

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

The **COMMISSION ON HIGHER EDUCATION (CHED)**, an agency of the National Government organized and established under Republic Act No. 7722 otherwise known as the "Higher Education Act of 1994," with office address at HEDC Bldg., C.P. Garcia Ave., U.P. Diliman, Quezon City, represented by its Chairman, **J. PROSPERO E. DE VERA III, DPA.**, herein referred to as "**GRANTOR**";

-and-

The **MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE**, a public Higher Education Institution with principal office at *Poblacion, Bontoc, Mountain Province* represented herein by its President, **REXTON F. CHAKAS, PH. D.**, herein referred to as "**GRANTEE**"

WITNESSETH: That,

WHEREAS, the **GRANTOR** is mandated by law to promote affordable, quality and relevant higher education that is accessible to all; ensure academic freedom and promote its exercise and observance for the continuing intellectual growth, advancement of learning and research, development of responsible and effective leadership, education of high-level and middle-level professionals and the enrichment of the historical and cultural heritage of the Philippines;

WHEREAS, the **GRANTOR** recognizes that there is a need to provide additional financial support to the **GRANTEE** in order to upgrade its institutional capability and sustain the development efforts towards meeting the challenges of producing the required manpower resources needed for accelerated national development.

WHEREAS, the **GRANTOR**, in the pursuit of these objectives and pursuant to **Commission en Banc Resolution No. R065 s. 2018** dated December __, 2018 shall allocate the amount **FOUR MILLION NINE HUNDRED THOUSAND PESOS (PhP 4,900,000.00)** for the herein **GRANTEE** for the project titled "Strengthening the Cultural, Social and Engineering Instructions and Research through an IPEd-based Resource Center."

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

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The **GRANTOR** shall:

- 1.1 Through its Higher Education Development Fund Secretariat, provide funding assistance to the **GRANTEE** in the amount of **FOUR MILLION NINE HUNDRED THOUSAND PESOS (PhP 4,900,000.00)** for the project titled "Strengthening the Cultural, Social and Engineering Instructions and Research through an IPed-based Resource Center."
- 1.2 Through its Monitoring and Evaluation Team, see to it that funds provided to the **GRANTEE** shall be used properly and for the intended purposes specified.

2. The **GRANTEE** shall:

- 2.1 Ensure proper implementation of the project titled "Strengthening the Cultural, Social and Engineering Instructions and Research through an IPed-based Resource Center." in the amount of **FOUR MILLION NINE HUNDRED THOUSAND PESOS (PhP 4,900,000.00)**;
- 2.2 Properly utilize the funds provided by the **GRANTOR** and shall see to it that these are used for the purpose for which the same are intended, in accordance with the approved Terms of Reference (TOR), Work and Financial Plan (WFP), Line Item Budget (LIB), and subject to the usual accounting and auditing rules and regulations;
- 2.3 Issue an Official Receipt for every amount received from the CHED-HEDF Secretariat;
- 2.4 Deposit the funds received from the **GRANTOR** with any government authorized depository bank nearest the project site;
- 2.5 Separately keep and maintain any/all necessary accounting ledgers/records for the project which shall be submitted one week after receipt of the request of any/all documents from the CHED Authorized Representative/s. The same shall be subjected to monitoring and evaluation by the CHED Authorized Representative/s. Any/all required

documents to be furnished must be certified as true copies by the person-in-charge.

- 2.6 Submit accomplishment/terminal report to the **GRANTOR** within sixty (60) days after the completion of the project.
- 2.7 Submit a liquidation report to the **GRANTOR**, certified correct by the Accountant and verified by the Auditor in charge of the school within sixty (60) days after the completion of the project.
- 2.8 Return to the CHED-HEDFS any/all income/interest earned/ generated from the use/deposit of any/all amount/part of the project fund within fifteen (15) but not more than thirty (30) calendar days after the end or termination of the project
- 2.9 Return to the CHED-HEDFS any/all unused balance of the project fund, including any/all income/interest earned/ generated from the same, upon pre-termination or completion of the project within forty-five (45) but not more than sixty (60) calendar days, pursuant to Executive Order No. 338;
- 2.10 Abide by the provisions of **COA Circular No. 94-103** which is made an integral part hereof and other government laws, rules and regulations directly or indirectly pertaining to projects funded either fully or partly by government agencies;
- 2.11 In realizing the program, and for the purpose of propriety, transparency and accountability, the **GRANTEE** shall faithfully observe the provisions of RA 9184 and its Implementing Rules and Regulations; and
- 2.12 Adhere to the prescribed accounting entries for booking up property/equipment purchased out of project funds.

VI. SEPARABILITY CLAUSE

In the event that one or more provisions contained herein shall be held invalid, illegal or unenforceable in any respect and for any reason, the remaining provisions shall remain valid, legal and enforceable.

VII. DOCUMENTS COMPRISING THIS AGREEMENT

All appendages hereto attached are hereby expressly made an integral part of this agreement by reference, excluding inconsistencies with any/all part, terms, and conditions contained in this Memorandum of Agreement.

VIII. EFFECTIVITY OF THE AGREEMENT

This Agreement shall take effect upon the release of the funds to the GRANTEE for the project implementation and shall be in effect for a period of 12 months from the date of receipt of the funds by the GRANTEE, unless further extension is requested in writing sixty (60) days prior to the expiration of the contract period. The said extension should be for a valid cause and a written approval is issued by the GRANTOR prior to the expiration of the original contract period. The request for extension does not entitle GRANTEE receipt of additional funds and any additional expense that may be incurred as a result of the extension shall be in the account of the GRANTEE. After a first extension is granted, no further extensions shall be allowed by the GRANTOR.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures this _____ day of _____ 2018 at _____, Philippines.

COMMISSION ON HIGHER
EDUCATION
GRANTOR

NAME OF SUC
GRANTEE

By:

By:

J. PROSPERO E. DE VERA III, DPA
Chairman, CHED

REXTON F. CHAKAS, PH. D.
President

(Board Resolution No. _____
dated _____ attached as Annex " _ ")

Signed in the presence of:

ATTY. JOSELITO C. ALISUAG, PH. D.
Director IV, OIQAG

OBIE NOE B. MADALANG
Project Leader

CERTIFIED AS TO AVAILABILITY OF FUNDS

₱4,900,000.00

CHIEF ACCOUNTANT, HEDES

off 03 10/3/19 2018 12 03 PM
12/28/19

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

City of _____)S. S.

BEFORE ME, a Notary Public, for and in the City of _____, this
_____ day of _____, 2018, personally appeared:
DEC 28 2018

| | CTC No. / ID No. | Issued on/Issue at |
|---------------------------------|----------------------------|--------------------|
| J. PROSPERO E. DE VERA III, DPA | CO-0394 | January 29, 2018 |
| REXTON F. CHAKAS, Ph.D. | TIN 173-569-337-000/93-055 | March 31, 1997 |

Made known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a Memorandum of Agreement (MOA) consisting of five (5) pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and place above written.

NOTARY PUBLIC

ATTY. FEDERICO T. MACABANGUN

NOTARY PUBLIC
UNTIL 2019

PTR NO. 7889288 1/16/2018

IBP NO. 25974 1/18/2018

ROLL NO. 19845

MCLE V COMPLIANCE NO. 00241943 11/4/2016

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