MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is entered into by and between:

THE PROVINCIAL GOVERNMENT OF SOUTHERN LEYTE, a local government unit duly organized and existing in accordance with Philippine laws with office address at Capitol Site, Asuncion, Maasin City, Southern Leyte herein duly represented by Provincial Governor, HON. DAMIAN G. MERCADO, by authority of the Sangguniang Panlalwigan per SP Resolution No. 453 5.702 dated June 29. 222 and hereinafter referred to as the "PLGU-Southern Leyte";

And

The VISAYAS STATE UNIVERSITY, an institution of higher learning established under Presidential Decree No. 470 as amended by Pres. Decree No. 700, and converted into state university by virtue of R.A. 9158 and 9437, with office address at Visca, Baybay City, Leyte, Philippines, duly represented by the University President, DR. EDGARDO E. TULIN, hereinafter referred to as "VSU".

- WITNESSETH THAT -

WHEREAS, rootcrops are the most resilient agricultural product especially sweet potato which has a short development period of 3-4 months;

WHEREAS, PLGU Southern Leyte has desired to procure Sweet Potato Cuttings intended to be delivered to various municipalities within Southern Leyte;

WHEREAS, VSU has the necessary logistics and capacity for the supply of Sweet Potato Cuttings through its Root Crops Research and Training Center known as PhilRootcrops;

WHEREAS, VSU, pursuant to its mandate and through its research and technology transfer activities, will provide the necessary counterpart in terms of technical services, like the assistance in production and nursery area establishment, monitoring and other related services to ensure that the sweet potato cuttings are properly planted and utilized;

WHEREAS, VSU is a State University that can provide the needed quantity of Sweet Potato Cuttings of the desired quality and specifications of PLGU-Southern Leyte;

WHEREAS, there can be no suitable substitute that can be obtained at more advantageous terms to the government;

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NOW, THEREFORE, for and in consideration of the above-premises and their mutual covenants herein set forth, the parties have agreed on the following:

ARTICLE I

ROLES AND RESPONSIBILITIES

Section 1. The Provincial Local Government Unit – Southern Leyte through the Provincial Agricultural Services Office shall be responsible for the following:

- Purchase from VSU TWENTY THOUSAND (20,000) bundles or a total of Two Million (2,000,000) pcs of sweet potato cuttings
 Php 100.00 pesos per bundle with 100 cuttings per bundle having the following specifications, to wit:
 - a. NSIC approved Varieties
 - b. Must be cut from the tip of the young plants
 - c. The length should be not less than (30cm-40cm) per cutting
 - d. Taken from healthy plants
 - e. Must have no symptoms of Leaf Scab and Little Leaf Disease or from plants with virus symptoms;
- Pay to VSU upon signing and effectivity of this Memorandum of Agreement an amount equal to 10% of the Contract Price as Advance Payment to cater mobilization expenses in the amount of Two Hundred Thousand Pesos (Php 200,000.00);
- 3. Pay to VSU the Contract Price amounting Php 2,000,000.00 deducting the Advance Payment as indicated in the immediately preceding number, representing the payment of Twenty thousand bundles of sweet potato cuttings procured and delivered as shown in the corresponding delivery receipts.

Section 2. The Visayas State University (VSU) shall be responsible for the following:

- 1. Supply / provide **PLGU Southern Leyte** Twenty Thousand (20,000) bundles of Sweet Potato Cuttings with the desired specifications as stated in the immediately preceding Item 1 sub-section 1;
- Deliver the sweet potato cuttings to the different Municipalities of Southern Leyte per identification, instruction and coordination with PLGU-Southern Leyte thru the Provincial Agricultural Services Office (PAgSO) as to allocations and schedule of deliverables;

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- Collect an Advance Payment from PLGU-Southern Leyte equivalent to 10% of the Contract Price upon signing and effectivity of this Memorandum of Agreement as indicated in Item 1, sub-section 2 hereof;
- 4. Collect from PLGU-Southern Leyte the Contract Price amounting Php 2,000,000.00 deducting the Advance Payment representing the payment of Twenty thousand (20,000) bundles of sweet potato cuttings procured and delivered as shown in the corresponding delivery receipts;
- 5. Issue a Billing Statement for the sweet potato cuttings delivered as supporting documents for its claims;
- 6. Issue an Official Receipts reflecting the amounts of Advance and Full Payments made by PLGU-Southern Leyte.
- Provide the necessary counterpart in terms of technical services, like the
 assistance in production area establishment, monitoring, market linkages
 and other related services to ensure that the sweet potato cuttings are
 properly planted and utilized.

ARTICLE II MISCELLANEOUS PROVISION

Section 3. Both parties, PLGU-Southern Leyte and Visayas State University (VSU) shall endeavour to closely coordinate with one another for the attainment of the desired intent of this MOA.

ARTICLE III AMENDMENT

Section 4. Any Amendment should be in writing and mutually agreed by both parties.

ARTICLE IV REPEALING CLAUSE

Section 5. All other issuances inconsistent herewith are deemed modified accordingly.

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ARTICLE V SEPARABILITY CLAUSE

Section 6. If any provision in this Memorandum of Agreement is declared invalid, the remainder of any provision thereof not affected shall remain in full force and effect.

ARTICLE VI EFFECTIVITY AND DURATION

Section 7. This **MEMORANDUM OF AGREEMENT** shall take effect upon its execution and approval and shall be terminated after all objectives , intents and purposes for its execution are met as indicated herein.

	rties have hereunto set their hands on this, 2022 at Maasin City, Southern Leyte,
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PLGU- SOUTHERN LEYTE	VISAYAS STATE UNIVERSITY
Ву:	By:
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HON. DAMIAN G. MERCADO	DR. EDGARDO E. TULIN
Provincial Governor	President/Director VSU/PhilRootcrops
Cottings invented to be delivered to var	v30/1 minoterops
Signed in t	the Presence of:
arterde	At
MS. MYRNA Q BACALA.	MR. MARLON M. TAMBIS

Assistant Director Head, Extension and

Division, VSU-PhilRootcrops

Economics

Socio-

OIC- Provincial Agriculturist