

**MEMORANDUM OF AGREEMENT  
BETWEEN THE DEPARTMENT OF ENERGY  
AND NEGROS ORIENTAL STATE UNIVERSITY**

KNOW ALL MEN BY THESE PRESENTS:

The DEPARTMENT OF ENERGY, with principal office address at Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, herein represented by its Secretary, **RAPHAEL P.M. LOTILLA**, hereinafter referred to as the "DOE;"

- and -

The NEGROS ORIENTAL STATE UNIVERSITY, with principal office address at Kagawasan Avenue, Dumaguete City, Negros Oriental, herein represented by its President, **JOEL P. LIMSON**, hereinafter referred to as the "NORSU;"

The DOE and NORSU are hereinafter collectively referred to as "Parties" and individually as "Party."

**WITNESSETH: That**

WHEREAS, in the 1980s and prior to the enactment of Republic Act (RA) No. 9513, or the "*Renewable Energy Act of 2008*" (RE Act), the Department of Energy (DOE) established various Affiliated Non-Conventional Energy Centers (ANEC), later known as Affiliated Renewable Energy Centers (AREC), in partnership with selected state universities and colleges (SUC) and private academic institutions which would assist the DOE in the implementation, promotion, and commercialization of renewable energy systems;

WHEREAS, the ARECs were established and operationalized through memoranda of agreement with the DOE, which governed their operation, and management, as well as the technical, financial, and legal obligations of the parties;

WHEREAS, after the promulgation of the RE Act, Section 31(e), Rule 10 of the Rules and Regulations Implementing the RE Act recognized the existence of ARECs and mandated their strengthening;

WHEREAS, on 02 December 2013, the DOE issued the Department Order (DO) No. DO2013-12-0019 (the "AREC DO") which aimed to reinforce and rationalize the AREC program, particularly, the selection and accreditation process of ARECs;

WHEREAS, on 28 May 2018, RA No. 11032 or the "*Ease of Doing Business and Efficient Delivery of Government Service Delivery Act of 2018*" was enacted in order to establish effective practices, aimed at efficient turnaround of the delivery of government service through the adoption of simplified requirements and procedures that will reduce red tape and expedite business and non-business related transactions in government;

WHEREAS, on 08 March 2019, the DOE issued the DO No. DO2019-03-0007 amending the abovementioned AREC DO consistent with the purpose of RA No. 11032, which is to streamline the criteria, requirements, and process of selecting ARECs;

WHEREAS, on 07 February 2023, the NORSU submitted the requirements for accreditation of an AREC for DOE's consideration and approval;

WHEREAS, the DOE found that the submission of NORSU is compliant with the minimum criteria set forth in Section 3 of DO No. DO2019-03-0007; and

WHEREAS, the DOE and NORSU mutually agreed to continue their collaboration in the implementation of AREC program following the streamlined criteria, requirements and process set forth in the said DO No. DO2019-03-0007.

NOW, THEREFORE, in view of the foregoing premises and pursuant to Section 4 of DO No. DO2019-03-0007, the Parties hereby stipulate and agree as follows:

## SECTION I THE PROJECT

The Project is for the establishment of "Affiliated Renewable Energy Center (AREC)" ("Project" for brevity) to assist the DOE in the implementation, promotion, and commercialization of renewable energy programs.

## SECTION II OBLIGATIONS OF THE PARTIES

- 2.1. The DOE shall have the following obligations:
  - 2.1.1. Provide support fund to NORSU in the amount of **Four Million Nine Hundred Eighty-Five Thousand Eight Hundred Ninety-Three and 60/100 Pesos (Php4,985,893.60)** only for the implementation of the Project activities enumerated in Section 2.2.3 of this Agreement. The fund shall be used exclusively for the purposes detailed in the Work and Financial Plan (WFP) hereto attached as Annex "A" and made an integral part hereof. It shall be sourced from the DOE's Regular Funds (Fund 101) allotted to support the programs, projects and activities of the Renewable Energy Management Bureau – Solar and Wind Energy Management Division. Provided, That in case there are previous Memoranda of Agreement between the DOE and NORSU, the release of support fund for the AREC shall be subject to the NORSU's complete submission to the DOE of the required financial and technical reports and full liquidation of the previously provided funds.
  - 2.1.2. Direct NORSU to refund the corresponding and applicable amount to the DOE in the event that the disbursements made by NORSU are (i) inconsistent with approved WFP subject to Section 2.1.5; (ii) inconsistent with existing government accounting and auditing rules and regulations; and (iii) not acceptable to DOE based on its relevant policies, rules, regulations and guidelines;
  - 2.1.3. Perform technical inspection on project activities undertaken by NORSU, as necessary;
  - 2.1.4. Provide necessary assistance to NORSU relevant to the Project; and
  - 2.1.5. Act on any request by NORSU for deviation in the approved WFP within thirty (30) calendar days after receipt of the request, which action shall form an integral part of this Agreement.

**2.2. The NORSU shall have the following obligations:**

- 2.2.1. Comply at all times with the criteria, requirements and process specified in the DO No. DO2019-03-0007;**
- 2.2.2. Provide the following resources needed for the effective and efficient operation of AREC:**

**2.2.2.1 Physical Resources**

**2.2.2.1.1. Office space with complete facilities, ventilation, furniture, utilities, and fixtures that can accommodate the AREC Director/Head, Technical Division Head, Extension Division Head, researchers, utility staff, and at least five (5) contractual staff; and**

**2.2.2.1.2. Workshop/laboratory/storage area with equipment and tools to be used in the Project.**

**2.2.2.2 Manpower Resources**

**2.2.2.2.1. AREC Director/Head – A permanent academic or non-academic personnel assigned by the SUC President who shall allocate at least thirty percent (30%) of his/her professional time to the AREC. A comprehensive curriculum vitae and the corresponding special order assigning such person to the AREC shall be submitted to the DOE;**

**2.2.2.2.2. Technical Division Head – A permanent academic faculty assigned by the SUC President who shall allocate at least thirty percent (30%) of his/her professional time to the AREC. A comprehensive curriculum vitae and the corresponding special order assigning such person to the AREC shall be submitted to the DOE;**

**2.2.2.2.3. Extension Division Head – A permanent academic faculty assigned by the SUC President who shall allocate at least thirty percent (30%) of his/her professional time to the AREC. A comprehensive curriculum vitae and the corresponding special order assigning such person to the AREC shall be submitted to the DOE;**

**2.2.2.2.4. Researcher – A person engaged in research, extension, and training assigned by the SUC President who shall allocate at least fifty percent (50%) of his/her professional time to the AREC. A comprehensive curriculum vitae and the corresponding special order assigning such**

person to the AREC shall be submitted to the DOE; and

2.2.2.2.5. One full time utility staff assigned to the AREC by the SUC President, with the corresponding special order assigning such person to the AREC shall be submitted to the DOE.

2.2.3. Conduct the following Project activities:

2.2.3.1. Review and asses the implemented RE Projects in the area of coverage, and facilitate the completion of required documents for the closure of the said RE Projects;

2.2.3.2. Prepare inventory of Non-Commercial RE Systems in the area of coverage and develop database for this purpose;

2.2.3.3. Perform information, education and communication (IEC) campaigns; and

2.2.3.4. Perform such other functions as may be assigned by the DOE subject to availability of funds.

The above activities are more particularly described in the WFP.

2.2.4. Prepare and submit the following Project deliverables:

2.2.4.1. Submit a Terminal Report consisting of the following:

2.2.4.1.1. Technical and Socio-economic Assessment Report on the implemented solar and wind energy programs and projects, and documentations required for the closure of the said projects, such as Deed of Donation or any other means of disposal of assets consistent with government accounting rules and regulations;

2.2.4.1.2. Inventory Report on Non-Commercial RE Systems and documentation of the developed database; and

2.2.4.1.3. Reports and documentations for the conducted IECs.

2.3. Issue an official receipt for every amount received from the DOE and maintain a separate clearing account with BTR- Inter Agency Trust Fund (IATF) dedicated for the Project Funds in a government depository bank, provided that NORSU's obligation and responsibilities with respect to the Project funds shall commence from the date of NORSU's receipt thereof, in compliance with EO 431 and Treasury Circular No. 2-2022 dated May 31, 2022;

- 2.4. Keep and maintain separate and complete book of accounts for the funds provided under Section 2.1.1 of this Agreement, and shall allow the DOE to have access to these books and records for audit purposes;
- 2.5. Use the Project funds exclusively for the Project in accordance with the approved WFP;
- 2.6. Undertake the full implementation of the Project and submit to the DOE a quarterly technical progress report duly endorsed by the University President within fifteen (15) calendar days after the end of each quarter reckoned from the date of release of Project funds;
- 2.7. Submit to the DOE, together with the technical progress report, a quarterly financial report on the Project funds utilization/disbursement duly certified by NORSU's accountant and verified by its resident Commission on Audit (COA) auditor;
- 2.8. Allow the DOE to conduct an inspection of the Project and full access to all pertinent records, documents and books in support of disbursements made pertaining to the Project under this Agreement;
- 2.9. Return the corresponding amount to the DOE in the event that disbursements made by NORSU are (i) inconsistent with the approved WFP subject to Section 2.1.5; (ii) inconsistent with existing government accounting and auditing rules; and (iii) are not acceptable to the DOE based on its relevant policies, rules, regulations and guidelines; and
- 2.10. Hold the DOE, its officials and employees, free from any suits/liabilities whatsoever that may be filed by any party in connection with and arising from the Project.

### **SECTION III OWNERSHIP OF PROPERTIES**

3.1. All non-expendable materials and properties purchased out of funds granted by the DOE for the Project shall exclusively belong to the NORSU. They shall be inventoried jointly by the DOE, NORSU, and preferably witnessed by NORSU's COA resident auditor with property acknowledgement receipt, and a copy of such documents shall be furnished to the DOE within thirty (30) calendar days from the date of purchase of the said materials and properties; and

3.2. Patents, trademarks, copyrights and other intellectual property rights arising directly out of the conduct of the activities funded by this Project shall be owned by the Government of the Philippines as represented by the DOE and NORSU being the grantor of the project funds and implementer of the Project, respectively, in accordance with Republic Act No. 8293, otherwise known as the "Intellectual Property Code of the Philippines."

## **SECTION IV REPRESENTATION AND WARRANTIES**

4.1. The DOE has entered into this Agreement in reliance upon the representations and warranties of NORSU enumerated as follows:

- 4.1.1. It is a government academic institution duly formed and established pursuant to Republic Act (RA) No. 9299, validly existing and in good standing under the law of the Philippines with full power to execute, deliver and perform its obligations under this Agreement, and the entering into and performance of this Agreement by the NORSU does not conflict with the provisions of RA No. 9299 and other constitutive documents of NORSU and has been duly authorized by all necessary corporate and legal action on the part of the NORSU;
- 4.1.2. The individual signing this Agreement on behalf of NORSU is duly authorized to sign as of the Effective Date as defined in subsection 11.1;
- 4.1.3. There is no litigation, arbitration or administrative proceeding pending or, to the best knowledge of the NORSU, threatened against the NORSU or its properties the adverse determination of which would adversely affect the ability of the NORSU to perform or comply with any of its obligations under this Agreement;
- 4.1.4. No written material information given by the NORSU to the DOE under this Agreement contains any misstatement of fact as of the Effective Date or omits to state a fact that is materially adverse to the interests of the DOE and NORSU; and
- 4.1.5. None of its officials or employees has given any money or gift to any official or employee of the DOE to influence the decision regarding the execution of this Agreement and that none of its officials and employees have exerted influence to secure this Agreement.

4.2. Any breach by the NORSU of the terms of this Agreement shall be cause for the DOE's termination of this Agreement, after prior notice. Furthermore, the termination of this Agreement shall not be a bar to the filing of criminal, civil, or administrative action/s against the person who caused such breach.

## **SECTION V RELATIONSHIP OF THE PARTIES**

5.1. Nothing in this Agreement shall be construed as to create any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship.

## **SECTION VI FIDELITY BOND**

6.1. The University President or the Project Director of NORSU shall secure a Fidelity Bond in favor of the DOE from the National Treasury within thirty (30) calendar days upon execution of this Agreement;

6.2. The amount of the bond shall be equal to 10% of the Project funds for the faithful compliance of its obligations under this Agreement; and

6.3. The Fidelity Bond shall be released and cancelled thirty (30) calendar days from the submission of all reports required by this Agreement as certified by the DOE.

## SECTION VII FORCE MAJEURE

7.1. Neither Party shall be responsible for the delay and for the damages caused by failure to comply with this Agreement if such non-compliance was caused by war, declared by Congress or not, civil disturbances, acts of God, fires, floods, earthquakes, or any other causes which could not have been reasonably foreseen or controlled by the Parties claiming *force majeure*. Any failure or delay on the part of either Party in the performance of its obligations or duties hereunder shall be excused to the extent attributable to *force majeure*;

7.2. The Party whose performance of its obligations has been interrupted by *force majeure* shall use all reasonable means to resume compliance with this Agreement as soon as it is feasible;

7.3. If an event occurs constituting *force majeure*, the Party so affected shall give written notice of this occurrence within fifteen (15) calendar days to the other Party or as soon as practicable thereafter, including a statement describing the effect of such occurrence upon the performance of this Agreement, and such Party shall do all reasonably possible within its power to remove such cause. In the event NORSU submits the written notice to the DOE, the latter shall validate the claim of *force majeure* within twenty (20) days from receipt of such notice, and if *force majeure* indeed exists, the DOE shall issue an approval of suspension of certain obligations in this Agreement which are affected by the event/s constituting *force majeure*;

7.4. The NORSU shall continue to perform those work commitments which are not affected by *force majeure*. In this regard, NORSU shall likewise continue to post the Fidelity Bond, if necessary, observe administrative requirements and comply with reportorial obligations and submission of deliverables based on its Project activities which are not affected by *force majeure*; and

7.5. Once the *force majeure* had ceased, the Party claiming *force majeure* shall notify the other within five (5) calendar days from cessation thereof;

## SECTION VIII TERMINATION

8.1. The DOE shall have the power to terminate this Agreement without need of further notice to NORSU on any of the following grounds:

8.1.1. Failure to maintain its compliance with the criteria, requirements and process specified in DO. No. DO2019-03-0007;

8.1.2. Non-compliance with the approved WFP subject to Section 2.1.5;

8.1.3. Non-compliance with the terms and conditions of this Agreement;

8.1.4. Tampering, falsifying or plagiarizing technical and financial reports; and

**8.1.5. Non-posting of Fidelity Bond.**

8.2. In case of early termination based on a valid cause, the NORSU shall return the remainder of the Project fund to the satisfaction of the DOE, with the latter taking into consideration NORSU's accomplishments under the WFP.

**SECTION IX  
SETTLEMENT OF DISPUTES**

9.1. Any dispute or differences arising out of the interpretation/ implementation/ application of the provisions of this Agreement shall be settled amicably through consultations/ negotiations between the Parties.

**SECTION X  
AMENDMENT AND MODIFICATION**

10.1. Any amendment or modification, if necessary, may be negotiated and thereafter agreed to by the Parties hereto, which shall be embodied in a written document signed by both Parties.

**SECTION XI  
TERM**

11.1. This Agreement shall be effective within twelve (12) months reckoned from the date of release of the check representing the Project funds, i.e., the Effective Date, unless terminated prior thereto in accordance with this Agreement or extended as agreed upon by both Parties in writing.

**SECTION XII  
NOTICE**

12.1. All notices and reports pertaining to this Agreement shall be sent in writing by registered mail, facsimile electronic mail or shall be handed personally to the addresses so stated herein. Such notices and reports shall take effect from the date of receipt by the other Party. In the case of notices sent via electronic mail, the timestamp appearing on the message by the sending Party shall *prima facie* be considered as the date such notice was received by the receiving Party.

DEPARTMENT OF ENERGY  
Energy Center, Rizal Drive, Bonifacio Global City,  
Taguig City, Metro Manila 1201

NEGROS ORIENTAL STATE UNIVERSITY  
Kagawasan Avenue, Dumaguete City, Negros Oriental

Memorandum of Agreement between DOE and NORSU  
Affiliated Renewable Energy Center

IN WITNESS WHEREOF, the Parties hereby set their hands this \_\_\_ day of \_\_\_\_\_, 2022 at Energy Center, Rizal Drive, Bonifacio Global City, Taguig City.

DEPARTMENT OF ENERGY

By:



*[Signature]*  
\_\_\_\_\_  
**RAPHAEL P.M. LOTILLA**  
Secretary

NEGROS ORIENTAL STATE  
UNIVERSITY

By:

*[Signature]*  
\_\_\_\_\_  
**JOEL P. LIMSON**  
President

Signed in the Presence of:

*[Signature]*  
\_\_\_\_\_  
**ATTY. MARISSA P. CEREZO**  
Director, REMB

*[Signature]*  
\_\_\_\_\_  
**JOSEF VIL S. VILLANUEVA**  
Dean, College of Engineering  
and Architecture

*[Signature]*  
\_\_\_\_\_  
**HELEN C. ROLDAN**  
OIC-Chief, DOE Accounting Division

CAP No: 01-23-06-116

CAP Date: June 09, 2023

REGULAR AGENCY FUND

P 4,995,843.60

REPUBLIC OF THE PHILIPPINES)

City of Manila


**ACKNOWLEDGMENT**

BEFORE ME, this 7<sup>th</sup> day of January personally appeared:  
**JOEL P. LIMSON** with NORSU ID101101 issued at Dumaguete City on  
January 8, 2016 in his capacity as President, Negros Oriental State University.

known to me the same person who executed the foregoing instrument and he acknowledged to me that the same is his free act and deed and that of the office which he represents.

This instrument which consists of eleven (11) pages including the page on which this acknowledgement is written has been signed by the above party and his instrumental witnesses on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and at the place first above written.

  
ATTY. ISIDORO V. ALMENIDOS  
NOTARY PUBLIC  
Until December 31, 2024  
1626 Estrada Street, San Andres, Manila  
IBP OR No. 248072(2023) 9-23-2022/MLA  
PTR No. 0862227/1-03-2023/MLA  
MCLE Compliance No. VII-0007108/4-14-2025  
Attorney's Roll No. 34272

Doc. No. 374  
Page No. 70  
Book No. 39  
Series of 2023.

REPUBLIC OF THE PHILIPPINES)

City of Manila )

**ACKNOWLEDGMENT**

BEFORE ME, this \_\_\_\_\_ day of 20 SEP 2023 personally appeared:


**RAPHAEL P.M. LOTILLA**, with P8900211A issued at DFA NCR NORTHEAST on 26 September 2018 in his capacity as Secretary, Department of Energy

known to me the same person who executed the foregoing instrument and he acknowledged to me that the same is his free act and deed and that of the office which he represents.

This instrument which consists of eleven (11) pages including the page on which this acknowledgment is written has been signed by the above party and his instrumental witnesses on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and at the place first above written.

Doc. No. 374 ;  
Page No. 70 ;  
Book No. 74 ;  
Series of 2023.

  
**ATTY. SIDRA O. MENTEROS**  
NOTARY PUBLIC  
Notary Commission No. 21, 2024  
10 Santa Rosa Street, San Andres, Manila  
Contact No. 9222771 03-2022/MLA  
E-mail No. 69222771 03-2023/MLA  
MCLE Compliance No. VII-0007108/4-14-2025  
Attorney's Roll No. 34272

**WORK AND FINANCIAL PLAN**  
 Related to the Energy Center

Office of ARCC, Wayne State University  
 5000 Springwells Avenue, Dearborn, MI 48124

Item	Description	Quantity	Unit	Estimated Cost	Actual Cost	Balance
1.1	ARCC Director (AS) @ \$100,000/mo for 12 mos	1	Month	\$1,200,000	\$1,200,000	\$0
1.2	Technical Head (TH) @ \$100,000/mo for 12 mos	1	Month	\$1,200,000	\$1,200,000	\$0
1.3	Estimator Head (EH) @ \$100,000/mo for 12 mos	1	Month	\$1,200,000	\$1,200,000	\$0
1.4	Researcher (AR) @ \$100,000/mo for 12 mos	1	Month	\$1,200,000	\$1,200,000	\$0
1.5	Other Professional Services					
2.1	Science Researcher (SR) @ \$100,000/mo for 12 mos	1	Month	\$1,200,000	\$1,200,000	\$0
2.2	Science Researcher (SR) @ \$100,000/mo for 12 mos	1	Month	\$1,200,000	\$1,200,000	\$0
2.3	Science Researcher (SR) @ \$100,000/mo for 12 mos	1	Month	\$1,200,000	\$1,200,000	\$0
2.4	Chief of Staff (CS) @ \$100,000/mo for 12 mos	1	Month	\$1,200,000	\$1,200,000	\$0
3.1	Review and issue the implemented RE Projects in the area of coverage and update the completion of required documents to the extent of the said RE Projects	13	Project	\$437,600.00	\$437,600.00	\$0
3.2	Prepare inventory of Non-Capital RE Systems and develop database for the purpose	1	Task	\$7,400.00	\$7,400.00	\$0
3.3	Perform information education and communication (EC) campaigns	4	Campaign	\$0.00	\$0.00	\$0
3.4	Implement a meeting planning system (MPS) and other activities	4	Activity	\$0.00	\$0.00	\$0
3.5	Procurement of other supplies and materials	4	Supply	\$0.00	\$0.00	\$0
3.6	Procurement of Communication supplies	4	Supply	\$0.00	\$0.00	\$0
3.7	Procurement of Other supplies	4	Supply	\$0.00	\$0.00	\$0
3.8	Procurement of REC materials for the use of the Center during REC campaigns	1	Material	\$20,000.00	\$20,000.00	\$0
3.9	Submission of receipt reports to DOE	1	Report	\$25,000.00	\$25,000.00	\$0
1.1	Submission of quarterly and annual reports and financial progress reports to DOE	4	Report	\$0.00	\$0.00	\$0
1.2	Procurement of ICT Supplies	1	Supply	\$0.00	\$0.00	\$0
1.3	Overhead Computer	1	Computer	\$0.00	\$0.00	\$0
1.4	Laptop Computer	1	Computer	\$0.00	\$0.00	\$0
1.5	Printer	1	Printer	\$0.00	\$0.00	\$0
1.6	Mobile Android Phone	1	Phone	\$0.00	\$0.00	\$0
TOTAL				\$4,868,800.00	\$4,868,800.00	\$0

The above Work and Financial Plan are based on the provided schedule provided by DOE and prepared by ARCC. The above schedule is based on DOE's schedule for the Energy Center. The above schedule is based on DOE's schedule for the Energy Center. The above schedule is based on DOE's schedule for the Energy Center.

Approved by