

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, "MOA" in brevity, made and entered into this _____ in _____, by and between:

The **DEPARTMENT OF ENERGY**, hereinafter referred to as "DOE" or "Department of Energy", a government agency established pursuant to Republic Act No. 7638, as amended, and is mandated to implement Republic Act No. 9513, otherwise known as the "Renewable Energy Act of 2008", with principal office address at the Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its Secretary, **HON. CARLOS JERICHO L. PETILLA**;

-and-

The **TARLAC COLLEGE OF AGRICULTURE**, hereinafter referred to as the "TCA", a State College, duly organized per Republic No. 8563 and existing under the laws of the Republic of the Philippines, with principal office address at Camiling, Tarlac, represented herein by its President, **DR. MAX P. GUILLERMO**;

WITNESSETH:

WHEREAS, pursuant to Article XII, Section 2, of the 1987 Philippine Constitution, all forces of potential energy and other natural resources within the Philippine territory belong to the State and their exploration, development and utilization shall be under the full control of the State;

WHEREAS, Republic Act No. 7638, as amended, otherwise known as the "Department of Energy Act of 1992," mandates the DOE to prepare, integrate, coordinate, supervise and control all plans, programs, projects and activities of the Government relative to energy exploration, development, utilization, distribution and conservation, among others;

WHEREAS, Republic Act No. 9513, otherwise known as the "Renewable Energy Act of 2008", provides that it is the policy of the State to encourage and accelerate the exploration, development and increase the utilization of renewable energy resources such as, but not limited to, biomass, solar, wind, hydropower, geothermal, and ocean energy sources, and including hybrid systems;

WHEREAS, Section 31 (e) Rule 10 of the Implementing Rules and Regulations of R.A. No. 9513 embodied under Department Circular No. D02009-05-0008 provides "Continue to strengthen the Affiliated Renewable Energy Centers (ARECs) nationwide;"

WHEREAS, the DOE is continuously adopting new mechanisms and strategies to effectively carry out its plans and programs as mandated under the R.A. No. 9513 and its implementing rules and regulations;

WHEREAS, the DOE recognizes the potentials of the Tarlac College of Agriculture in terms of expertise, resources and contributions in ensuring proper and effective formulation, implementation and evaluation programs, projects and activities that are responsive and complementary to the ever changing needs of the stakeholders in services areas and clientele in the Renewable Energy sector in the Philippines;

WHEREAS, the Tarlac College of Agriculture is mandated under its charter to undertake research and extension services or outreach programs, and to establish partnership with any entity for the attainment of its mandates along with the thrusts and priorities of the national government;

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WHEREAS, Department Order No. DO2013-12-0019 was issued on December 2, 2013 which institutionalizes the accreditation process and strengthens the management and operations of Affiliated Renewable Energy Centers (ARECs) in the Philippines in order to ensure sustainability of its operation, promote complementation of resources, accountability, and to implement programs and projects in the identified areas or locations under the TCA as the duly accredited Affiliated Renewable Energy Center;

NOW, THEREFORE:

In consideration of the terms and conditions set forth herein, and pursuant to the provisions of DOE D.O. No. DO2013-12-0019 and Board Resolution No. _____ adopted by the TCA-Board of Trustees on _____, the parties hereby stipulate and agree as follows:

Section 1. Supplementary Application of Department Order No. DO2013-12-0019 and Other Relevant Policies Issued by the Secretary of the Department of Energy. Department Order No. DO2013-12-0019 and other relevant policies issued by the Secretary of the Department of Energy shall be applied suppletorily to and shall serve as the governing guidelines of this MOA.

Section 2. Designation of the Tarlac College of Agriculture as the Affiliated Renewable Energy Center (AREC). In view of the Accreditation [copy hereto attached as integral part hereof labeled as **Annex A**], the Department of Energy hereby designates the Tarlac College of Agriculture as the Affiliated Renewable Energy Center (AREC) for areas/locations indicated in the Certificate of Accreditation (CA) under DOE-AREC No. 001-2015 and henceforth be called as the TCA-AREC.

Section 3. Management and Operations of the AREC. The TCA-AREC shall be managed and operated in accordance with the provisions of DOE D.O. No. DO2013-12-0019, and such terms and conditions set forth in this Memorandum of Agreement.

It shall be headed by a Team Leader/Director or any equivalent as may be determined by the President of the Tarlac College of Agriculture. The specific duties and responsibilities of the Team Leader/Director shall be prescribed by the President of the Tarlac College of Agriculture.

To ensure proper coordination and accountability, the AREC shall be under the joint administrative supervision by the President of the TCA-AREC and the Assistant Secretary supervising the Affiliated Renewable Energy Centers (ARECs) or any official of the DOE duly designated by its Secretary.

Section 4. Duties and Responsibilities of the Tarlac College of Agriculture. The Tarlac College of Agriculture shall perform the following duties and responsibilities:

1. Meet and maintain the accreditation criteria and requirements, and undergo the processes, and if necessary, continually improve the previous total earned points to upgrade its status, as provided under Section 2 and 5 of DOE D.O. No. DO2013-12-0019 and its subsequent issuances issued by the Secretary of the Department of Energy;
2. Undertake the implementation of any project, such as, but not limited to, the Household Electrification Program (HEP), Barangay Electrification Program (BEP) and other RE related programs, projects and activities to be assigned by the DOE taking into account the following conditions:

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- a. Issue an official receipt for every amount received from the DOE and maintains a separate bank account dedicated for the Project funds in a government depository bank, preferably the Land Bank of the Philippines (LBP);
 - b. Keep and maintain separate and complete book of accounts for the Project funds and shall allow the DOE to have access to this book for audit purposes;
 - c. Use the Project fund/s exclusively for the Program/Project/Activity in accordance with the approved Line Item Budget (LIB) and Work and Financial Plan (WFP) [copy of the prescribed format is hereto attached as Annex B];
 - d. Undertake the implementation of the Program/Project/Activity and submit to the DOE the final report of all activities within ten (10) days after the expiry of the Terms of Reference (TOR) and/or relevant agreement;
 - e. Submit to the DOE a quarterly technical and financial reports on its accomplishments and Project funds utilization/disbursement duly certified by its accountant and verified by an Auditor, within fifteen (15) days after the end of each quarter, duly authorized by the Commission on Audit;
 - f. Allow the DOE to conduct an inspection of the Program/Project/Activity and full access to all pertinent records, documents and books in support of disbursements made pertaining to the Project/Activity under the appropriate Terms of Reference (TOR) or agreement;
 - g. Return the corresponding amount to the DOE in the event that disbursements made by the institution are inconsistent with the (1) approved Line Item Budget (LIB) and Work and Financial Plan (WFP), (2) existing government accounting and auditing rules; and (3) are not acceptable to DOE based on its relevant policies and guidelines; and
 - h. Hold the DOE free from any suits/liabilities whatsoever that may be filed by any party in connection with and arising from the implementation of any program, project or activity.
3. Engage with RE Developers in the conceptualization, implementation and evaluation of their respective Corporate Social Responsibility (CSR) programs, projects and activities.

For this purpose, a MOA shall be signed between TCA-AREC and the RE Developer subject to the provisions of the duly signed Service/Operating Contract/s between the RE Developer and the DOE and other applicable laws, rules and regulations;

4. Implement at least two (2) energy related researches or studies and publish the same in a reputable journal, copies of which be submitted to the DOE;
5. Allocate adequate counterpart fund/s chargeable against its income and/or appropriate fund/s that shall be used, among others, for the MOOE, Capital Outlay and Personnel Services requirements of the Office of the TCA-AREC based on the approved Annual Line Item Budget (LIB) and Work and Financial Plan (WFP);
6. Authorize its Officials and Staff of the Office of the TCA-AREC including responsible faculty member/personnel and students, as the case may be, to attend meetings, conferences, and workshops relative to the formulation, implementation, and monitoring of AREC's programs, projects and activities including in the monitoring and evaluation of the implementation of the duly signed Service/Operating Contracts between the DOE and RE Developers;

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7. Attend and present researches and studies during the Annual NREB-ARECs-RE Developers Conference and other *fora* and consultations;
8. Subject to its institutional capabilities and relevant requirements as may be prescribed by competent authorities, consider the offering of degree programs on Renewable Energy and other energy related degrees and trainings;
9. Negotiate, receive and utilize any form of assistance or grants from other benefactors subject to the specific instruction/s of the latter and other applicable laws, rules and regulations that are relevant, contributory or essentials to the attainment of the foregoing duties and responsibilities: *Provided*, That the DOE shall be furnished of the agreement/s and actual utilization report thereof for reference; and
10. Discharge such other duties and functions as expressly provided under this MOA, Department Order No. DO2013-12-0019 and/or as may be determined by the DOE from time to time.

Section 5. Duties and Responsibilities of the DOE. The Department of Energy (DOE) shall perform the following duties and responsibilities:

1. Provide financial assistance to the Tarlac College of Agriculture based on the allocation provided under Section 8 of DOE D.O. No. DO2013-12-0019, which shall be used exclusively for the purposes specified in the approved Annual Line Item Budget (LIB) and the Work and Financial Plan (WFP).
2. Direct the TCA to refund the corresponding and applicable amount to the DOE in the event that the disbursements made by the Tarlac College of Agriculture are inconsistent with the (a) approved LIB and WFP, (b) existing government accounting and auditing rules, and (c) are not acceptable to DOE based on its relevant policies and guidelines;
3. Perform technical inspection on any program, project or activity undertaken by the TCA;
4. Provide necessary assistance to the TCA-AREC's relevant program, project or activity;
5. Act on any request by the TCA for deviation in the approved WFP and LIB within thirty (30) days after receipt of the request, which action shall form an integral part of the agreement or TOR; and
6. Discharge such other duties and responsibilities as may be provided under this MOA, Department Order No. DO2013-12-0019 and other issuances and/or as may be agreed upon with any party in accordance with existing laws, rules and regulations.

Section 6. Management and Disbursement of Annual Counterpart Funds. The DOE and the Tarlac College of Agriculture shall release their respective annual counterpart fund/s within thirty (30) days upon the execution of the MOA and/or approval of the Work and Financial Plan. Considering that the MOA has a validity of five (5) years, the duly approved Annual Line Item Budget (LIB) and Work and Financial Plan (WFP) shall be sufficient as supporting document/s for the release of funds: *Provided*, That the MOA and Certificate of Accreditation are in full force and effect: *Provided, further*, That the approved Annual LIB and WFP shall be submitted to the DOE and Tarlac College of Agriculture on or before 15th day of December of every year thereafter.

The amount of the annual counterpart fund or fund complement of the Tarlac College of Agriculture shall not be less than the amount provided by the DOE as provided under Section 8 of DOE D.O. No. DO2013-12-0019. Should there be delay in the allocation of the DOE counterpart fund, the amount in the immediate Fiscal Year shall be used as basis in the computation of the institutional or AREC's fund

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complement and any adjustment thereof may be made through supplemental budget to support the operations and financial requirements of the TCA-AREC.

All unutilized fund/s allocated for TCA may be disbursed to support any expenses necessary in the implementation of any related TCA-AREC and DOE's programs, projects and activities upon written authority by the President of the TCA and the Secretary of the Department of Energy, through the Assistant Secretary supervising the ARECs, as the case may be.

Section 7. Submission of Articles or Technical Papers for Publications in the Journal On Applied Renewable Energy Technologies. The Tarlac College of Agriculture shall submit at least two (2) articles or technical papers per year for publication in the refereed Journal on Applied Renewable Energy Technologies (JARET) subject to the approved internal rules of procedure, evaluation and publication standards and requirements, and such guidelines.

Section 8. Signing of the Term of Reference (TOR) or Contract. The Department of Energy and TCA-AREC may sign or execute a Term of Reference (TOR) or Contract for the implementation of a particular project or activity provided under this MOA, whenever necessary, including those project or activity that may arise or may be identified within the effectivity of this MOA. The agreements and conditions of the TOR or contract shall be based on the nature, objectives and outcomes of the project or activity taking into consideration the provisions of DOE D.O. No. DO2013-12-0019 and such other relevant laws, rules and regulations.

To facilitate the signing and implementation, the parties hereby designate the following authorized signing officials for the TOR or Contract, to wit:

- a. For the Department of Energy- Assistant Secretary supervising the ARECs or any official duly authorized by the DOE Secretary.
- b. For the Tarlac College of Agriculture- the President of TCA or the duly designated Team Leader/Director of the TCA-AREC.

Section 9. Point Credit Equivalency on the Participation/Involvement of the Personnel. The participation/involvement of the personnel of both parties shall be credited as research or extension services, as may be applicable, and with point equivalent subject to their respective charters and relevant policies and guidelines. To enjoy with the credits, a Certificate of Participation shall be issued jointly by the Team Leader/Director of the TCA-AREC and the Assistant Secretary supervising ARECs.

Section 10. Grounds for Suspension or Termination. In addition to any ground as provided in any of the provisions of DOE D.O. No. DO2013-12-0019, this Memorandum of Agreement or MOA may be suspended, terminated or revoked by the DOE on any and/or all of the following grounds:

1. Inability to maintain the criteria and requirements based on the duly validated report by the Accreditation Committee;
2. Failure to submit liquidation report/s duly validated by the Commission on Audit;
3. Inadequate fund/s by both the DOE and the institution which may substantially hamper the AREC's operations and delivery of services;
4. Violation/s of any and/or all provisions of this Memorandum of Agreement; and
5. Such other acts that may constitute violation/s of existing laws, rules and regulations.

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Section 11. **Validity and Renewal.** The validity of this Memorandum of Agreement shall be five (5) years reckoned from the date of notary, and subject to the periodic evaluation and accreditation processes provided under DOE D.O. No. DO2013-12-0019. This MOA may be renewed at mutual consent by the parties subject to the provisions of DOE D.O. No. DO2013-12-0019.

Section 12. **Repealing Clause.** All agreements inconsistent with any part/s of this Memorandum of Agreement are hereby amended or repealed accordingly.

Section 13. **Separability Clause.** If for any reason, any provision of this Memorandum of Agreement is declared unconstitutional or invalid, such part/s which are not affected thereby shall remain in full force and effect.

Section 14. **Effectivity.** This Memorandum of Agreement shall take effect immediately.

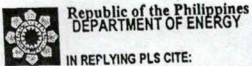
IN WITNESS WHEREOF, the Parties have caused this Memorandum of Agreement to be executed by their respective representatives on the date above written.

DEPARTMENT OF ENERGY

By:

TARLAC COLLEGE OF AGRICULTURE

By:



IN REPLYING PLS CITE:

SOE-JLP-15004128



CARLOS JERICHO L. PETILLA
Secretary

MAX P. GUILLERMO, Ph.D.
President

Witnesses:

DANIEL A. ARIASO SR., CESO II
Assistant Secretary
Supervising OIMB, EPPB, ERTLS & ARECs

ENGR. LEONELL P. LIJAUCO
Director, TCA-AREC

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
Manila } S. S.

I, Isidro V. Almenteros, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on this JUN 30 2015, personally appeared:

Name	Competent Evidence of Identity	Date & Place of Issuance
Carlos Jericho L. Petilla	Passport No. EB4819295	27 February 2012 Tacloban City

known to be the same person described in the foregoing instrument, who acknowledged before me that his signature on the instrument was voluntarily affixed by him for the purposes stated therein, and who declared to me that he executed the instrument as his free and voluntary act and deed as well as the free and voluntary act and deed of the government agency herein represented.

This Memorandum of Agreement consisting of eight (8) pages, including the page on which this Acknowledgment is written, is signed on each and every page thereof by the Party and his instrumental witness and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on JUN 30 2015 at Manila.

[Signature]
ATTY. ISIDRO V. ALMENTEROS
 NOTARY PUBLIC
 Notary Public
 Until December 31, 2016
 1626 Estrada Street San Andres Bukid, Manila
 IBP OR No. 94944/MLA/October 10, 2014
 (Covers Calendar Years 2015 and 2016)
 PTR No. 3838314/MLA/January 5, 2015
 MCLE Compliance No. IV-0017649
 Attorney's Roll No. 34272

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 Series of 211

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
manila } S. S.


I, Isidro V. Almenteros, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on this JUN 30 2015, personally appeared:

Name	Competent Evidence of Identity	Date & Place of Issuance
Max P. Guillermo	GC # 11016641	1/6/15, Sta. Ignacia, Talce

known to be the same person described in the foregoing instrument, who acknowledged before me that his signature on the instrument was voluntarily affixed by him for the purposes stated therein, and who declared to me that he executed the instrument as his free and voluntary act and deed as well as the free and voluntary act and deed of the government agency herein represented.

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WITNESS MY HAND AND SEAL on JUN 30 2015 at manila


ATTY. ISIDRO V. ALMENTEROS
 NOTARY PUBLIC
 Until December 31, 2016
 1626 Estrada Street San Andres Bukid, Manila
 IBP OR No. 94944/MLA/October 10, 2014
 (Covers Calendar Years 2015 and 2016)
 PTR No. 3838314/MLA/January 6, 2015
 MCLE Compliance No. IV-0017649
 Attorney's Roll No. 34272

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LINE ITEM BUDGET (LIB) AND WORK AND FINANCIAL PLAN (WFP) For Fiscal Year _____

Annex B

Name of the AREC: _____ AREC Certificate of Accreditation No. _____ - 20 _____
 Name of Project: _____ Source of Funds: DOE: _____ AREC: _____

Key Result Areas	Key Activities	Strategies	Targets or Outcomes	Period/Months																		
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec							

Prepared by: _____

APPROVED: _____

 REC Team Leader/Director

 President of the Institution/AREC

 Assistant Secretary/Supervisor ABEN, Department of Finance

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