



Republic of the Philippines

DEPARTMENT OF AGRICULTURE

Biotechnology Program Office

2nd Floor BSWM Bldg., Elliptical Rd., Diliman, Quezon City

Telefax: (02) 927-0426/922-0057 Email: biotechpu@vsnl.com

URL: <http://www.dabiotech.net>

1/12/2015

NOTICE TO PROCEED

7 January 2015

DR. EDUARDO B. HOLOYOHOY, CESO V

Executive Director, Philippine Fiber Industry

Development Authority (PhilFIDA)

7F Sunnymede IT Center, 1614 Quezon Ave., Quezon City

Attention: DR. LENY C. GALVEZ, Project Leader

DEAR DIRECTOR HOLOYOHOY:

It is my pleasure to be able to notify you to proceed with the implementation of the project titled **"DABIOTECH-R1406: Enhancing Virus Detection Technology for Effective Disease Management in Abaca"**. The official commencement of the project shall be on 08 January 2015. The project implementation shall be guided by the Memorandum of Agreement and the approved project work and financial plan. Since the project is programmed for three years, the expected completion date is 08 January 2018.

As the project team proceeds with the implementation of the project, may I reiterate that all reports should be submitted online through www.dabiotech.net. The website contains downloadable forms which shall be used for all matters concerning project monitoring and implementation.

Thank you very much.

Sincerely,

ANTONIO A. ALFONSO, Ph.D.

Program Director

Received:
R. Rich
1/12/2015

cc: Director Nicomedes Eleazar, BAR



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

The BUREAU OF AGRICULTURAL RESEARCH, a duly established government agency attached to the DEPARTMENT OF AGRICULTURE (DA), with principal office address at the Research and Development Management Information Center, Elliptical Road corner Visayas Avenue, Diliman, Quezon City, represented herein by its Director, DR. NICOMEDES P. ELEAZAR and hereinafter referred to as DA-BAR,

-and-

The PHILIPPINE FIBER INDUSTRY DEVELOPMENT AUTHORITY, an attached agency of the Department of Agriculture, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 7F Sunnymede IT Center, 1614 Quezon Avenue, Quezon City, represented herein by its OIC-Executive Director, EDUARDO B. HOLOYOHAY, and hereafter referred to as PHILFIDA.

WITNESSETH

WHEREAS, the Department of Agriculture is the principal government agency mandated to develop the agriculture and fisheries sectors of the country through the provision of adequate and appropriate support services;

WHEREAS, under R.A. 8435, otherwise known as the Agriculture & Fisheries Modernization Act of 1997 (AFMA), the Bureau of Agricultural Research is tasked to plan, monitor, evaluate, integrate, manage the research and development fund and initiate fund-sourcing activities of all agriculture and fisheries research and development activities of the government in coordination with other agencies and the private sector;

WHEREAS, DA-BAR has the financial resources through the DA Biotech Program GAA Funds to support the research and development proposal of PHILFIDA as contained in the attached Detailed Project Proposal hereto attached as Attachment A of this Memorandum of Agreement, hereinafter referred to as the Agreement, for brevity;

WHEREAS, PHILFIDA possesses the technical expertise and manpower and management capability to undertake the research and development project as contained in the attached Detailed Project Proposal;

WHEREAS, OIC-EXECUTIVE DIRECTOR EDUARDO B. HOLOYOHAY and DIRECTOR NICOMEDES ELEAZAR are duly authorized to enter into, sign and execute this Memorandum of Agreement in behalf of their respective organizations.

NOW, THEREFORE, in consideration of the above premises, the parties mutually agree on the following:

Article 1
PROJECT TITLE

The project is entitled "Enhancing Virus Detection Technology for Effective Disease Management in Abaca" hereinafter referred to as the "PROJECT."

Article 2
THE PROJECT

Section 1. Bases for Implementation - PHILFIDA shall strictly implement the project in accordance with the approved project proposal as contained in Attachment A.

Section 2. Modifications - No modification of the project proposal nor any deviation in the implementation of the same different from that as contained in Attachment A shall be allowed without the written consent of DA Biotech Program.



Section 3. Assignment of rights- No part of the project including any rights thereto maybe transferred, assigned or subcontracted to third parties, without the written consent of **DA Biotech Program**.

Section 4. Workplan - The schedule for the implementation of the project shall be set forth in a workplan as contained in **Attachment A**. Delay or deviation in the implementation schedule of the project based on the workplan shall not be allowed without the written consent of **DA Biotech Program**.

Article 3 FUNDING, FINANCIAL RECORDS & REPORTS

Section 1. Provision of funds – The **DA-BAR** shall provide the project funds in the total amount of **EIGHT MILLION THREE HUNDRED THOUSAND (PHP 8,300,000.00)** Philippine currency, for a period of three (3) years to be computed from the date of receipt of Notice to Proceed as stated in Sec. 1, Article 8 hereof subject to and in accordance with the provisions of the following sections.

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

Section 3. Schedule of fund releases – The budget for the **PROJECT** shall be released in accordance with the **SCHEDULE OF RELEASES & OUTPUTS** as contained in **ATTACHMENT B** which shall likewise become an integral part of this Agreement.

Section 4. Fund Disbursement and Utilization – All fund releases to **PHILFIDA** shall be deposited with the Authorized Government Depository Bank (AGDB) and shall be made available for disbursement in accordance with the Work and Financial Plan contained in Attachment A. The **PHILFIDA** shall likewise be responsible and accountable for direct disbursement of the funds in the course of implementation of the project.

Section 5. Financial records – The **PHILFIDA** shall account for project funds provided under this Agreement. It shall issue an official receipt in favor of **DA-BAR** upon receipt of project fund releases and shall keep and maintain financial records in accordance with accepted accounting standards, principles and practices.

Section 6. Right to inspect financial records – **DA-BAR** shall have the right to inspect and audit all financial records kept by the **PHILFIDA** related to the project at any time during and after the implementation of the project. The **PHILFIDA** shall make all records available upon demand thereof by **DA-BAR**.

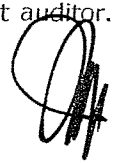
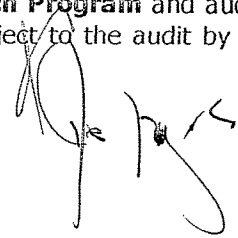
Section 7. Withholding of fund releases – Upon written advice of the **DA Biotech Program**, the **DA-BAR** shall have the right to withhold fund releases to **PHILFIDA** for the following reasons:

1. When it is ascertained that substantial negative variance exists between actual accomplishments vis-à-vis the planned work for a given period as contained in the approved Detailed Project Proposal;
2. Non-compliance with the reportorial and liquidation requirements;
3. Refusal to allow representatives of the **DA Biotech Program** and **DA-BAR** to inspect and audit the progress of the project.
4. Failure of **PHILFIDA** to produce financial records after reasonable period of time.

Article 4 PROJECT MANAGEMENT, IMPLEMENTATION, MONITORING & EVALUATION

Section 1. Project Management – The **PHILFIDA** shall be responsible for the orderly, systematic and timely implementation of the project and shall provide an adequate and efficient administrative support and management system necessary for its successful implementation.

Section 2. Submission of Reports – The **PHILFIDA** shall submit semestral progress and financial reports of the project duly accepted by the **DA Biotech Program**. **PHILFIDA** shall also submit a terminal report duly accepted by the **DA Biotech Program** and audited financial report duly certified by Certified Public Accountant which shall be subject to the audit by the **DA-BAR's** resident auditor. In



addition, PHILFIDA shall allow the COA to perform special audits upon the request of DA BAR and DA Biotech Program.

Section 3. Monitoring and Evaluation – The PHILFIDA shall regularly monitor the progress of the project. Any unforeseen changes in conditions affecting the implementation of the project shall be recorded and reported immediately to DA Biotech Program and DA-BAR. The DA Biotech Program and DA-BAR shall likewise keep track of the progress of the project and for this purpose, shall send representative/s for field visits and inspections. The DA Biotech Program and DA-BAR shall also regularly evaluate the progress of the project using the DA Biotech Program’s Monitoring and Evaluation System.

Section 4. Equipment - Unless otherwise agreed upon in writing, PHILFIDA shall turn-over to DA-BAR all equipment and other non-expendable property acquired using project funds, covered by the proper receipts upon written consent of DA Biotech Program. DA-BAR have the right hereto or donate these equipment or properties to other projects upon written consent of DA Biotech Program.

Section 5. Savings - DA-BAR shall recommend to DA Biotech Program the use of savings from the project fund, if any, as may be determined from utilization balances upon implementation of the approved work and financial plan as contained in Attachment A, to support project related activities.

Section 6. Refund - PHILFIDA shall refund disallowed project fund expenses after financial audit and refund unused funds or savings after the project completion or project termination.

Article 5 INTELLECTUAL PROPERTY RIGHTS

Section 1. Intellectual property rights – 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, invention as well as the income derived therefrom, shall be jointly owned by the parties subject to the DA-BAR IPR Policy and such other government policies relating to government-funded research projects, all of which are deemed incorporated into this Agreement. Government personnel involved in the project shall be subject to such policies, rules and regulations governing copyrightable and patentable works produced by government personnel.

Section 2. Recognition of principal author/institutions – All major reports or articles including tri- media presentations using project data and output shall identify and recognize the principal researchers and authors involved in the project as well as acknowledge DA Biotech Program and DA-BAR as the source of research funding support.

Article 6 COMPLIANCE WITH LOCAL AND INTERNATIONAL LAWS AND AGREEMENT



Section 1. Responsibility- PHILFIDA shall be responsible in making sure that the subject matter of the research including the use of materials is in accordance with local and international ordinances, laws, rules and agreements.

Section 2. Third-Party Liability - The PHILFIDA shall exercise due diligence in the implementation of the Project in compliance with local and international laws.

Article 7 BREACH OF CONTRACT

Section 1. Amicable Settlement - In case of breach of contract or when disagreement arises in the interpretation or implementation of the terms and conditions of the Agreement, 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 shall thereafter set a meeting/s for the purpose of settling the matter amicably.
- 1.3. All agreements shall be produced in writing and signed by the parties or their duly appointed representatives.


    3 

Section 2. Administrative remedy – If no amicable settlement is reached within sixty (60) days from 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 degree of the controversy, following the rules of procedure in 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.

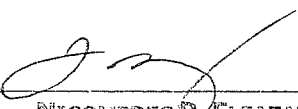
**Article 8
FINAL PROVISION**

Section 1. Effectivity. This Agreement shall take effect after the same is duly signed and notarized, and the PHILFIDA receives from the DA Biotech Program the **NOTICE TO PROCEED** with the implementation of the project.

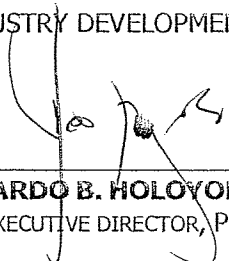
IN WITNESS THEREOF, the parties hereto have affixed their respective signature this DEC 2, 2014, 2014 in CITY OF MAKATI, Philippines.

BUREAU OF AGRICULTURAL RESEARCH

PHILIPPINE FIBER INDUSTRY DEVELOPMENT AUTHORITY

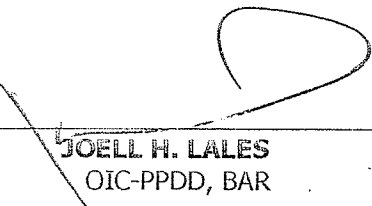


NICOMEDES P. ELEAZAR
DIRECTOR, DA-BAR

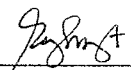


EDUARDO B. HOLOYOHAY
OIC-EXECUTIVE DIRECTOR, PHILFIDA

SIGNED IN THE PRESENCE OF:



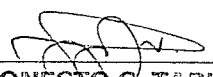
JOELL H. LALES
OIC-PPDD, BAR




LENY C. GALVEZ
Project Leader, PHILFIDA



ROBERTO S. QUING, JR
Accountant, BAR



HONESTO C. TABUZO, JR
Chief Accountant, PHILFIDA



ANTONIO A. ALFONSO
Program Director, DA Biotech PIU



ACKNOWLEDGMENT

(Republic of the Philippines)

CITY OF MAKATI) s.s.

BEFORE ME, a Notary Public this DEC 2 2014 in CITY OF MAKATI, Philippines, came to me and personally appeared the following:

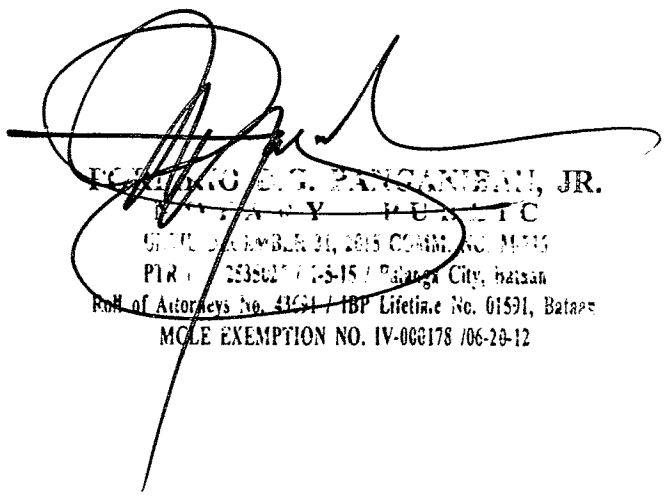
Name	ID No.	Issuing Office
NICOMEDES P. ELEAZAR	<u>001-P</u>	<u>DA-BAR</u>
EDUARDO B. HOLOYOHAY	<u>001</u>	<u>PhilFIDA</u>

both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act as well as those of the entities they respectively represent.

I FURTHER CERTIFY this Memorandum of Agreement which consists of five (5) pages including this page where acknowledgement is written, has been signed by the parties and their instrumental witness on each and every page hereof.

CITY OF MAKATI, I have hereto set my hand and seal on DEC 2 2014, Philippines.

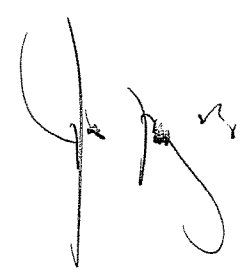
Doc. No. 497
Page No. 101
Book No. III
Series of 2014



EDUARDO B. G. PANGANIBAN, JR.
 Notary Public
 Commission Expires December 31, 2015 Commission No. M-715
 PTR No. 2935027 / 1-3-15 / Baguio City, Ilocos Norte
 Roll of Attorneys No. 41691 / IBP Lifetime No. 01591, Bataan
 MCLE EXEMPTION NO. IV-000178 /06-20-12

J. J. J.





J. J. J.



ATTACHMENT B

SCHEDULE OF RELEASES AND OUTPUTS

PROJECT TITLE: Enhancing Virus Detection Technology for Effective Disease Management in Abaca

RELEASE:

The amount of PHP 8,300,000.00 shall be provided for the period of the project to be released as follows:

1. PhP 4,380,603.00 representing the initial release (Year 1) of the total budgetary requirement of the project upon execution of the MOA.
2. PhP 2,064,603.00 representing the second release (Y2) of the total budgetary requirement of the project upon submission of acceptable project reports, audited financial reports, evaluation of accomplishment for the second release.
3. PhP 1,669,314.60 representing the final release (Year 3) of the total budgetary requirement of the project upon submission of acceptable project reports, audited financial reports, evaluation of accomplishment for the release of retention fee.
4. PhP 185,479.40 representing the 10% retention fund upon submission and acceptance of terminal report, financial report duly signed by the Chief Accountant and evaluation of the accomplishment of the project. It should be noted that the Audited Financial Report should be submitted upon full accounting of the retention fund. Submission of such audited report will merit official closure of the project.

All releases shall be subject to availability of funds and existing accounting and auditing rules and regulations.

REPORTS:

1. Progress reports

All project proponents are required to submit semi-annual progress reports and annual accomplishment report duly endorsed by the Agency Head.

The semi-annual progress report shall contain the activities conducted within the period covered and should be submitted within thirty days after the period covered ended.

The annual report shall contain the major accomplishments and/or findings for the year and should be reviewed and found acceptable by the Evaluation Team and duly accepted by the DA Biotech Program.

2. Financial report

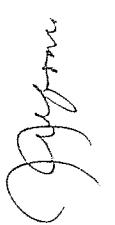

A semi-annual status of funds duly signed by the agency accountant and accepted by the DA Biotech Program should be submitted to BAR semi-annually. An annual financial report signed by the accountant

1. Completion Reports

At the end of the project, two (2) hard copies and an electronic copy of terminal report shall be submitted to DA Biotech Program. The reports shall be properly endorsed by the Agency Head, and shall be evaluated by the Evaluation Team and duly accepted by the DA Biotech Program.

All project reports shall be written in a standard format as prescribed by the DA Biotech Program.

The proponent shall also submit a brief write-up of the project summarizing the accomplishments/significant results in publishable form.




The proponent shall also submit within 60 days of project termination an audited financial report for the total amount released to the project. All undisbursed funds shall be returned to BAR and an Official Receipt properly issued.

2. Verifiable Accomplishments



All other outputs indicated in the Logical Framework shall be submitted to DA Biotech Program within the period specified. The DA Biotech Program or its authorized representatives shall verify accomplishments of the outputs specified therein.

During or within 60 days after the project has been completed, the proponent shall submit a knowledge product such as scientific papers, manual guides, brochures, bulletins and similar papers in publishable form and in a language and presentation (e.g. plain text; text with graphics and audio-visual) appropriate for the target end-users.



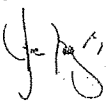
Republic of the Philippines
 Department of Agriculture
**PHILIPPINE RIBBER INDUSTRY
 DEVELOPMENT AUTHORITY**

7th Floor Sunnymede I.T. Center
 1614 Quezon Avenue, Quezon City

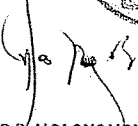



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EDUARDO B. HOLOYOHAY
 OIC, EXECUTIVE DIRECTOR
 Office of Executive Director
 Central Office




ADDRESS Biko Lot, VH45, Luyahan, Pasonanca, Zamboanga City		
DATE OF BIRTH Nov. 27, 1959	GSIS NO.: -59112701162	
TIN: 116-636-607	PHILHEALTH NO.: 14-000027017-9	
HEIGHT 155 cm.	BLOOD TYPE B	WEIGHT 85 kg.




EDUARDO B. HOLOYOHAY, CESO V
 OIC, Executive Director




<http://www.hdr.gov.ph>



NICOMEDES P. ELEAZAR
Director IV



HDR

<http://www.barilcoy.ph>

Address: Block 12 Lot 2 Candel Avenue, corner Agued M. Eusebio Highway, Commonwealth Avenue Quezon City	
Tel No. (02) 928-8214	
Costa City: 02-928-8215	Tlx: 928-8215
Birth Date: 1952	Date of Birth: October 4, 1952
PERSON TO NOTIFY IN CASE OF EMERGENCY	
Name: Ferdinand M. Eleazar	
Address: Block 12 Lot 2 Candel Avenue, corner Agued M. Eusebio Highway, Commonwealth Avenue, Quezon City	
Tel No. (02) 928-8215	

