



Visayas State University

Visca, Baybay, Leyte
6521-A Philippines

**Office of the Secretary of the University
And of the Board of Regents**

Republic of the Philippines
VISAYAS STATE UNIVERSITY
Visca, Baybay, Leyte

BOR REFERENDUM NO. 1, s. 2013

**A RESOLUTION APPROVING THE MEMORANDUM OF
AGREEMENT ENTERED INTO BY THE VISAYAS STATE UNIVERSITY
AND THE COMMISSION ON HIGHER EDUCATION FOR THE FUNDING OF THE
PROJECT TITLED: “AERIAL IMAGERY FOR CRITICAL INFRASTRUCTURE,
PRECISION FARMING, AND DISASTER SCIENCE IN THE VISAYAS”**

WHEREAS, the Commission on Higher Education (CHED), is an agency of the National Government organized and established under Republic Act No. 7722 otherwise known as the “Higher Education Modernization Act of 1994” with office address at HEDC Bldg., C.P. Garcia Ave., U.P. Diliman, Quezon City, and represented by its Chairperson, Patricia B. Licuanan, *PhD*;

WHEREAS, the Visayas State University is a public Higher Education Institution created with the conversion of then Visayas State College of Agriculture into the Leyte State University through Republic Act 9158 dated 11 August 2001 and later renamed Visayas State University (VSU) by virtue of R.A. 9437 with principal address at Visca, City of Baybay, Leyte, and represented by its President, Jose L. Bacusmo, *PhD*;

WHEREAS, the CHED, through Commission *en Banc* (CEB) Resolution No. 289-2012, approved the program titled: “*Research Development and Capability Building Program on Disaster Science*” with total funding in the amount of P10,000,000.00 sourced from the General Appropriations Act (GAA) allocation for Innovation Cluster Program on Disaster Science and Management;

WHEREAS, the CHED approved the project proposal of the Visayas State University titled: “*Aerial Imagery for Critical Infrastructure, Precision Farming and Disaster Science in the Visayas*” under the **Research Development and Capability Building Program on Disaster Science**;

WHEREAS, the CHED has approved the funding assistance to the Visayas State University in the amount of P1,587,904.00 sourced from the CHED’s GAA appropriation for the Innovative Cluster Program on Disaster Science and Management;

WHEREAS, the said amount will be released in tranches in accordance with the approved Terms of Reference (TOR), Work and Financial Plan (WPP), Line Item Budget (LIB), Schedule of Deliverables and Tranche Releases (SDTR);

WHEREAS, the VSU will abide and be bound by all the stipulations indicated in the proposed Memorandum of Agreement (MOA) between the CHED and the University;

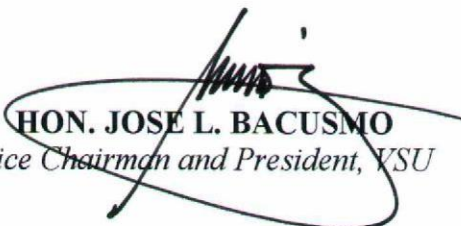
BOR Referendum No. 1, s. 2013 – A Resolution Approving the Memorandum of Agreement (MOA) entered into by the Visayas State University and the Commission on Higher Education for the funding support of the project titled: “Aerial Imagery for Critical Infrastructure, Precision Farming and Disaster Science in the Visayas”.

NOW, THEREFOR, BE IT RESOLVED, AS IT IS HEREBY RESOLVED to Approve the proposed Memorandum of Agreement (MOA) between the Commission on Higher Education (CHED) and the Visayas State University (VSU) providing for the release of the amount of P1,587,904.00 for the implementation of the project titled: *“Aerial Imagery for Critical Infrastructure, Precision Farming and Disaster Science in the Visayas”*;

IN WITNESS of our approval thereof, we hereby affix our signatures this 3rd day of January 2013 at Visayas State University, Visca, City of Baybay, Leyte.

VSU BOARD OF REGENTS

HON. NENALYN P. DEFENSOR
CHED Commissioner and Chairperson
VSU-Board of Regents


HON. JOSE L. BACUSMO
Vice Chairman and President, VSU


HON. EDGARDO J. ANGARA
Chair, Committee on Education, Arts & Culture
Senate of the Philippines

HON. JUAN EDGARDO "SONNY" ANGARA
Chair, Committee on Higher & Tech. Educ.
House of Representatives

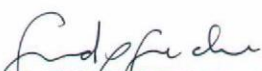
Represented by:



HON. CARMEN L. CARI



HON. JOSEPH L. EMNAS


HON. BONIFACIO G. UY
Regional Executive Director
National Economic & Dev. Authority-RO8
Gov't. Center, Palo, Leyte



HON. ANTONIO G. GERUNDIO
Regional Executive Director
Department of Agriculture-RO8
Tacloban City


HON. WILFRED P. ALFECHE
Student Regent – VSU System
VSU, Visca, City of Baybay, Leyte


HON. EDGARDO E. TULIN
President, VSU Federated Alumni Assn.
VSU, Visca, City of Baybay, Leyte


HON. ALAN L. PRESBITERO
Faculty Regent – VSU Faculty Association
VSU, Visca, City of Baybay, Leyte

Private Sector Representatives:


HON. EDWIN C. CODILLA
Ormoc City



VISAYAS STATE UNIVERSITY

6921-A Visca, Baybay, Leyte, Philippines

Office of the University President

02 January 2013

DR. NENALYN P. DEFENSOR

Chairperson, VSU Board of Regents

Commission on Higher Education

4/F Education Development Center Building

Carlos P. Garcia Avenue

U.P. Dilliman Campus

Quezon City

Dear Madam:

May we please request authority, through a Referendum, for the approval of the Memorandum of Agreement entered into by the Visayas State University and the Commission on Higher Education for the funding of the project titled: "*Aerial Imagery for Critical Infrastructure, Precision Farming and Disaster Science in the Visayas*".

The CHED, through Commission en Banc (CEB) Resolution No. 289-2012, approved the program titled: "*Research Development and Capability Building Program on Disaster Science*" with total funding in the amount of P10,000,000.00 sourced from the General Appropriations Act (GAA) allocation for Innovation Cluster Program on Disaster Science and Management.

The CHED then approved the project proposal of the University titled: "*Aerial Imagery for Critical Infrastructure, Precision Farming and Disaster Science in the Visayas*" with funding assistance in the amount of P1,587,904.00 sourced from the CHED's GAA appropriation for the Innovative Cluster Program on Disaster Science and Management.

Madam, one of the requirements of the CHED prior to funding release is a Board Resolution approving the said Memorandum of Agreement.

It is for this reason that the University would like to request for the routing of a BOR Resolution by Referendum for approval of the Memorandum of Agreement in order that said funds can be released by the CHED and so that the project can be implemented in the soonest possible time.

Madam, Enclosed is Referendum No. 1, series of 2013, for your consideration.


Thank you so much

Very truly yours,


JOSE L. BACUSMO
SUO President IV

☒ Subject Matter ALLOWED for Referendum
☐ Subject Matter NOT ALLOWED for Referendum

REMARKS:


NENALYN P. DEFENSOR, Ed.D.
CHED Commissioner and
Chairperson, VSU Board of Regents



VISAYAS STATE UNIVERSITY

6521-A Visca, Baybay, Leyte, Philippines

Office of the University President

02 January 2013

DR. NENALYN P. DEFENSOR

Chairperson, VSU Board of Regents
Commission on Higher Education
4/F Education Development Center Building
Carlos P. Garcia Avenue
U.P. Diliman Campus
Quezon City

Dear Madam:

May we please request authority, through a Referendum, for the approval of the Memorandum of Agreement entered into by the Visayas State University and the Commission on Higher Education for the funding of the project titled: "*Aerial Imagery for Critical Infrastructure, Precision Farming and Disaster Science in the Visayas*".

The CHED, through Commission *en Banc* (CEB) Resolution No. 289-2012, approved the program titled: "*Research Development and Capability Building Program on Disaster Science*" with total funding in the amount of P10,000,000.00 sourced from the General Appropriations Act (GAA) allocation for Innovation Cluster Program on Disaster Science and Management.

The CHED then approved the project proposal of the University titled: "*Aerial Imagery for Critical Infrastructure, Precision Farming and Disaster Science in the Visayas*" with funding assistance in the amount of **P1,587,904.00** sourced from the CHED's GAA appropriation for the Innovative Cluster Program on Disaster Science and Management

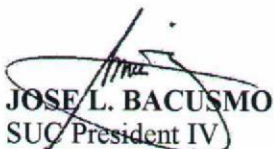
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Thank you so much.

Very truly yours,


JOSE L. BACUSMO
SUC President IV

____ Subject Matter ALLOWED for Referendum
____ Subject Matter NOT ALLOWED for Referendum

REMARKS:

NENALYN P. DEFENSOR, Ed.D.
CHED Commissioner and
Chairperson, VSU Board of Regents

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

The **COMMISSION ON HIGHER EDUCATION (CHED)**, an agency of the National Government organized and established under Republic Act No. 7722 otherwise known as the "Higher Education Act of 1994," with office address at HEDC Bldg., C.P. Garcia Ave., U.P. Diliman, Quezon City, represented by its Chairperson, **PATRICIA B. LICUANAN, Ph.D.**, herein referred to as "**FIRST PARTY**";

-and-

The **VISAYAS STATE UNIVERSITY**, a public higher education institution with principal office at Brgy. Visca, Baybay, Leyte, represented herein by its President, **JOSE L. BACUSMO, Ph.D.**, herein referred to as "**SECOND PARTY**";

and-

WITNESSETH: That,

WHEREAS, the **FIRST PARTY** is mandated by law to promote affordable, quality and relevant higher education that is accessible to all; ensure academic freedom and promote its exercise and observance for the continuing intellectual growth, advancement of learning and research, development of responsible and effective leadership, education of high-level and middle-level professionals and the enrichment of the historical and cultural heritage of the Philippines;

WHEREAS, the **FIRST PARTY** recognizes that there is a need to provide additional financial support to the **SECOND PARTY** in order to upgrade its institutional capability and sustain the development efforts towards meeting the challenges of producing the required manpower resources needed for accelerated national development;

WHEREAS, The **FIRST PARTY**, through Commission en Banc (CEB) Resolution No. 289-2012 (Annex "A") approved the program titled "**Research Development and Capability Building Program on Disaster Science**" with total funding in the amount of

TEN MILLION PESOS (PhP 10,000,000.00) from the General Appropriations Act (GAA) allocation for Innovation Cluster Program on Disaster Science and Management.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The FIRST PARTY shall:

- 1.1 From its GAA appropriation for the Innovation Cluster Program on Disaster Science and Management, provide funding assistance to the **SECOND PARTY** in the amount of **ONE MILLION FIVE HUNDRED EIGHTY SEVEN THOUSAND NINE HUNDRED FOUR PESOS (PhP 1,587,904.00)**, for the implementation of the **Research Development and Capability Building Program on Disaster Science** specifically the project component titled "**Aerial Imagery for Critical Infrastructure, Precision Farming and Disaster Science in the Visayas**".
- 1.2 Release the amount to the **SECOND PARTY** in tranches in accordance with the approved Terms of Reference (TOR) (Annex "B"), Work and Financial Plan (WFP) (Annex "C") Line Item Budget (LIB) (Annex "D") and Schedule of Deliverables and Tranche Releases (SDTR) (Annex "E").
- 1.3 Through its Monitoring and Evaluation Team, see to it that funds provided to the **SECOND PARTY** shall be used properly and for the intended purposes specified.

2. The SECOND PARTY shall:

- 2.1 Ensure proper implementation of the project component titled "**Aerial Imagery for Critical Infrastructure, Precision Farming and Disaster Science in the Visayas**" under the **Research Development and Capability Building Program on Disaster Science**.
- 2.2 Properly utilize the funds provided by the **FIRST PARTY** and shall see to it that these are used for the purpose for which the same are intended, in accordance with the approved TOR,

WFP, LIB and SDTR subject to the usual accounting and auditing rules and regulations;

- 2.3 Issue an Official Receipt for every amount received from the CHED;
- 2.4 Deposit the funds received from the **FIRST PARTY** with any government authorized depository bank nearest the program site;
- 2.5 Separately 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 CHED Authorized Representative/s and furnish fully the certified true copies of any/ all required documents;
- 2.6 Submit accomplishment/ terminal report to the **FIRST PARTY** within sixty (60) days after the completion of the program.
- 2.7 Submit a liquidation report to the **FIRST PARTY**, certified correct by the Accountant and approved by the head of the institution within sixty (60) days after the completion of the program.
- 2.8 Return to the CHED any/ all unused balance of the program fund, including any/all income/ interest earned/ generated from the same, upon pre-termination or completion of the project within forty-five (45) but not more than sixty (60) calendar days, pursuant to Executive Order No. 338;
- 2.9 Abide by the provisions of **COA Circular No. 94-103** which is made an integral part hereof and other government laws, rules and regulations directly or indirectly pertaining to projects funded either fully or partly by government agencies.
- 2.10 In realizing the program, and for the purpose of propriety, transparency and accountability, the Grantee shall faithfully observe the provisions of RA 9184 and its Implementing Rules and Regulations.

- 2.11 Adhere to the prescribed accounting entries for booking up property/ equipment purchased out of Program funds.

II. OWNERSHIP OF PURCHASED EQUIPMENT AND FACILITIES

In the event that the research grant shall include provision for equipment and facilities, the **FIRST PARTY** reserves the right to ownership over the purchased equipment and facilities subject of the grant until full liquidation by the **SECOND PARTY** is completed. Transfer of ownership of the said equipment and facilities in favor of the **SECOND PARTY** shall ensue upon issuance of Invoice Receipt of property by the **FIRST PARTY**, or completion of any other required accounting and audit procedure for the purpose.

III. OWNERSHIP OF RESEARCH OUTPUTS

The **FIRST PARTY** and **SECOND PARTY** hereby agree and understand that intellectual property rights, ownership and enjoyment thereof arising from this project shall be governed by the applicable provisions of **RA 10055** (*An Act Providing the Framework and Support System for the Ownership, Management, Use, and Commercialization of Intellectual Property Generated from Research and Development funded by Government and for other purposes*), **RA 8439** (*An Act Providing a Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government*), and **RA 8293** (*An Act Prescribing the Intellectual Property Code and Establishing the Intellectual Property Office, Providing for Its Powers and Functions, and for Other Purposes*) including their respective Implementing Rules and Regulations, as well as existing and future policies of the **GRANTOR** on Intellectual Property Rights such as but not limited to the following:

1. Any publication arising from the activities undertaken by virtue of and pursuant to this Contract shall clearly establish and identify the Parties as the source of the output and grant, respectively.
2. All reports arising from activities undertaken by virtue of and pursuant to this Contract shall be made in the name of the Parties, as source of the output and grant, respectively. The names of the principal authors, researchers and/or Program Leaders/Project Leaders shall be identified, recognized and included in the report.

3. The **FIRST PARTY** shall have the right to freely use all data and findings by virtue of and pursuant to this Contract for any of the purposes within its legal mandate. The **SECOND PARTY** acknowledged as the principal authors, researchers and/or Program Leaders/Project Leaders identified, recognized and included in the report, shall provide the **FIRST PARTY** written updates on the use of any of the data or information contained in the report and the purposes thereof, to ensure that government-funded researches are utilized, continuously supported, and properly documented for the widest dissemination and use by the general public, and to encourage further scientific studies and researches.

4. The **SECOND PARTY** shall ensure that the research conducted and its outcome would not violate the intellectual property rights of any third party.

IV. RESEARCH DEALING WITH INDIGENOUS PEOPLE'S PROPERTIES, RESOURCES, KNOWLEDGE AND/OR HERITAGE

In case the research project would utilize any property, knowledge, heritage, culture, tradition, institution and/or any other resource that belong to any indigenous community, the **SECOND PARTY** has the responsibility of securing the indigenous community's free prior informed consent and subject itself to the provisions and requirements relative to researchers and research outcomes provided in RA 8371 (*An Act to Recognize, Protect and Promote the Rights of Indigenous Cultural Communities/Indigenous People, Creating a National Commission of Indigenous People, Establishing Implementing Mechanisms, Appropriating Funds Therefor, and for Other Purposes*) and its Implementing Rules and Regulations, to protect and respect the community intellectual property rights of the concerned indigenous community.

For any violation of the provisions of the above law, with no valid cause to justify the same, the **FIRST PARTY** may exercise the option of rescinding the research grant, through written notice given to the **SECOND PARTY** citing the particular violation found, and the **SECOND PARTY** may be required to return any and all funds subject of this research project.

V. ETHICAL CONDUCT OF RESEARCH

The **SECOND PARTY** has the responsibility of ensuring that the conduct of the research is in accordance with ethical research standards. The same sanction cited in the next preceding Section shall apply to violations found under this provision of the Contract.

VI. SEPARABILITY CLAUSE

In the event that one or more provisions contained herein shall be held invalid, illegal or unenforceable in any respect and for any reason, the remaining provisions shall remain valid, legal and enforceable.

VII. DOCUMENTS COMPRISING THIS AGREEMENT

All appendages hereto attached are hereby expressly made an integral part of this agreement by reference, excluding inconsistencies with any/all part, terms, and conditions contained in this Memorandum of Agreement.

Further, the Guidelines on the Disbursement Acceleration Program in CHED Memorandum No. 09, series 2012 as well as its subsequent issuances shall likewise govern the implementation of this Agreement, as regards the program component under which this project is classified.

VIII. EFFECTIVITY OF THE AGREEMENT

This Agreement shall take effect upon the release of funds to the concerned HEI for the project implementation and shall be in effect for a period of _____ from execution hereof, unless further extension is requested in writing for valid cause by the **SECOND PARTY**, and written approval is issued by the **FIRST PARTY** prior to the expiration of the original contract period. After a first extension granted, no further extensions shall be allowed by the **FIRST PARTY**.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures this _____ day of _____ 2012 at _____, Philippines.

**COMMISSION ON HIGHER
EDUCATION**
FIRST PARTY

VISAYAS STATE UNIVERSITY
SECOND PARTY

By:

By:

PATRICIA B. LICUANAN, Ph.D.
Chairperson

JOSE L. BACUSMO, Ph.D.
President
(Board Resolution No. _____
dated _____ attached as Annex "H")

Signed in the presence of:

JEAN C. TAYAG, Ph.D.
Director IV
Commission on Higher Education

CERTIFIED AS TO AVAILABILITY OF FUNDS

CHIEF ACCOUNTANT, CHED

ACKNOWLEDGEMENT

REPULIC OF THE PHILIPPINES)
City of _____)S. S.

BEFORE ME, a Notary Public, for and in the City of _____, this _____ day of _____, 2012, personally appeared:

	CTC No. / ID No.	Issued on/Issue at
PATRICIA B. LICUANAN,Ph.D.	_____	_____
JOSE L. BACUSMO, Ph.D.	_____	_____

Known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a Memorandum of Agreement (MOA) consisting of ____ (__) pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

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

NOTARY PUBLIC

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2012.