

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT**, entered into by and between:

The **REGIONAL DEVELOPMENT COUNCIL** of the Cordillera Administrative Region, with office address at Botanical Garden, Leonard Wood Road, Baguio City, represented by its Vice-Chairman and NEDA-CAR Regional Director **MILAGROS A. RIMANDO** and hereinafter referred to as **RDC-CAR**;

And

The **MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE**, of the Cordillera Administrative Region, with office address at Bontoc, Mt. Province herein represented by its President **REXTON F. CHAKAS**, and hereinafter referred to as **MPSPC**.

### WITNESSETH, THAT:

**WHEREAS**, the Regional Development Council of the Cordillera Administrative Region (RDC-CAR), in preparing the Cordillera for regional autonomy as mandated by Art. X of the 1987 Philippine Constitution, obtained policy and budgetary support from the national government since 2007;

**WHEREAS**, the RDC-CAR undertakes this mandate through its Social Preparation of CAR into an Autonomous Region (SPCAR) Program, along the major program thrusts of (a) Information, education, and communications (IEC), (b) Capability building, and (c) Alliance building and Program Management.

**WHEREAS**, the RDC-CAR operationalizes its program thrusts through Programs, Projects, and/or Activities (PPAs) carried out by partner local government units (LGUs), regional line agencies (RLAs), state universities and colleges (SUCs), the private sector and other non-government organizations (NGOs);

**WHEREAS**, both parties agreed to partner in the project that aims to identify, map and install markers in significant historical sites where the struggle for the peoples' self-determination were demonstrated, in a meeting attended by both parties held at the NEDA-CAR Office in Baguio City on August 2, 2016.

**WHEREAS**, the First Party submitted a project design entitled "Mapping and Marking of Cordillera Historical Sites" to the RDC-CAR for funding.

**WHEREAS**, the RDC-CAR, upon review of the proposed plan, approved to support and fund the implementation of the proposal of MPSPC who also committed its administrative counterpart;

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

**Section 1. TITLE AND DEFINITION OF THE PROJECT.** The project, which is specifically described in Attachment "A" hereof, shall be known as "**Mapping and Marking of Cordillera Historical Sites**", and shall be termed as the "**The Project**".

**Section 2. STATEMENT OF WORK** The project aims to promote cultural identity by increasing awareness on places and events of the Cordillera struggle for self-determination.

Specifically, the project aims to:

1. Develop a list of places that are recognized by the community as significant to Cordillera History and Autonomy;
2. Develop a map of historical sites (with or without strong connection with autonomy) which is accepted by various stakeholders in the Cordillera; and,
3. Prepare and install the markers on selected historical sites.

**Section 3. OPERATION OF THE PROJECT.** The Project shall be undertaken and managed by **MPSPC**, by employing legally appropriate measures and modalities to promote and ensure successful implementation of the Work Program in compliance with all stipulations enunciated in this MOA which include, but are not limited to, submission of required reports and documents to effect and fast track payment and to update the RDC-CAR of its work progress and other significant data/information relative to said PPA.

**MPSPC shall:**

- a. Ensure the conduct of the following activities as the overall project manager based on the Work and Financial Plan (WFP):
  - a.i Regional Workshop;
  - a.ii Baseline Survey
  - a.iii Provincial Workshops;
  - a.iv Site Visits and Community Meetings.
  - a.v GIS Mapping
  - a.vi Photo/Video Documentation
  - a.vii Preparation and Installation of Markers
  - a.viii. Project Assessment and Presentation of Project Results
- b. Submit monthly progress reports, terminal and other reports including financial reports to RDC-CAR.
- c. Closely coordinate with RDC-CAR on the implementation of the project.

**RDC-CAR shall:**

- a. Supervise through monitoring and assessing progress of the projects' implementation;
- b. Provide technical and administrative support to MPSPC in the project implementation; and
- c. Ensure timely releases of funding required based on the WFP.

**Section 4. PROJECT IMPLEMENTATION PERIOD.** The Project shall be undertaken in the next 8 months after the signing of MOA.

**Section 5. PROJECT FUNDING SUPPORT.** The Project shall be funded from the 2015 SPCAR funding appropriations in the amount of **ONE MILLION THREE HUNDRED EIGHTY FOUR THOUSAND, EIGHT HUNDRED NINETY-THREE PESOS AND SIXTY CENTAVOS (Php 1,384, 893.60)** pursuant to RDC-CAR Resolution No. 48 series of 2015. RDC-CAR shall ensure the prompt release of funds upon full satisfaction of mandated requirements.

**Section 6. SCHEDULE OF PAYMENT.** The RDC-CAR shall immediately release the first tranche to MPSPC within ten (10) working days after signing and notarization of this AGREEMENT.



Subsequent releases shall be made to **MPSPC** per schedule shown in the next page, subject to the submission of pertinent documents as listed therein.

Phase of the Project	Amount
First Tranche	P 407,300.00
Second Tranche	P 447,334.46
Third Tranche	P 447,334.46
Retention	82,924.68
<b>TOTAL AMOUNT</b>	<b>Php 1,384,893.60</b>

The **RDC-CAR** reserves the right to withhold subsequent fund releases to **MPSPC** on the following conditions:

- When it determines that a substantial negative variance exists between actual work performed by **MPSPC** (as indicated in its progress reports) and the approved Work and Financial Plan as contained in the Attachment "A" hereof and/or
- Whether delay is made in the submission of mandatory project output, and reports.

**Section 7. REPORTING**

- MPSPC** shall submit the following reports/outputs to the **RDC-CAR** in accordance with the prescribed schedule:

**SCHEDULE OF REPORTING**

Title of Report	Contents	No. of Copies	Submission Date
• Periodic Progress Reports	The Progress Report will contain the following: - Narrative report on activities undertaken to include pre and post-evaluation of activities - Progress Report indicating Physical and Financial Progress report by project component	1	Monthly
• Terminal Report	Full Documentation of the PPA Activities, Project Outputs, Findings and Recommendations duly packaged in a hardbound A4 size book style. E-file of the Terminal Report in DVD	2	1 calendar month after completion of activity
• Liquidation Report	Audited Disbursements and Original Credit Notice	1	1 calendar month after completion of activity

**Note:** Each report submitted to **RDC-CAR** should be in the form of hard copy and e-file.

**Section 8. PROJECT FUND MANAGEMENT, AUDIT AND RECORDS.**

- The **MPSPC** shall maintain books, records, documents, and other pieces of evidence to substantiate, without limitation, to all costs incurred under or in connection with the AGREEMENT and to substantiate other AGREEMENT requirements in accordance with the Philippine Government standard accounting, budgeting, procurement, and auditing rules, regulations and procedures.

- All financial records of the Project shall be subject to inspection, monitoring and audit by the Resident Auditor of MPSPC or its duly authorized agents. Liquidation Reports of the Project submitted to RDC-CAR shall be duly audited by the Resident Auditor of the MPSPC and further supported by the Credit Notice.

**Section 9. MANDATORY STATEMENT IN REPORTS.** The Reports required to be submitted under this AGREEMENT (i.e., Project Report) shall contain the following statement or of similar language:

"This Project entitled "**Mapping and Marking of Cordillera Historical Sites**" was undertaken by MPSPC for and in behalf of the Regional Development Council of the Cordillera Administrative Region. The views, expressions or opinions contained in this Report do not reflect themselves as statements of policy of either **MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE** or **RDC-CAR** until these are presented to, approved and adopted by the **RDC-CAR.**"

**Section 10. PROGRESS REPORTING.** In the course of the implementation of the Project, MPSPC shall regularly inform and update the **RDC-CAR** and may invite the **RDC-CAR** to internal meetings and in the activity of the said Project.

**Section 11. REPORT ON DELAYS.** MPSPC shall inform in writing the **RDC-CAR** of any event or condition which may reasonably delay progress or prevent the timely and/or proper completion of the Project as soon as the facts become known, so that appropriate steps could be undertaken to resolve the issues.

**Section 12. OTHER GUIDING PRINCIPLES.** The parties hereto recognize and agree that this Agreement is entered into based on mutual trust and respect and binds the parties to ensure that the Project is properly executed per plans and specifications and schedule.

**RDC-CAR's** concurrence and approval must be initially obtained before any intent or act to produce, reproduce and or publish Project outputs formulated in whatever form (print or broadcast) would be undertaken.

Transparency and accountability must be observed in project implementation. Further, all stakeholders' comments and suggestions generated in public consultation meetings shall be consolidated and reported to the **RDC-CAR.**

**Section 13. AMENDMENTS.** Any modifications to this AGREEMENT or any of its provisions maybe made only upon written agreement by the parties.

**Section 14. DISPUTE SETTLEMENT.** Should any dispute related to this contract and/or the rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Baguio City. In case of a court suit, the venue shall be the courts of competent jurisdiction in Baguio City, to the exclusion of other courts.

**Section 15. EFFECTIVITY.** This AGREEMENT shall take effect immediately upon its signing and receipt of copies by MPSPC of the Notice to Proceed issued by **RDC-CAR.**

IN WITNESS WHEREOF, the parties have hereto set their hands on this Memorandum of Agreement this 19<sup>th</sup> day of October 2016 in Baguio City, Philippines.

FOR THE RDCC-CAR:



**MILAGROS A. RIMANDO**  
Vice-chair, RDCC-CAR  
Regional Director, NEDA-CAR

FOR THE MPSPC:



**REXTON F. CHAKAS**  
President  
Mountain Province State Polytechnic College

SIGNED IN THE PRESENCE OF:



**MARISSA M. CABATO**  
SPCAR Team Leader



**VENUS GRACE K. FAGYAN**  
VP, Resource Generation & Linkages  
Mountain Province State Polytechnic College

REPUBLIC OF THE PHILIPPINES  
City of Baguio

BEFORE ME, A Notary Public for and in the City of Baguio, this October 19, 2016, personally appeared **MILAGROS A. RIMANDO**, Regional Director of National Economic and Development Authority-CAR with NEDA-CAR ID No. 489216 issued on October, 1989 at Baguio City, and **REXTON F. CHAKAS** President of MPSPC with ID No. 173-569-317 issued on March 31, 1997 at San Marcelino, known to me to be the same persons who executed the foregoing instrument consisting of five (5) pages including this page where the acknowledgment is written; that each page thereof has been signed by the parties and their instrument witnesses, and acknowledged to me that the same is their free and voluntary act and deed and those of the offices that they represent.

WITNESS MY HAND AND SEAL this 19<sup>th</sup> day of October, 2016 in Baguio City.

**JOEL M. SIBANEN**  
Notary Public

Until December 31, 2016  
PTR No. 246081000 No. 1003772  
January 8, 2018 Baguio City  
Roll No. 8442 Vol. 3, 2007  
Doc. No. 215 Page No. 43  
Book No. XXI Series of 2016  
63 Manahan Bldg. dugo Siliang st. B. C

Doc. No. 215  
Page No. 43  
Book No. XXI  
Series of 2016

**SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This **SUPPLEMENTAL MEMORANDUM OF AGREEMENT**, made and entered by and between:

The **REGIONAL DEVELOPMENT COUNCIL** of the Cordillera Administrative Region, with office address at Botanical Garden, Leonard Wood Road, Baguio City, represented by its Vice-Chairman and NEDA-CAR Regional Director **MILAGROS A. RIMANDO** and hereinafter referred to as **RDC-CAR**:

and

The **MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE**, of the Cordillera Administrative Region, with office address at Bontoc, Mountain Province represented by President **REXTON F. CHAKAS**, and hereinafter referred to as **MPSPC**.

**WITNESSETH, THAT:**

**WHEREAS**, the RDC-CAR and MPSPC previously entered and executed a Supplemental Memorandum of Agreement starting June 20, 2017 to March 31, 2018 for the project entitled **"Mapping and Marking of Cordillera Historical Sites"**;

**WHEREAS**, due to unforeseen events, the project completion as specified in the supplemental Memorandum of Agreement is no longer feasible;

**WHEREAS**, MPSPC manifested its intention to complete the project, nonetheless, but on an extended implementation period;

**WHEREAS**, MPSPC willfully and willingly agreed to complete the project as specified in the annexed work plan;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereto agree:

To extend the date of completion of the project "Mapping and Marking of Cordillera Historical Sites" from April 1, 2018 to December 31, 2018 based on the attached revised Work and Financial Plan.



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IN WITNESS WHEREOF, the parties have hereto set their hands on this **Supplemental** Memorandum of Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2018 in Baguio City, Philippines.

**FOR THE RDC-CAR:**



**MILAGROS A. RIMANDO**  
Vice-Chair, RDC-CAR  
Regional Director, NEDA-CAR

**FOR THE MPSPC:**




**REXTON F. CHAKAS**  
President  
Mountain Province State Polytechnic College

**SIGNED IN THE PRESENCE OF:**



**JEDIDIAL L. AQUINO**  
Secretary, RDC-CAR  
Assistant Regional Director, NEDA-CAR

**ANNIE GRAIL F. EKID**



Vice President for Research, Development & Extension  
Mountain Province State Polytechnic College




**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES  
Baguio City

BEFORE ME, a Notary Public, for and in consideration on this 4<sup>th</sup> day of October, 2018 at Baguio City personally appeared **MILAGROS A. RIMANDO**, Regional Director, National Economic and Development Authority-CAR, with ID No. **489216** issued on **October 1989** at Baguio City and **REXTON F. CHAKAS**, President Mountain Province State Polytechnic College, with ID No. **173-569-337** issued on March 1997 at Bontoc, Mountain Province, known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and those of the offices they represent.

WITNESS MY HAND AND SEAL, this 4 day of October, 2018 in Baguio City.

  
JOSE N. GO  
NOTARY PUBLIC  
UNTIL DECEMBER 24 2018  
PTR NO. 80593571-3-18  
TIN 183-340-362

Doc. No. 20  
Page No. 4  
Book No. 43  
Series of 2018.