



MEMORANDUM OF AGREEMENT
Between



DEPARTMENT OF ENERGY
And
TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into and executed this ____ day of _____ 2024, in Taguig City, Metro Manila by and between:

The **DEPARTMENT OF ENERGY**, a government agency created by virtue of Republic Act No. 7638, as amended, with principal office address at Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, represented herein by its Undersecretary, **FELIX WILLIAM B. FUENTEBELLA**, hereinafter referred to as “**DOE**”;

-And-

The **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES – TAGUIG**, a state institution of higher learning duly organized and created by Presidential Decree No. 1518, as amended with principal office address at Km. 14 East Service Road, Western Bicutan, Taguig City, represented by its President, **ENGR. REYNALDO P. RAMOS, Ph.D, EnP**, hereinafter referred to as “**TUP-Taguig**”;

The **DOE** and **TUP-Taguig** are hereinafter collectively referred to as “**PARTIES**” and individually referred to as “**PARTY**”.

WITNESSETH: that

WHEREAS, the DOE is a government institution mandated 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.

WHEREAS, Section 7(c) of the Republic Act (RA) No. 11697, otherwise known as “*Electric Vehicle Industry Development Act*” (EVIDA), provides that the DOE shall be the primary agency tasked with the promotion of the adoption of electric vehicles (EVs) and the development of charging stations and related equipment. Towards this end, the DOE shall develop and update the EV and Electric Vehicle Charging Stations (EVCS) component of the Comprehensive Roadmap for the Electric Vehicle Industry (CREVI) in coordination with the Department of Transportation (DOTr), and in consultation with the local government units (LGUs) and other relevant national government agencies (NGAs);

WHEREAS, to support the adoption and growing EV industry in the country, the DOE needs to ensure availability of knowledgeable and skilled personnel that will serve the increasing demand of workforce in the EV sector.

WHEREAS, to ensure the availability of knowledgeable and skilled technicians that will accommodate the increasing demand of workforce in the EV sector, the DOE needs to institutionalize the provision of academic/technical curriculum through partnership with State Universities and Colleges (SUCs).

WHEREAS, the TUP-Taguig is an academic institution offering baccalaureate course in Automotive Engineering Technology (AET) and other technical courses, which are aligned with

DIR. PATRICK T. AQUINO
Director, EUMIB

ENGR. REYNALDO P. RAMOS, Ph.D, EnP
Campus Director, TUP - Taguig

USEC. FELIX WILLIAM B. FUENTEBELLA
Undersecretary

ENGR. REYNALDO P. RAMOS, Ph.D, EnP
President

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the technical requirement of DOE for an educational institution to train and educate the targeted specific manpower skills;

WHEREAS, the DOE, recognizing the track record of the TUP-Taguig in the development of training module; and both PARTIES recognizing their complementary role for the successful implementation of the Program, pledge to assist and extend their full support and cooperation; and

NOW, therefore, for and in consideration of the foregoing premises and the following terms and conditions, the PARTIES mutually agree on the following:

SECTION 1. TITLE OF THE PROJECT:

The project is titled, **“Electric Vehicle Trainer at the Technological University of the Philippines – Taguig – Integration of Electric Vehicle Training to the Bachelor of Engineering Technology major in Automotive Technology & Bachelor of Science in Mechanical Engineer Curriculum”** hereinafter referred to as the **“PROJECT”**.

SECTION 2. OBJECTIVES OF THE PROGRAM:

1. GENERAL OBJECTIVES OF THE PROJECT

- 1.1. To provide a capability enhancement program to students by incorporating Electric Vehicle (EV) training into its curriculum due to a strong justification and an array of important considerations.

2. SPECIFIC OBJECTIVES OF THE PROJECT


- 2.1. To introduce the fundamental concept of electric vehicles, include how they work, their environmental benefits and their role in sustainable transportation following the innovative trend of the automotive industry.
- 2.2. To develop a strong awareness for our students of safety protocols when working with Electric Vehicles, including high-voltage safety, and learn about ethical considerations related to EV use.
- 2.3. To align graduates of TUP-Taguig in technological advancement and innovation of Automotive Vehicles available in the market in terms of service, sales, and aftersales work.
- 2.4. To produce significant numbers of EV Technicians that will support the sector for transport program of the government.


SECTION 3. ROLES AND RESPONSIBILITIES OF DOE:

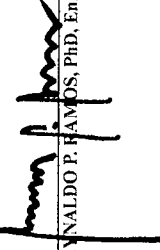
The DOE shall conduct the following:

1. Serve as the lead Agency, responsible for the overall implementation.
2. Provide the necessary fund as indicated in provision no. 5 of this Agreement.
3. Monitor the progress of the implementation of the Project; and
4. Facilitate the inspection and audit of the procured equipment in coordination with DOE Accounting, Property Management, and the Commission on Audit (COA) related to the transfer of ownership; and


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ENGR. REGINELLE F. DECAPITA, JR., PhD
Campus Director, TUP – Taguig


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Undersecretary


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President

5. Record the transfer, utilization, and liquidation, including the documentation for such transfer, in accordance with the rules and regulations set out in COA Circular No. 94-013 dated 13 December 1994 and Item 3.0 COA Circular No. 2012-001 dated 14 June 2012, and all applicable government accounting and auditing laws, rules and regulations.

SECTION 4. ROLES AND RESPONSIBILITIES OF TUP-Taguig:

The TUP-Taguig shall conduct the following:

1. Develop a course/training module on the use of electric vehicle technology, which should be integrated in the University's Automotive Technology curriculum.
2. Implement the Project in accordance with the Schedule of Activities as may be provided by the DOE.
3. Receive and ensure judicious and proper disbursement of funds transferred by DOE.
4. Utilize the fund strictly in accordance with this Project.
5. Liquidate the fund subject to the usual government accounting and auditing procedures.
6. Ensure that the vehicles undergo preventive maintenance services (PMS) including all repairs and parts replacement.
7. Designate at least four (4) focal persons (one project leader, 3 project members) responsible for coordination and monitoring of the implementation of the Project.
8. Prepare training/lecture modules about the EV.
9. Conduct lectures to TUP-Taguig students, personnel from DOE and other invited guests to be determined by TUP-Taguig.
10. Provide adequate space/room and other materials (tools, supplies and materials) in relation to the acquisition of EV.
11. Submit Annual Workplan, Line-Item Budget (LIB), quarterly project status report fund utilization and other documents to DOE as maybe required by the COA.
12. Prepare all the necessary documents for the transfer of ownership of the procured equipment.
13. Register and ensure the EV for the succeeding years using their own budget/funds; and
14. Submit final report to DOE on roster of curriculum graduates.


SECTION 5. PROJECT COST & FUNDING


The DOE shall provide the amount of TWO MILLION PESOS (PhP 2,000,000.00) to TUP-Taguig hereinafter referred to as the "Fund" upon signing of this Agreement.


SECTION 6. INTELLECTUAL PROPERTY

1. All intellectual property rights, including patents, copyrights, and trademarks, develop in the course of the implementation of the Project or resulting from their completion,


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ENGR. REXMUEL F. DECAPIA, JR., PhD
Campus Director, TUP - Taguig


LSEC. FELIX WILLIAM B. FUENTEBELLA
Underscretary


ENGR. REYNALDO B. RAMOS, PhD, EnP
President

shall be governed by R.A. No. 10055 or Philippine Technology Transfer Act of 2009 and its Implementing Rules and Regulations, and R.A. No. 8293 or Intellectual Property Code of the Philippines, and IP Policies of TUP.

2. All data and information cannot be reproduced, publicly distributed and published without the consent of DOE and shall be used with proper citation.

SECTION 7. RECORDS, INFORMATION AND REPORTS

1. The TUP-Taguig shall maintain clear, accurate and complete records with respect to the funds received under this Agreement. The TUP-Taguig books and records shall be maintained in such a manner that the receipts and expenditures of funds will be shown separately on such books and records in easily verifiable forms.
2. The TUP-Taguig shall furnish, compile, and always make available to the DOE any records or information, which the DOE and COA may reasonably request with respect to such funds received by the TUP-Taguig.
3. The TUP-Taguig shall submit regular project accomplishment report and final project completion report to the DOE; and
4. Within reasonable time after all funds under the Agreement have been used up, the TUP-Taguig shall provide the DOE with a final report with respect to all the expenditures made from such funds.

SECTION 8. PROJECT EQUIPMENT

All equipment purchased under this Agreement shall be transferred to the University through a Deed of Donation upon successful completion of all deliverables and submission of the required project closing documentation.


SECTION 9. AMENDMENTS

This Agreement may be revised, amended, and modified only through a written instrument duly executed and signed by the PARTIES hereto.


SECTION 10. ALTERNATIVE MODES OF DISPUTE RESOLUTION AND VENUE

1. This Agreement and any dispute or claim of whatever nature, whether contractual or non-contractual, arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
2. All disputes, controversies, or claims arising out of, or in connection with, this MOA for breach of any provision hereof, which cannot be resolved by the herein contracting parties, shall be settled through arbitration in accordance with Chapter XIV, Book IV of the Administrative Code of 1987 (E.O 292) and in conjunction with Section 10, Chapter 3, Book VII, of the same Code. Arbitration proceedings costs, including payment for the contracted arbitrators of both parties, shall equally be shouldered by the Parties.
3. Each party irrevocably submits to the jurisdiction of the courts in Taguig City exclusively, for the purpose of enforcing any right or obligation under or arising out of this Agreement.


DIR. PATRICK T. AQUINO
Director IV, EAM/B


ENGR. REYNALDO F. DECAPIA, JR., PhD
Campus Director, TUP - Taguig


USEC. FELIX WILAM B. FUENTEBELLA
Undersecretary


ENGR. REYNALDO P. RAMOS, PhD, EnP
President

SECTION 11. CONFIDENTIALITY

1. The PARTIES mutually agree that it will hold and secure any confidential information in strict confidence. Under the terms of confidentiality, the PARTIES agree that any such information will be treated with utmost confidentiality, and that the PARTIES and their employees/representatives will use reasonable efforts to protect such information in their possession. The parties agree that such information shall not be disclosed without the written consent of the other PARTY, and that each PARTY will exercise the same degree of care as it applies to protect its own confidential information of similar nature that it does to publish, disclose, or disseminate. The obligation shall continue in full force and effect after and notwithstanding the expiration of this Agreement.
2. At any time that the security and confidentiality of information is threatened or compromised, the PARTIES shall immediately suspend the implementation until such time that the threat or deficiency is corrected to the satisfaction of all PARTIES.
3. The PARTIES warrants that it shall treat and hold all Confidential Information in strict confidence, in accordance with the provisions of Republic Act No. 10173, or the Data Privacy Act of 2012, its Implementing Rules and Regulations, and other rules and regulations relating to data privacy.


SECTION 12. MISCELLANEOUS PROVISIONS


1. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any PARTY. Any issues arising from the interpretation or implementing of this Agreement will be settled through consultations between the PARTIES or such other means as they may mutually decide.
2. The PARTIES hereto represent that they are fully authorized and capable to undertake all the covenants herein specified and that they have the proper mandates of the entities they represent nor their board of regents/directors. Neither are they prohibited by law or there exist legal impediment, from entering into this Agreement and from performing all duties herein stated. They likewise covenant that they have acted in good faith and without any ulterior motives.
3. Nothing herein is intended nor shall be construed as creating any exclusive arrangement among the PARTIES. This Agreement shall not restrict any PARTY from entering into any similar, equal or like agreements with other entities/agencies/companies. Likewise, in no case shall this Agreement be construed as creating a partnership as contemplated in the Civil Code of the Philippines, nor shall any PARTY hereto be deemed a representative of the other Party for any purpose.
4. Each PARTY shall from time to time upon the request of the other PARTY execute any additional documents and do any other acts or things which may reasonably be required to effectuate the purposes of this Agreement.
5. If any provision of this Agreement becomes invalid, illegal or unenforceable, the PARTIES will endeavor, acting in good faith, to agree on the terms of a provision that may be substituted for the invalid, illegal or unenforceable provision. The invalidity, illegality or unenforceability of any provision will not affect the remaining provisions of this Agreement.

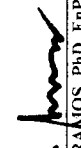
SECTION 12. EFFECTIVITY, DURATION, AND TERMINATION

1. This Agreement shall take effect upon the signing hereof and shall remain in full force and effect unless sooner revoked or terminated by any PARTY;


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Director IV, EUMB


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President

2. The Agreement shall cover a period of one (1) year after the transfer of the Fund to TUP-Taguig; and
3. Termination of the Agreement will be effective thirty (30) days after receipt by the other Party of the written notice of revocation or termination.

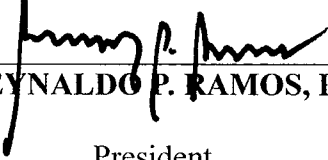
IN WITNESS WHEREOF, the Parties, through their duly authorized representative, have signed this MOA

**TECHNOLOGICAL UNIVERSITY
OF THE PHILIPPINES - TAGUIG
(TUP-Taguig)**


**DEPARTMENT OF ENERGY
(DOE)**

By:

By:



ENGR. REYNALDO P. RAMOS, PhD, EnP
 President



**USEC. FELIX WILLIAM B.
FUENTEBELLA**
 Undersecretary


SIGNED IN THE PRESENCE OF:

By:

By:

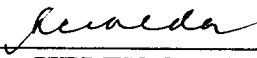


ENGR. REXMELLE F. DECAPIA, JR., PhD
 Campus Director, TUP – Taguig



DIR. PATRICK T. AQUINO
 Director IV, EUMB

By:



HELEN C. ROLDAN
 OIC – Chief, DOE Accounting Division

AA No. 03-24-06-076

CAF Date: June 28, 2024

PN No. 02-0157-2024-07-0143

P 2, 010, 000.00

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)


CITY OF MANILA

BEFORE ME, a Notary Public for and in CITY OF MANILA this 02-07-2024 day of _____, personally appeared the following:

Name	Government Issued I.D	Date and Place Issued
ENGR. REYNALDO P. RAMOS Ph.D., EnP	_____	_____
USEC. FELLIX WILIAM B. FUENTEBELLA	_____	_____

known to me to be the same persons who executed the foregoing Memorandum of Agreement consisting of seven (7) pages including this page where this Acknowledgement is written, and they acknowledged before me that the same is their free and voluntary act and deed as well as those of the entity they herein represent.

WITNESS MY HAND AND SEAL on the date and place above-mentioned.


ATTY. ISIDRO V. ALENTEROS
 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

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