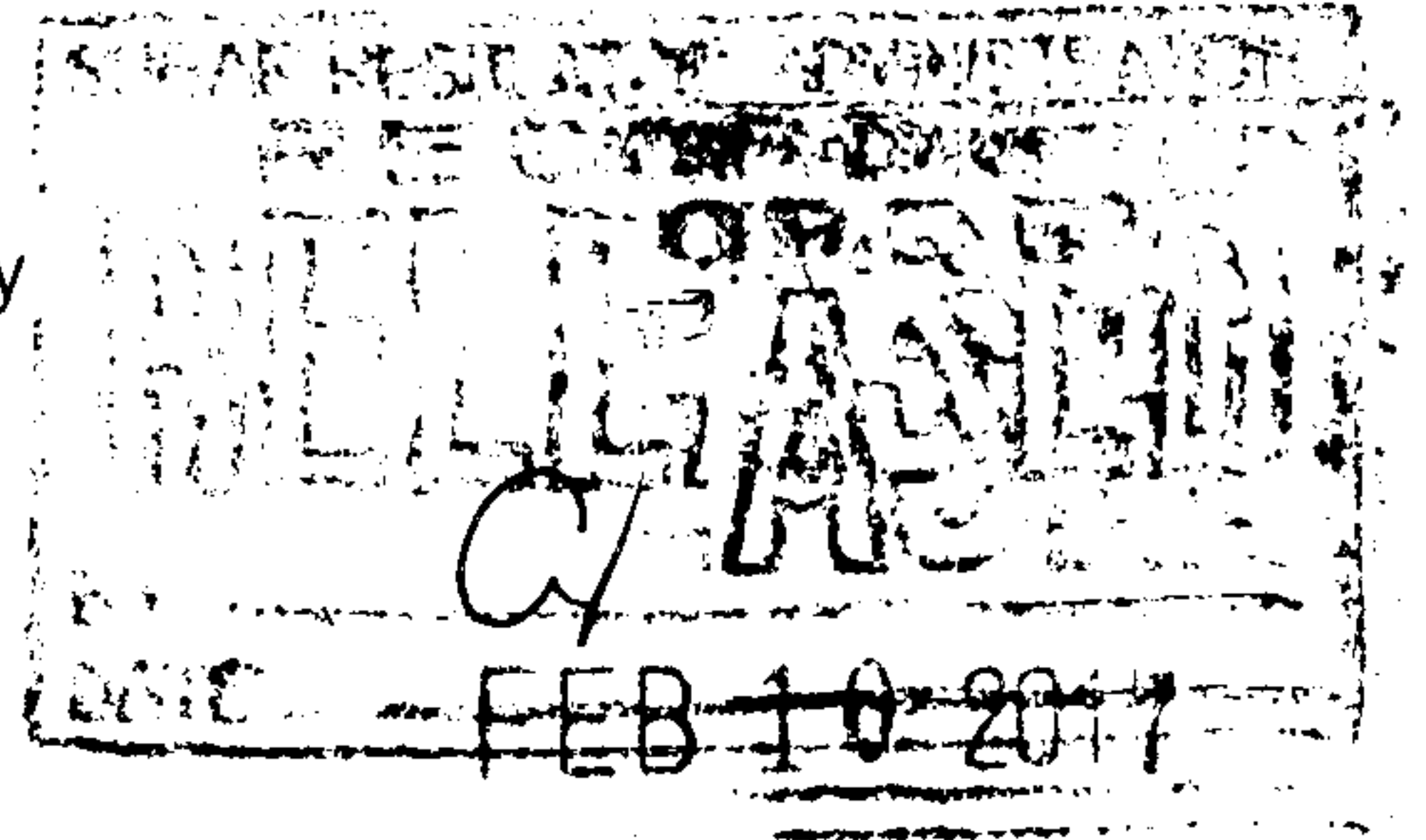




Republic of the Philippines
Department of Agriculture
SUGAR REGULATORY ADMINISTRATION
Sugar Center Bldg., North Ave., Diliman, Quezon City
Philippines 1101
TIN 000-784-336



MEMORANDUM CIRCULAR No. 1

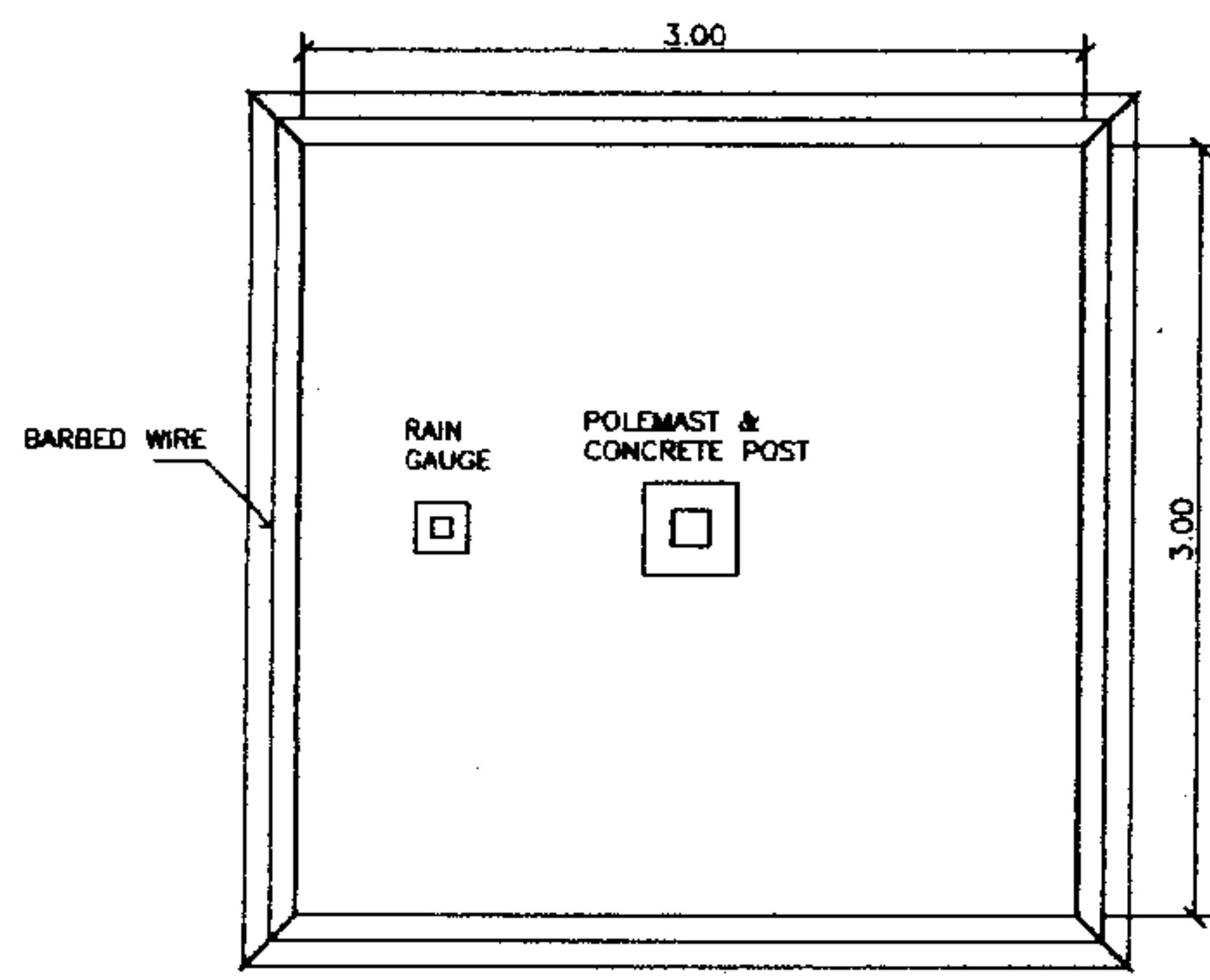
DATE : 08 February 2017

TO : **ALL MILL DISTRICT DEVELOPMENT COUNCILS**

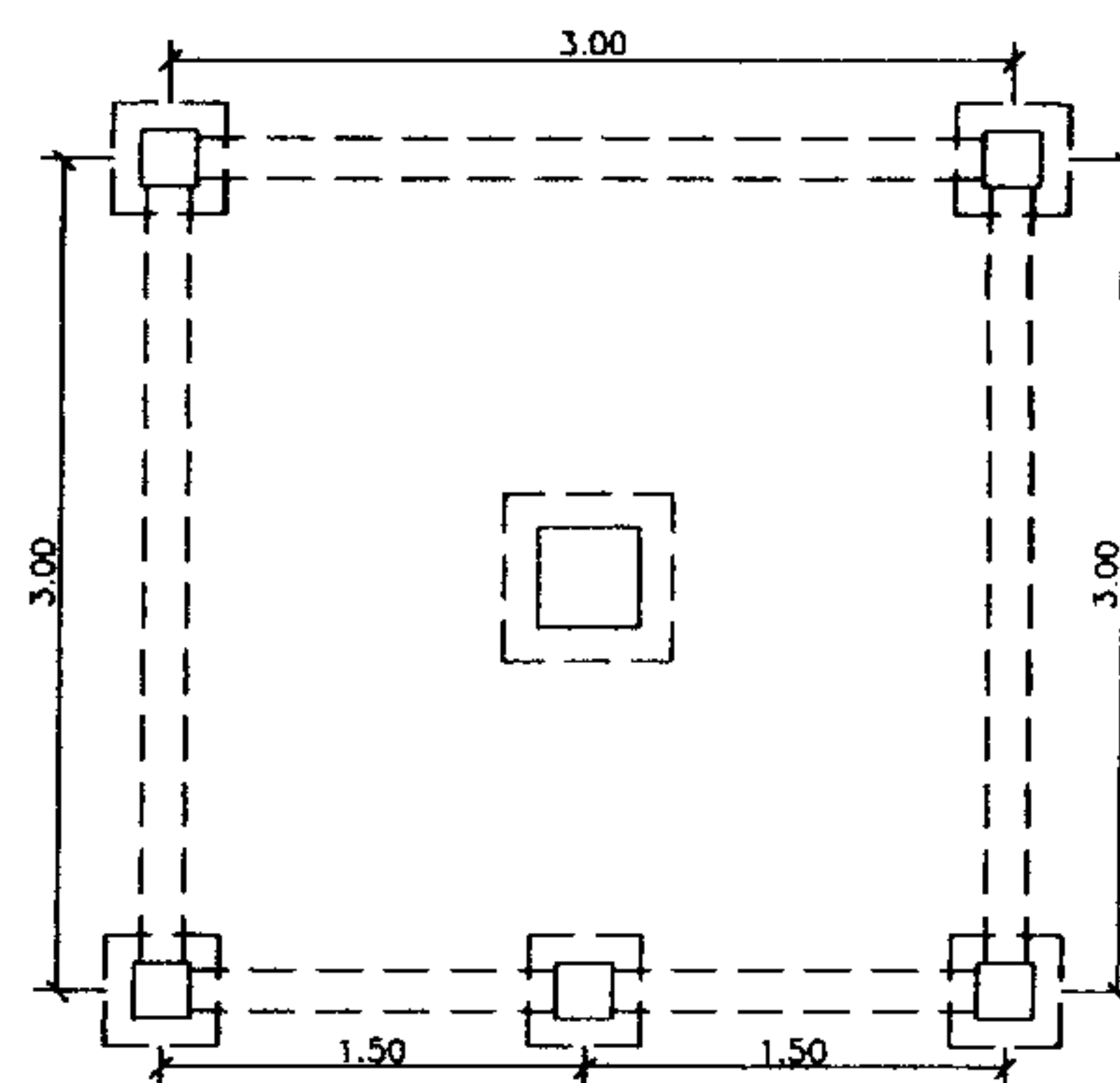
FROM : **ANNA ROSARIO V. PANER** *Paner*
Administrator

SUBJECT : **DEADLINE FOR ACCEPTANCE OF AUTOMATIC WEATHER STATION (AWS)**

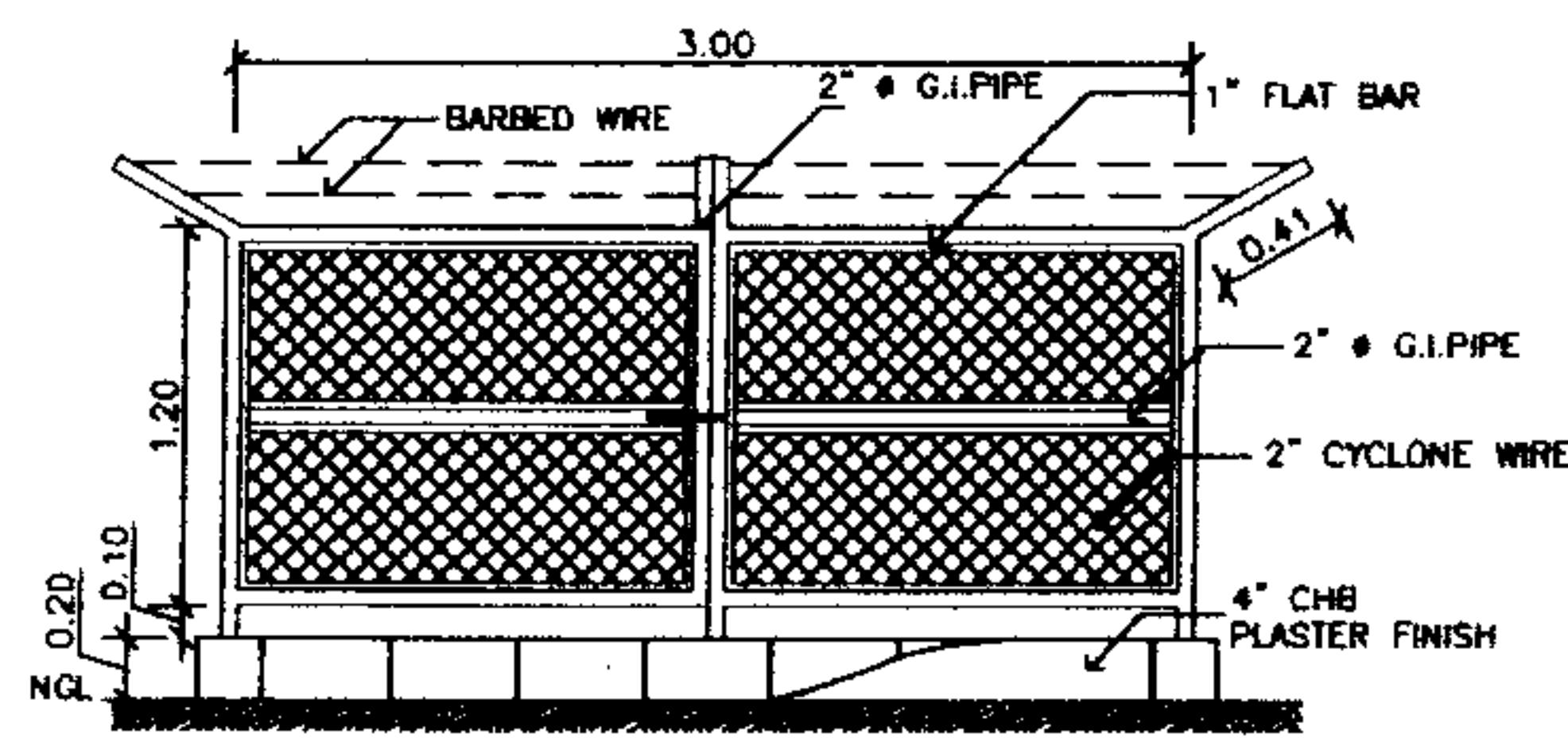
One of the projects of SRA as a proactive measure to monitor the weather as it affects the sugarcane production is the establishment of one Automatic Weather Station (AWS) in each mill district through the Mill District Development Councils (MDDC). However, despite considerable time given, some MDDCs still have not availed of the AWS. Henceforth, in order not to further delay the implementation of this project, all MDDCs who are still interested in availing the AWS Project are hereby given on or before February 22 to signify their acceptance of the AWS equipment by returning to SRA the attached Memorandum of Agreement with the signature of their MDDC's authorized representative. In addition, the interested MDDC must finish constructing the required perimeter fence (specifications herein attached as Annexes "A" and "A-1") for the AWS within twenty (20) days from receipt of approval of their MOA. Their failure to comply with these twin requirements shall be deemed a waiver to avail of the said project and SRA shall offer the AWS to other MDDCs who are interested to avail of an additional AWS. For further information you may contact your designated Mill District Officer (MDO) or the Research Development and Extension Department Office (RDE Visayas phone number 034-4336887; RDE Quezon City phone number 02-2360001).



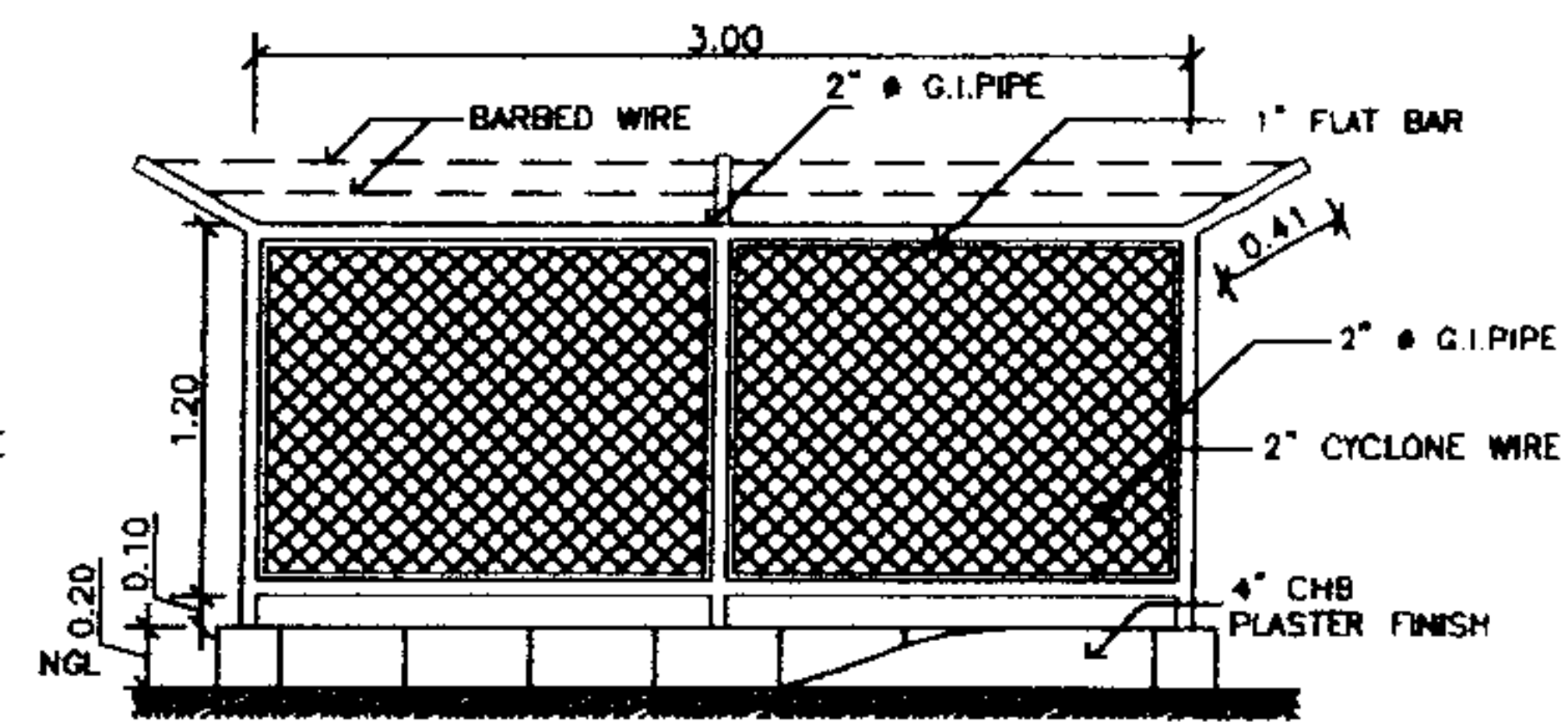
FLOOR PLAN
SCALE 1:50 METERS



FOUNDATION PLAN
SCALE 1:50 METERS

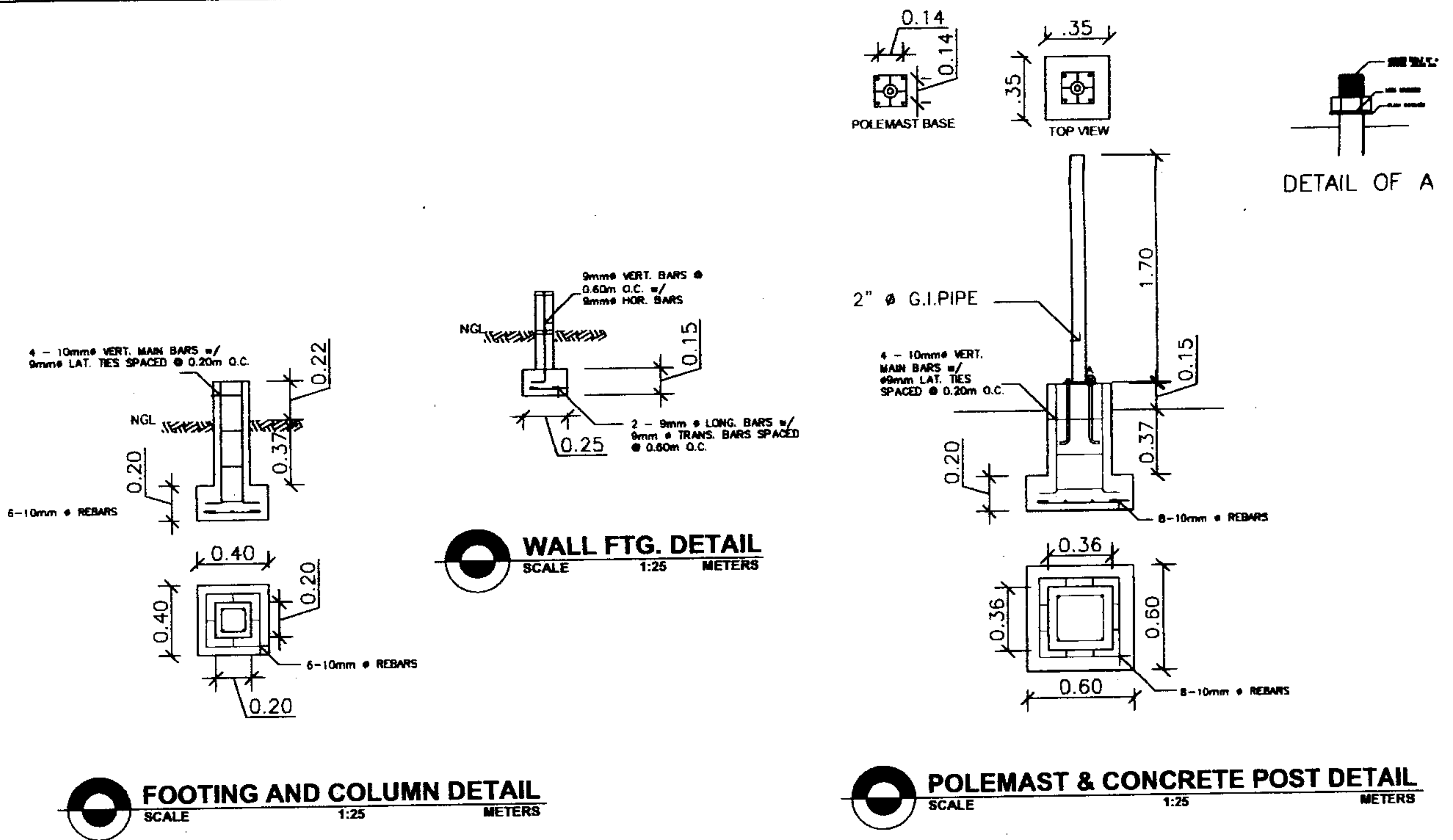


FRONT ELEVATION
SCALE 1:50 METERS



REAR AND SIDE ELEVATION
SCALE 1:50 METERS

PREPARED BY:	CHECKED AND REVIEWED BY:	RECOMMENDING APPROVAL:	APPROVED BY:	PROJECT TITLE:	SHEET CONTENTS:	SHEET NO.:
ENGR. FRANCIS B. DAVID C.E. PROJECT COORDINATOR	ENGR. LAVERNE C. OLALIA HEAD, CROP ESTIMATION PROJECT			PROPOSED CONSTRUCTION OF AWS FENCE	AS SHOWN	01 02



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				LOCATION		

MEMORANDUM OF AGREEMENT

“Establishment of SRA Automatic Weather Stations (AWS) in _____ Mill District”

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into this _____ day of _____
_____ by and Between the **SUGAR REGULATORY ADMINISTRATION (SRA)**, a government agency created by Executive Order No. 18, series of 1986, as amended with principal office address at Philippine Sugar Center Bldg., North Avenue, Diliman, Quezon City, represented herein by its Administrator ANNA ROASARIO V. PANER., and hereinafter referred to as the “**SRA**”;

-and-

The _____ **MDDC**, a private organization duly organized under Philippines Laws and with principal office address at _____, represent by its Chairman, _____, herein referred to as “**MDDC**”.

-WITNESSETH-

WHEREAS, THE SRA, as the implementor of the Crop Estimate Project realizing the need for a proactive measure to monitor the weather as it affects the sugarcane production, shall establish Automated Weather Station (AWS) on every milling district so as to generate data on rainfall accumulation, rainfall intensity, temperature, relative humidity, atmospheric pressure, radiation and sunshine duration as input to crop estimate system and for planning purposes including climate change adaptation measures.

WHEREAS, the SRA's, priority sites/recipients for AWS are members of the MDDC who signified interest for AWS and are willing to provide counterpart in terms of space free from rent for the AWS, materials, supplies and labor cost for the security fence, and provide personnel who shall be in-charge of the operation monitoring and shall ensure the safety of the AWS;

WHEREAS, THE _____ MDDC has expressed its interest in the establishment of AWS in response to changing weather patterns and in recognition of the use of data from AWS as inputs to its planning and decision development for its stakeholders;

WHEREAS, THE _____ MDDC recognizing the importance of AWS for climate resiliency strategies and is willing to accommodate, maintain and operate the facility;

NOW THEREFORE, motivated by their common goal of using the data from AWS as input which is vital for timely weather related farm advisories and climate-related events particularly severe climate events like El Nino and La Nina, both parties have agreed on the general terms and conditions as herein stipulated.

TERMS AND CONDITIONS

The SRA shall:

1. Identify, install and establish AWS in _____ Mill district at _____ Compound;
2. Provide the SIM card and the network subscription for the data transmission;
3. Coordinate with PAGASA on matters related to calibration and other aspects of Operation and Maintenance (O&M) of AWS;
4. Provide the raw and processed data of the different weather elements collected from AWS to MDDC;
5. Assign, Mr. Laverne Olalia, a focal person to take the task of monitoring and coordinating activities regarding AWS;

TERMS AND CONDITIONS

The SRA shall:

1. Identify, install and establish AWS in _____ Mill district at _____ compound;
2. Provide the SIM card and the network subscription for the data transmission;
3. Coordinate with PAGASA on matters related to calibration and other aspects of Operation and Maintenance (O&M) of AWS;
4. Provide the raw and processed data of the different weather elements collected from AWS to MDDC;
5. Assign, a focal person to take the task of monitoring and coordinating activities regarding AWS;

The MDDC shall:

1. Provide a secured space in the identified location of the Mill District to accommodate the AWS including the establishment of a secured perimeter fence (See Annex "A" and "A-1" for the specification requirements) of the facility with a minimum dimension of 3m by 3m ;
2. Provide staff for the regular operation and maintenance ;
3. Ensure that area for AWS has no Right-of-Way problem;
4. Ensure safety of installed AWS from vandalism and robbery;
5. Report any form of vandalism or theft of the AWS to the nearest police station within 24 hours and provide police report to SRA Mill District Officer within one week from occurrence thereof;
6. Report to SRA Mill District Officer any disorder or malfunctioning of the AWS for immediate action;
7. Utilize the data from AWS for the development of sugarcane production technologies for the benefit of the mill district;
8. Monitor the collection of the data from AWS;
9. Accept the installed AWS for operations and maintenance (O&M) and inclusion to their regular budget upon project's completion starting CY _____ (delete and replace to "include in its regular budget its financial obligations under this contract).

Other Covenants

1. Data collected and analyzed shall be automatically shared with SRA and the MDDC.
2. All data gathered in the course of and as a result of the operation of the AWS 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 solely owned by SRA.
3. No transfer of site shall be made without approval of SRA.
4. In case of transfer of site and reinstallation, the cost to be incurred shall be borne by the requesting party/recipient.
5. The installed AWS including all its facilities shall remain the property of SRA and it shall be returned to SRA after the expiration or termination of this Agreement.
6. In the event that the AWS has been stolen or damaged due to the negligence or fault of the MDDC or its employees, the MDDC shall be liable for the cost of the AWS or its repair.

MISCELLANEOUS AND OTHER IMPLEMENTING PROVISIONS

1. The SRA shall be held harmless from all the losses, claim, liabilities, damages, demands, actions, or proceedings, whatsoever arising out of or in connection with the MDDC's

2. The SRA undertakes no responsibility with respect of life, accident, travel, or any insurance coverage of the MDDC's workers and staff for the duration of this contract.

3. There shall be no employee-employer relationship between the MDDC or any of its employees on one hand and SRA on the other side. The SRA shall in no manner be answerable or accountable for any amount, claim, or liability, civil or criminal appertaining to licenses, taxes, permits for the overtime work, unpaid compensation or benefits of MDDC's employees, officers, and/or agents, all of which shall be for the account of the latter.

4. Any changes, alterations and modification on the foregoing provisions of this Agreement shall be made only upon mutual consultation among Parties, and the same should be reduced in writing and duly concurred in by both Parties.

EFFECTIVITY

1. This agreement shall take effect immediately upon the signing of the Representatives of the Parties hereto, and shall be in force and effect unless sooner revoked by mutual consent of the Parties.

2. Should either party decide to prematurely terminate this contract for breach or violation of any of the terms and conditions provided herein, either party shall provide notice to the other party 30 days before its termination date.

PENALTY CLAUSE

All disbursements under the terms and condition shall be subject to the availability of funds and the usual government accounting and auditing rules and regulations.

This Memorandum of Agreement shall take effect on the date of signing by all parties (delete – this is already stated in the effectivity clause)

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this ____ day of _____, 2016 at _____.

Sugar Regulatory Administrator

MDDC

ANNA ROSARIO V. PANNER
Administrator

Chairman

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S.

BEFORE ME, a notary public for and in Quezon City, personally appeared the following:

	VALID ID NO.	ISSUED/EXPIRED ON
ANNA ROSARIO V. PANER	_____	_____
_____	_____	_____

Both known to me the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and of the entity they represent.

The foregoing instruments refers to a Memorandum of Agreement consisting of three (3) pages including this page wherein the Acknowledgment is written, signed by the parties and their witnesses on each and every page thereon.

WITNESS MY HAND AND SEAL this ___th day of _____ 2017 at _____ City.

Notary Public

Doc. No. _____:
Page No. _____:
Book No. _____:
Series of 2017.

CERTIFICATE OF ACCEPTANCE

PROJECT NAME: _____
PROJECT: _____
LOCATION: _____
DATE AWARDED: _____

This is to certify that I/WE the undersigned representing _____ Mill District which is/are the end-user of the Automatic Weather Station hereby accepted the above mentioned project/equipment in accordance with the specifications.

As project end-user, we assure full responsibility for the proper operation and maintenance of the said project.

Received by:

MDDC Chairman