

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is entered into by and between:

The **DEPARTMENT OF AGRICULTURE (DA)**, through the **AGRICULTURAL TRAINING INSTITUTE (ATI)**, the apex agency for agriculture and fisheries training and advisory services with principal office at Elliptical Road, Diliman, Quezon City, represented herein by its Director IV, **ROSANA P. MULA, PhD**, herein referred to as "**DA-ATI**."



-and-

The **PHILIPPINE ASSOCIATION OF AGRICULTURIST, INC.**, a non-stock, non-profit organization created and existing under the laws of the Republic of the Philippines and an accredited Civil Society Organization (CSO) of the Department of Agriculture (DA), with office address at 3rd Floor, DOST-PCAARRD Innovation and Technology Center, Jamboree Road, Brgy. Timugan, Los Baños, Laguna, represented herein by its **CHAIRMAN, ROBERTO F. RAÑOLA JR., PhD**, Filipino, of legal age, and hereinafter referred to as the "**PAA**",

-Witnesseth-

WHEREAS, the **DA-ATI** is the training and advisory services arm of the Philippine Department of Agriculture, mandated to train agricultural extension workers and their beneficiaries and lead in the delivery of e-extension services for agriculture and fisheries.

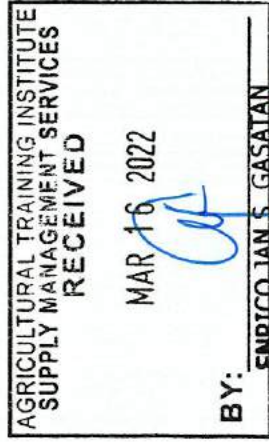
WHEREAS, the **DA-ATI**, Chairperson of the National Committee on Family Farming (NCFMF) through a Special Order No. 792 from the DA Secretary dated August 23, 2019, spearheads in the government-led planning, implementation, and monitoring and evaluation of the decade long program for family farmers, fishers and upland dwellers in the country. It has the financial resources to support Policy research/study relative to agriculture and fisheries (AF) by which the Grantee has submitted proposal and was approved as attached and entered into this contract, hereinafter referred to as Contract for brevity;

WHEREAS, Section 3 of the Implementing Rules and Regulations of the Agriculture and Fisheries Modernization Act (AFMA) RA 8435 promotes people empowerment by strengthening people's organizations, cooperative and Non-Government Organization (NGO) and by establishing and improving mechanisms and processes of their participation in government decision making and implementation of agriculture and fisheries (A&F) programs and project.

WHEREAS, the **PAA** is a DA accredited Civil Society Organizations to be engaged as partners in the implementation of Agri-Fishery projects as per Administrative Order No. 13 Series of 2020;

WHEREAS, the **PAA** possesses the technical expertise and management capability to undertake the Baseline Study as contained in the Proposal;

WHEREAS, the **PAA** believes that this project supports government initiatives that aim to improve the lives of farm families through different initiatives and activities from the government, NGO, private and other actors;



Handwritten signatures and initials at the top of the page.

Handwritten signature at the bottom left of the page.

Handwritten mark at the bottom left of the page.

Handwritten mark at the bottom center of the page.

Handwritten mark at the top right of the page.

WHEREAS, Director ROSANA P. MULA, PhD is duly empowered to enter into, sign and execute this contract in behalf of the ATI;

NOW THEREFORE, for and in consideration of the foregoing premises and their mutual covenant herein set forth, the **DA-ATI** and **PAA** hereby agree and stipulate the following:

ARTICLE I
PROJECT TITLE / TITLE OF AFE POLICY STUDY

This Memorandum of Agreement refers to the conduct of a baseline study of family farmers, fishers and upland dwellers in the country which aims to establish and systematize information, both quantitative and qualitative, for a set of performance indicators outlined in the PAP4FF logical framework. The baseline survey data will form the basis for the progress monitoring and evaluation other than setting the baseline and targets for the program indicators. The project is titled "**Baseline Study of Family Farmers, Fishers, and Upland Dwellers in the Philippines**".

ARTICLE II
AFE Policy Research / Study

Section 1. Bases for Implementation – The grantee shall conduct the baseline study in accordance with the approved proposal which shall form an integral part of this Contract.

Section 2. Modifications – No modification of the baseline study including or any deviation in the implementation thereof shall be allowed without the written consent of ATI.

Section 3. Assignment of Rights – No part of the baseline study including any rights thereto may be transferred, assigned or subcontracted to third parties, without the written consent of ATI.

Section 4. Log Frame – The schedule of the conduct of the baseline study shall be set forth in a Work Plan which shall form an integral part of this Contract. Delay or deviation in the implementation schedule based on the Time Frame shall not be allowed without the written consent of ATI.

Pratapa
Marlene Q. Pintac

ARTICLE III
DUTIES AND RESPONSIBILITIES OF THE PARTIES

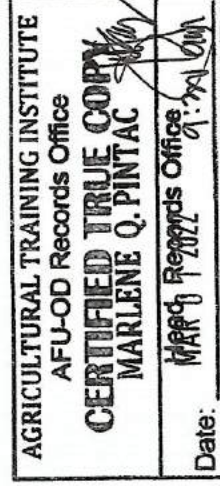
The DA-ATI shall:

1. Review and verify the prepared documents submitted by PAA to facilitate the implementation of the baseline study;
2. Provide funding assistance to the Grantee as stated in Art. 4, Sec. 1 for the conduct of the study titled, "Baseline Study of Family Farmers, Fishers, and Upland Dwellers in the Philippines" to be released in three (3) tranches as stated in Art. 4, Sec. 3;
3. Ensure, through its Partnerships and Accreditation Division (PAD) and the Director's Office, that the project funds provided to PAA shall be used properly and for the intended purposes specified;
4. Require PAA to submit progress report on the implementation of the project;
5. Review and evaluate the reports/updates submitted by PAA in terms of the approved project plans and activities;

[Signature]

[Signature]

[Signature]

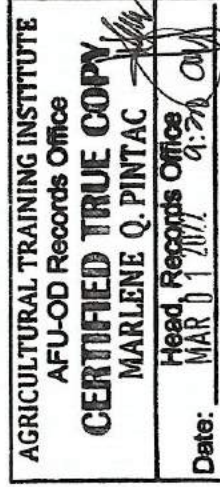


[Signature]

6. Assign staff who will serve as key person on matters related to the project;
7. Assist PAA in coordinating various activities related to the project if necessary;
8. Reserve the right to intervene, institute corrective measures in case of non-compliance of the parties with the stipulations of this Agreement; and
9. Ensures compliance with COA Circular Nos. 2012-001 and 94-013 and other accounting and auditing rules and regulations.

The PAA shall:

1. Accept and use the transferred amount from the DA-ATI only for the purpose specified in this MOA and prepare project documents and administer, manage and use the amount in accordance with applicable laws and with generally accepted accounting and auditing rules and regulations;
2. Properly utilize the funds provided by ATI and shall see to it that these are used for the purpose for which the same are intended, in accordance with the approved Work Plan and Terms of Reference, and subject to the usual accounting and auditing rules and regulations;
3. Ensures the orderly, systematic and timely implementation of the Project in accordance with this MOA and project documents hereto attached;
4. Be responsible and accountable for the direct disbursement of the funds for the implementation of the projects;
5. Issue an Official Receipt for every amount received from ATI;
6. Return to DA-ATI any amount not utilized to complete the project, including any interest, if any;
7. Keep and maintain any/all necessary accounting ledgers/ records for the project which shall be voluntarily submitted whenever required and subjected to monitoring and evaluation of the ATI Authorized Representative/s and furnish fully the certified true copies of any/all required documents;
8. Accomplish forms and prepare reports that maybe required by the DA-ATI for monitoring and record keeping purposes or in compliance with government, auditing rules and regulations;
9. Submit regular updates/ report to ATI with supporting documents as attachments;
10. In case of the dissolution of the legal personality of PAA, voluntary or involuntary, the lien of the DA-ATI on its assets on its assets, in accordance with existing laws, to the extent of the unexpended or unutilized portion of the fund;
11. Ensure compliance with COA Circular Nos. 2012-001 and 94-013 and other accounting and auditing rules and regulations; and



12. Submit a liquidation report to the ATI, certified correct by the Accountant and approved by the head of the institution/chairperson within thirty (30) days after the completion of the project.

ARTICLE IV
FUNDING, FINANCIAL RECORDS AND REPORTS

Section 1. Provision of Funds – The DA-ATI shall provide the funds in the total amount of **TEN MILLION PESOS ONLY (PhP10,000,000.00)** to the grantee for a period of three (3) months starting January 2022.

Section 2. Accounting and Auditing Standards – All fund releases shall be subject to existing standards of accounting and auditing laws, rules and regulations of the government.

Section 3. Schedule of Fund Releases – Release of budget shall adopt the following mode and shall likewise form an integral part of this Contract.

- **First payment:** 15% after the signing of contract and within seven (7) days after the effective date.
- **Second payment:** 50% after the submission and presentation of study design including sampling framework/methodology, work plan, tools/instruments, and guidelines on the administration of the tolls/instruments.
- **Third payment:** 35% after submitting final report in one (1) electronic format in USB and four (4) printed copies including database of survey results and scanned questionnaires which have been presented and approved by the DA-ATI.

Section 4. Forms and Documents for Reports – The grantee shall accomplish such forms and documents as may be required by ATI for monitoring and record keeping purposes, or in compliance with government auditing rules and regulations.

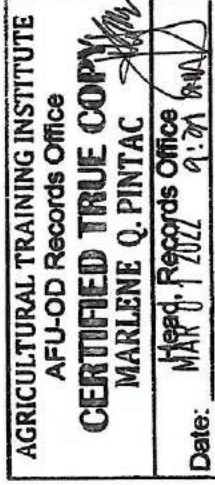
Section 5. Refund – The grantee shall refund in full amount to the DA-ATI for failure to comply with any of the foregoing conditions through fault or willful neglect.

Section 6. Manuscript/Report – The grantee shall submit to DA-ATI c/o the Director's Office and PAD four (4) printed copies and one (1) electronic copy of the final policy research/study other necessary requirements as scheduled. The grantee shall also present research results to any forum/fora when required/requested by DA-ATI.

ARTICLE V
OWNERSHIP, PUBLICATION OF RESULTS, AND INTELLECTUAL PROPERTY RIGHTS (IPRs)

Both parties agree that:

1. Results of this collaborative project may be published in the public interest as mutually agreed upon;
2. All data gathered in the course of and as a result of the implementation of the project such as, but not limited to reports, articles research papers, data banks, tri-media presentations including project outputs, discoveries, inventions as well as the income derived there from, shall be subject to IPR and such other government policies relating to government-funded project, all of which are deemed incorporated into this Agreement. Government personnel involved in the project shall further be subject to such policies, rules and regulations, government personnel that can be patented; and



3. All data gathered in the course of and as a result of the implementation of the assessment study such as, but not limited to reports, articles, extension research papers, data banks, multi-media presentations including study outputs, discoveries, inventions as well as income derived there from, shall be subject to government policies relating to government-funded research/study, all of which are deemed incorporated into this Contract. Government personnel involved in the study shall further be subject to such policies, rules and regulations governing copyrightable and patentable works produced by government personnel

4. The grantee shall have joint ownership of the research/study with ATI. In no case shall the study be published without the official notice and approval of the other.

ARTICLE VI

COMPLIANCE WITH LOCAL AND INTERNATIONAL LAWS AND AGREEMENTS

Section 1. Responsibility – The grantee shall be responsible in ensuring that the subject matter of the study including the use of test subjects, substances and materials is in accordance with local and international ordinances, laws, rules and agreements

Section 2. Third Party Liability – In case where the third parties, both private and public, local and international, shall have cause of action to sue as a result of the implementation of the study funded through this contract, the Grantee shall assume full responsibility damages and shall hold the DA-ATI free from liability.

ARTICLE VII

BREACH OF CONTRACT

Section 1. Amicable Settlement – In case of breach of contract or when disagreement arises in the interpretation or implementation in the terms and conditions of this Contract, both parties shall endeavor to settle the matter amicably in the following manner:

- 1.1 A notice in writing shall be sent by the concerned party to the other party stating therein the basis for the breach or disagreement.
- 1.2 The parties thereafter set a meeting for the purpose of settling the matter amicably.
- 1.3 All agreements shall be reduced in writing and signed by the parties or their duly appointed representatives.

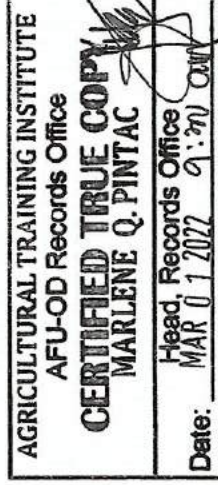
Section 2. Administrative Remedy – If no amicable settlement is reached within sixty (60) days from the receipt by the other party of the written notice, the concerned party shall file a complaint before the Office of the Solicitor General or the Secretary of Justice, depending on the nature of the controversy, following the rules of procedure for the said offices for dispute settlement where contending parties are government agencies, bureaus, or government owned and controlled corporations. Alternative legal remedies may likewise be availed of.

ARTICLE VIII

OTHER TERMS AND CONDITIONS

1. Supplemental Agreement

Supplemental agreements may be executed in writing by and between the parties in order to fully undertake and fulfill the provisions of this agreements.



2. Amendments / Modification

Any amendment, revision or change in any of the covenants and stipulations may be made by subsequent written agreement of the parties.

3. Effectivity

This Memorandum of Agreement shall take effect upon its signing and shall be in force for a period of three (3) months from the date of release of funds, unless otherwise sooner terminated or extended in writing.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 31 day of JAN 2022 at QUEZON CITY, Philippines.

**AGRICULTURAL TRAINING INSTITUTE
(DA-ATI)**

**PHILIPPINE ASSOCIATION OF AGRICULTURIST,
INC. (PAA)**

By:

[Signature]
ROSANA P. MULA, Ph.D.
OIC-Director IV

By:

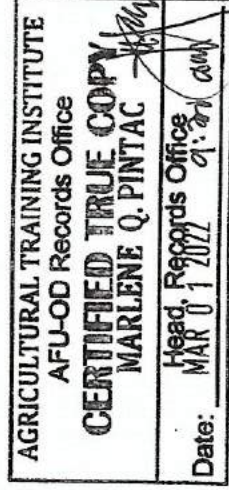
[Signature]
ROBERTO F. RAÑOLA, JR.
Chairman

[Signature]
ROSE ANN P. LEONOR
Witness

Signed in the presence of:

[Signature]
ROSALINA M. LAPITAN
Witness

[Signature]
IOANE SINGSON
Chief Accountant



ACKNOWLEDGMENT

Republic of the Philippines)
QUEZON CITY S.S

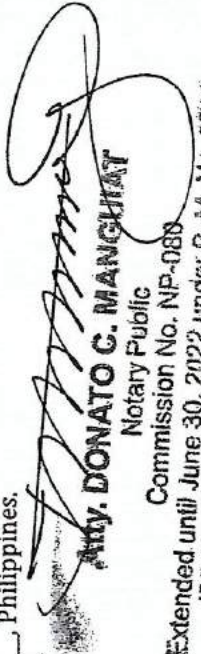
31 JAN 2022 in QUEZON CITY Philippines came
BEFORE ME, a Notary Public this _____
to me and personally appeared the following:

Name	ID No.	Date/Place Issued
ROSANA P. MULA, PhD	OSEC-DAB-DIR3-55-1998	
ROBERTO F. RAÑOLA, JR	PRC-0005104	8-29-2022/Mamila

Both known to me to be the same persons who executed the foregoing instrument, and who acknowledged to me the same as their free act and deed.

This instrument refers to an Agreement consisting of seven (7) pages including this page where the Acknowledgement is written and signed by both parties.

31 JAN 2022 IN WITNESS WHEREOF, I have set my hand and affixed my Notarial Seal this on QUEZON CITY, Philippines.




My. DONATO C. MANGHIAT
Notary Public
Commission No. NP-080

NOTARY PUBLIC

Doc. No. 387 ;
Page No. 38 ;
Book No. 11 ;
Series of 2022.

Extended until June 30, 2022 under B. M. No. 3795
IBP No. 170701, December 16, 2021, CC
PTR No. 2442857, January 3, 2022, CC
Attorney's Roll No. 34345
MCLE No. VI-0028834
Mobile No. +639183337108
Office Address: No. 2 Marunong St., Bigk. Central GC

AGRICULTURAL TRAINING INSTITUTE AFU-OD Records Office CERTIFIED TRUE COPY MARLENE Q. PINTAC	Date: <u>MAR 01 2022</u> Head, Records Office 
---	---

2