

**MEMORANDUM OF AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) entered into this \_\_\_ day of \_\_\_\_\_, 2021 \_\_\_\_\_, by and among:

**MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE (MPSPC)** with office address at Poblacion, Bontoc, Mountain Province, herein represented by **College President REXTON F. CHAKAS**, hereinafter referred to as **“MPSPC”**;

and

**LOCAL GOVERNMENT UNIT OF BONTOC, MOUNTAIN PROVINCE (LGU-Bontoc, Mountain Province)** with office address at Bontoc, Mountain Province, herein represented by **Municipal Mayor FRANKLIN C. ODSEY**, hereinafter referred to as **“LGU-BONTOC, MOUNTAIN PROVINCE”**;

**WITNESSETH:**

**WHEREAS**, the Cordillera Administrative Region which serves as the watershed cradle of Northern Luzon, urgently needs affirmative action on a variety of issues and concerns on water security and effective watershed management in order to effectively serve as source of water for domestic, agricultural and industrial needs of the region and the majority of Luzon;

**WHEREAS**, the MPSPC as the implementing institution for the project entitled **“Safe and Secure Water Supply for Mountain Indigenous Communities”** under the program **“Ensuring Water Security and Climate Resilience for Mountain Indigenous Communities in the Cordillera Through Technology-Enhanced Support Tools”** was granted support under the DOST-National Research Council of the Philippines (NRCP) in the amount of 4.9 million pesos to address water security for Mountain Communities in the Cordillera through technology-enhanced decision support tools for the management of safe water supplies.

**WHEREAS**, the approved project, is consistent with the Cordillera Regional Development Plan 2017-2022 and its companion document, the Cordillera Research and Development Agenda, particularly on the pursuit of research and development endeavors towards the design and development of disaster-resilient facilities and sound engineering and construction practices in mountainous areas

**WHEREAS**, MPSPC is mandated to advance relevant research and extension work to facilitate the growth and development of their service areas;

**WHEREAS**, the identified project sites are the Central Barangays of Bontoc, Mountain Province namely, Poblacion, Bontoc Ili, Caluttit and Samoki under the jurisdiction of LGU-BONTOC;

**WHEREAS**, MPSPC and LGU-BONTOC jointly pledge to extend their full cooperation to one another for the effective implementation of the project;

**REXTON F. CHAKAS, PH.D.**  
President, Mountain Province State Polytechnic College

**ANNIE GRAILY F. EKID, Ed.D.**  
Vice President for Research, Development and Extension, MPSPC

**Hon. FRANKLIN C. ODSEY**  
Mayor, Bontoc, Mountain Province

**Engr. JULIUS RHEUEL F. MALAFU**  
Waterworks Superintendent  
LGU-Bontoc, Mountain Province

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**NOW THEREFORE**, for and in consideration of the above premises, and of the mutual covenants and stipulations hereinafter set forth, the parties hereby agree to enter into this Memorandum of Agreement:

**I. OBJECTIVE**

The objective is to formalize the cooperation and productive collaboration between and among the involved parties in the implementation of the project titled “**Safe and Secure Water Supply for Mountain Indigenous Communities**”, which is more particularly described in the project document hereto attached as **Annex A**.

**II. ROLES AND RESPONSIBILITIES OF THE PARTIES**

The PARTIES shall have the following roles and responsibilities:

**The MPSPC shall:**

1. ensure the implementation and completion of the project for the attainment of the project’s objectives and outputs as specified in the project summary;
2. provide the appropriate project area/space to house the equipment and other facilities needed in the implementation of the program;
3. be responsible and accountable for the maintenance and safekeeping of the equipment acquired out of the project funds;
4. coordinate and disseminate project workplan details and development to the LGU;
5. involve the LGU in the project’s implementation and capacity building activities;
6. spearhead the formulation of policy recommendations towards safe and secure water supply; and
7. provide supplies and materials for trainings, and workshops under the approved project scope.

**The LGU- BONTOC, Mountain Province shall:**

1. provide access to available data;
2. co-implement the project in coordination with the MPSPC in accordance with the agreed project implementation schedule;
3. collaborate with the MPSPC on other necessary interventions needed for the efficient implementation of the project;
4. assign/designate a focal person for the project;
5. assist in the identification of specific sites, and site visits;
6. facilitate communications related to the project;
7. participate in capacity building activities and field works;
8. participate in translating research outputs into policies;
9. utilize research outputs derived from the project; and
10. provide counterpart in kind or in cash that were not included in the approved LIB subject to the availability of funds.

**REXTON F. CHAKAS, Ph.D.**  
President, Mountain Province State  
Polytechnic College

**ANNIE GRAY F. EKID, Ed.D.**  
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**Hon. FRANKLIN C. ODSEY**  
Mayor, Bontoc, Mountain Province

**Engr. JULIUS R. RHEU, F. MALAFU**  
Waterworks Superintendent  
LGU-Bontoc, Mountain Province

### III. CONFIDENTIALITY

- A. Definition.** During the course of this Agreement, each party may be given access to information (in hardcopy and/or electronic form) that relates to the other's past, present, and future research, development, business activities, products, services, and technical knowledge, which is identified by the discloser as confidential or which would be understood to be confidential by a reasonable person under the circumstances ("Confidential Information").
- B. Use.** A party may use or make copies of the Confidential Information of the other party only to the extent reasonably necessary for purposes of this Agreement. Otherwise, prior written consent of the discloser is necessary. In case publicity is needed and consented by the PARTIES during the term of this MOA, the PARTIES shall coordinate and agree beforehand the release and content of any press statement or other publicity emanating from any PARTY or its affiliates pertaining to the subject matter of this MOA.
- C. Protection.** Each party will protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own similar information, but in no event using less than reasonable standard of care.
- D. Exceptions.** Nothing in this Agreement will prohibit or limit a party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (a) previously known to it without an obligation not to disclose such information, (b) independently developed by or for it without use of the information, (c) acquired by it from a third party which is not, to the receiver's knowledge, under an obligation not to disclose such information, or (d) which is or becomes publicly available through no breach of this Agreement.
- E. Compelled Disclosure.** If the receiver receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, it will promptly notify the other party of such receipt and tender to the other party the defense of such subpoena or process. If requested by the other party, the receiver will reasonably cooperate (at the expense of the other party) in opposing such subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiver will then be entitled to comply with such request to the extent permitted by law.

### IV. COSTS AND OTHER EXPENSES

All costs and expenses to be incurred by each PARTY in connection with the performance of the PARTY's role under this MOA shall be borne by each PARTY without obligation from the other PARTY to pay or reimburse such costs and expenses.

**REXTON F. CHAKAS, Ph.D.**  
President, Mountain Province State  
Polytechnic College

**ANNIE GRACIA F. EKID, Ed.D.**  
Vice President for Research, Development  
and Extension, MPSPC

**Hon. FRANKLIN C. ODSEY**  
Mayor, Bontoc, Mountain Province

**Engr. JULIUS RHEUEL F. MALAFU**  
Waterworks Superintendent  
LGU-Bontoc, Mountain Province

**V. SETTLEMENT OF DISPUTES**

Any differences or disputes that may arise between the Parties relating to any matter under this MOA will be settled amicably by consultation and negotiation between PARTIES.

**VI. EFFECTIVITY, AMENDMENT, TERMINATION**

**A. Effectivity.** This MOA shall become effective upon signing hereof and shall coincide with the duration of the project, and in force until terminated by the PARTIES hereto upon written notice sent by one PARTY to the others not less than fifteen (15) days prior to the intended date of termination stated in such notice.

**B. Amendment.** Amendments or modifications to this MOA shall be made by agreement in writing and signed by all PARTIES.

**C. Termination Events.** This Agreement will terminate upon occurrence of any of the following events:

1. If either party materially breaches this Agreement and the breaching party does not cure the breach within five (5) days after it receives written notice of such breach;
2. The parties agree in writing to terminate this Agreement.

**D. Survival.** All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

**E. Notice of Termination.** In the event of termination of this Agreement, except as otherwise stated herein, the terminating party will first provide written notice of the intent to terminate to the other party, the reason(s) for termination and the effective date of termination.

**VII. MISCELLANEOUS**

**A. Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to its subject matter, and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written. Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source, other than those that are expressly contained within this Agreement. This Agreement may be executed by facsimile and in any number of counterparts, each of which will be considered an original for all purposes, and all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the original or the same counterpart.

**B. Relationship of the Parties.** Neither party will be deemed a joint employer of the other party's employees. Each party will be responsible for any and all claims by its employees. Neither party's employees will be deemed "leased" employees of the other for any purpose. In connection with this Agreement, each party is an

**REXTON F. CHAKAS, Ph.D.**  
President, Mountain Province State Polytechnic College

**ANNIE GRANT F. EKID, Ed.D.**  
Vice President for Research, Development and Extension, MPSPC

*[Signature]*  
**Hon. FRANKLIN C. ODSEY**  
Mayor, Bontoc, Mountain Province

*[Signature]*  
**Engr. JULIUS RHEUEL F. MALAFU**  
Waterworks Superintendent  
LGU-Bontoc, Mountain Province

*[Signature]*

independent contractor and does not have any authority to bind or commit the other. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose.

**C. Non-Solicitation.** Neither party will, without the prior written consent of the other party, solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf, any of the other party's Personnel or the Personnel of its Affiliates during the Personnel's participation in the Services or during the twelve (12) months after the conclusion of such Services. For purposes of this Section, "Personnel" includes any individual or company a party employs or has employed as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the Services. If a party breaches this Section, the breaching party will pay compensation to the non-breaching party in the form of liquidated damages equal to the greater of one (1) year's compensation either (a) offered to the Personnel by the breaching party or (b) paid or offered to the Personnel by the non-breaching party. However, this Section will not apply to Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) non-targeting such Personnel.

**D. Assignment.** Either party may assign this Agreement to an Affiliate provided that the assignor remains responsible for the obligations of the assignee. Neither party may otherwise assign this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld or delayed.

**E. Judicial Modification.** If a court of competent jurisdiction or arbitral panel finds any term or provision of this Agreement to be invalid, illegal or otherwise unenforceable, such term or provision will not affect the other terms or provisions of this Agreement or this Agreement as a whole. Such term or provision will be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable while preserving to the fullest extent permissible, the intent and agreements of the parties set forth in this Agreement. Upon such modification, the rights and obligations of the parties will be construed and enforced in accordance with such modification.


**F. Notice.** Any notice or other communication provided under this Agreement will be in writing and will be effective: (a) when delivered personally to the other party, (b) five (5) days following deposit of such notice or communication into the Philippine mail system (registered mail, return receipt requested), or (c) upon delivery by overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth below. Either party may designate a different address by giving notice to the other party in accordance with this Agreement.

**G. Force Majeure.** Neither party will be liable for any delays or failures in performance (other than payment obligations under this Agreement), losses or damage due to circumstances beyond its reasonable control, including without limitation, acts of God, disease, war, terrorism or the public enemy, riot, civil commotion or sabotage, expropriation, condemnation of facilities, changes in law, national or state emergencies or other governmental action, strikes, lockouts, work stoppages or other such labor difficulties, floods, droughts or other severe weather, fires, explosions or other catastrophes, or accidents causing damage to or destruction, in whole or in part, of the equipment or property necessary to perform the party's roles and responsibilities.

  
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President, Mountain Province State  
Polytechnic College

  
**ANNIE GRAIL BEKID, Ed.D.**  
Vice President for Research, Development  
and Extension, MPSPC

  
**Hon. FRANKLIN C. ODSEY**  
Mayor, Bontoc, Mountain Province

  
**Engr. JULIUS RHUEL F. MALAFU**  
Waterworks Superintendent  
LGU-Bontoc, Mountain Province



**H. No Waiver.** No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement is not a waiver of that party's right to later enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

**I. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Philippines, without giving effect to conflict of law rules.

This Memorandum of Agreement shall take effect upon notarization.

**IN WITNESS WHEREOF,** the PARTIES hereto, through their respective representatives, affix their signatures on the date and at the place first above written.


**MOUNTAN PROVINCE STATE POLYTECHNIC COLLEGE**

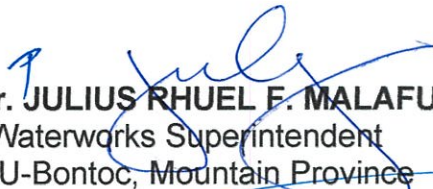
  
**REXTON F. CHAKAS, Ph.D.**  
College President III

**LGU BONTOC, MOUNTAIN PROVINCE**

  
**Hon. FRANKLIN C. ODSEY**  
Municipal Mayor

**SIGNED IN THE PRESENCE OF:**

  
**ANNIE GRAIL FLEKID, Ed.D.**  
Vice President for Research,  
Development and Extension

  
**Engr. JULIUS RHUEL F. MALAFU**  
Waterworks Superintendent  
LGU-Bontoc, Mountain Province

  
**Sindi E. Gof**

**ACKNOWLEDGMENT**

Republic of the Philippines)  
*[Signature]* S.S.

**BEFORE ME**, a Notary Public in and for Bontoc, Mountain Province, Philippines, personally appeared the following persons presenting to me competent proof of their identity:

Name	Evidence of Identity	Date/ Place Issued
Rexton F. Chakas	TIN 173 569 337	March 32, 1997/ Bontoc, Mountain Province
Annie Grail F. Ekid	TIN 917-006-101	Bontoc, Mountain Province
Franklin C. Odsey	PO1-10-000207	Bontoc, Mountain Province
Julius Rhucl F. Malafu	TIN 917 - 689 -131	Bontoc, Mountain Province

Known to me and to me known to be the same persons who executed for the foregoing Memorandum of Agreement, and they acknowledged to me that the same is their free and voluntary act and deed and the institutions they respectively represent.

This instrument refers to a Memorandum of Agreement consisting of seven (7) pages including this page wherein this acknowledgement is written, signed by the parties and their respective witnesses on each and every page thereof, and sealed with my notarial seal.

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

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*[Signature]*  
**JOSE N. CO**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2021  
 PTR NO. 727489 14-21  
 TIN 183-340-362  
*NC to 2020-1027/109-1222*