURGOS
Director

REYNALDO V. EBORA
Acting Executive Director
DOST-PCAARRD

IN CONSIDERATION of the mutual covenant set forth above, witness our signatures this Marc 2 9 2019, at Los Baños, Laguna, Philippines.

Funding Agency:

3011904-1271

Acting Executive Director DOST-PCAARRD

Implementing Agency:

RICHARD P. BURGOS Director, DOST-STII

WITNESSES:

Chief, Information Resources

and Analysis Division (IRAD)

MELVIN B. CARLOS -- ' Deputy Executive Director-ARMSS DOST-PCAARRD

Certified Funds Available:

Chief Accountant DOST-PCAARRD

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES MUNICIPALITY OF LOS BAÑOS \ S.S. 3011904-1271

BEFORE ME, A NOTARY PUBLIC for Los Baños, Laguna, Philippines, personally appeared on MAR 2 9 2010 the following personally respective Competent Evidence of Identity as indicated below: the following persons presenting to me

NAME

GIID NO.

DATE/PLACE ISSUED

REYNALDO V. EBORA

Passport Number S0005685A

August 17, 2017 / DFA Manila

RICHARD P. BURGOS

Driver's License No. NO3-97-238885 July 2017/Taguig City

Known to me as the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me and that the same is their free and voluntary act and deed and that of the entities that they respectively represent.

This instrument, consisting of seven (7) pages, including this page whereon this Acknowledgement is written, are signed by the parties together with their instrumental witnesses on each and every page thereof.

TO THE TRUTH OF THE FOREGOING, witness now my hand and seal on the date and place first above written.

ATTY, ELENO O. PERALTA

Doc No. 10

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Series of 2019

Notary Public Until December 31, 2019

Calamba City, Los Baños, Bay, Calauan, Laguna PTR No. 6809834 / 01-03 /9.201 76 35890 / May 1986

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