

**MEMORANDUM
OF
AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and entered into by and among:

The **INDIGENOUS CULTURAL COMMUNITIES / INDIGENOUS PEOPLES (ICC/IPs)** of the Bontok Tribe of Central Bontoc composed of Bontoc Ili, Poblacion, Caluttit, Samoki, all in the Municipality of Bontoc, Mountain Province, herein represented by its chosen Council of Elders/Leaders, whose members are residents with postal addresses at Bontoc Ili, Poblacion, Caluttit, and Samoki, Bontoc, Mountain Province, hereinafter referred to as **FIRST PARTY**.

JOY FRAINE M. NGODCHO, a faculty member of the Mountain Province State Polytechnic College (MPSPC) with postal address at Poblacion, Bontoc, Mountain Province, and researcher on Bontoc Customary Laws and Family Relations vis-à-vis Philippine Laws, Bontoc Customary Laws on Property and Succession vis-à-vis Philippine Laws, and The Bontoc Tengaõ Custom: Its Legal Implications, hereinafter referred to as **SECOND PARTY**.

and

The **NATIONAL COMMISSION ON INDIGENOUS PEOPLES (NCIP)**, as government agency under the Office of the President of the Republic of the Philippines created under Republic Act 8371, otherwise known as the Indigenous Peoples Rights Act of 1997 (IPRA) with principal office at 2/4 N. Dela Merced Bldg., West Corner Quezon Avenues, Quezon City, and herein represented by **Atty. ROLAND P. CALDE** in his capacity as NCIP-CAR Regional Director referred to as the **THIRD PARTY**.

WITNESSETH:

WHEREAS, pursuant to section 44 (m), 46 (a) 57, 58, 59 and 7 (b) & (c) of IPRA and other related provisions, the Guidelines on the Research of Indigenous Knowledge Systems and Practices of the Indigenous Peoples or NCIP-AO no. 01 series of 2012 for the issuance of the Free and Prior Informed Consent (FPIC), it is a state policy that the process of securing the Free and Prior Informed Consent (FPIC) of the concerned Indigenous Cultural Communities / Indigenous Peoples (ICCs/IPs) be done with utmost regard to the overriding right of the ICCs/IPs to the management, development, use in utilization of their own land and resources within their Ancestral Domain and Ancestral Lands;

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WHEREAS, primary to the issuance of consent by the concerned ICCs/IPs, and the details if the proposal is favorable, is the execution of a Memorandum of Agreement (MOA) between and among the ICCs/IPs and the proponent;

WHEREAS, after being fully informed of their rights as ICCs/IPs and the details of the proposed research project, the concerned ICCs/IPs freely and voluntarily offer no objection to the proposed research for as long as the Terms and Conditions as agreed upon will be complied with. However, the Free and Prior Informed Consent (FPIC) to the proposed research project will be in a separate instrument and to be issued after the execution hereof;

WHEREAS, the representatives of the parties hereto have been duly authorized by their respective principals;

NOW THEREFORE, for and in consideration of the foregoing premises and after conducting due consultation, the parties now enter into this Memorandum of Agreement and stipulate as follows:

COMMITMENTS AND OBLIGATIONS OF THE HOST ICCs/IPs THRU THE COUNCIL OF ELDERS / LEADERS

- 1.1 No objection of FPIC. The concerned ICCs/ IPs offer no objection to the proposed researches and hereby manifest their endorsement to the said proposed researches on Bontoc Customary Laws on Family Relations vis-à-vis Philippine Laws, Bontoc Customary Laws on Property and Succession vis-à-vis Philippine Laws, and the Bontoc Tengao Custom: Its Legal Implication, all in Central Bontoc, Bontoc, Mountain Province, Philippines freely and voluntarily and after being informed of their rights as ICCs/IPs and the details of the proposed research.
- 1.2 Access. Upon issuance of Free and Prior Informed Consent of all the affected ICCs/IPs, allow the uninterrupted performance of research and operation activities within the area.
- 1.3 Peace and Security. Undertake measures within their control to safeguard the person of Ms. Joy Fraine M. Ngodcho and her agents from undue harm.
- 1.4 Monitoring. Cooperate and provide support to Ms. Joy Fraine M. Ngodcho and to the NCIP staff in the monitoring of the research activities, in coordination with the Municipal and Barangay LGUs.
- 1.5 Respect and Honor the Memorandum of Agreement to be executed between the Elders / Leaders of Central Bontoc, Bontoc, Mountain Province and Ms. Joy Fraine M. Ngodcho.

COMMITMENTS AND OBLIGATIONS OF MS. JOY FRAINE M. NGODCHO

- 2.1 To conduct researches on the afore-stated topics on the Indigenous Peoples of the Philippines particularly the Bontok tribe of Central Bontoc, Bontoc, Mountain Province.
- 2.2 To use standard techniques for conducting research through comprehensive interviews with the respondent.
- 2.3 To collect information on the Bontoc Customary Laws to the IP's of Central Bontoc, Bontoc, Mountain Province.
- 2.4 To conduct the research for a period of three (3) months but may extend additional field work if required.
- 2.5 To bring all data gathered to the Mountain Province State Polytechnic College (MPSPC) for further analysis and upon completion of the study. Result will be furnished to the community.

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- 2.6 To ask assistance from leaders / elders of Central Bontoc as informants, guides during the field work and shall be compensated.
- 2.7 To respect and honor the Memorandum of Agreement executed between Ms. Joy Fraine M. Ngodcho and the elders / leaders of Central Bontoc, Mountain Province.
- 2.8 To continue volunteer work in providing trainings to the community and establishing linkages to other offices and academes appropriate to the needs as requested by the community.
- 2.9 To provide NCIP and LGUs with progress report on the results of the research.

COMMITMENTS AND OBLIGATIONS OF NCIP

- 3.1 To register the Council of Elders / Leaders for records and recognition purposes.
- 3.2 To monitor the compliance with the terms and conditions of this MOA and other associated responsibilities as may be deemed appropriate in accordance with the IPRA.
- 3.3 Respect and honor the Memorandum of Agreement to be executed between the IPs/ICCs of Central Bontoc and Ms. Joy Fraine M. Ngodcho.

CONFLICT RESOLUTION

- 4.1 Coverage. The following shall be subject to the conflict resolution process.
 - 4.1.1 All cases or conflicts between and among the members of the ICCs/IPs arising or resulting from the implementation of the provisions of this agreement.
 - 4.1.2 All cases of conflict involving the ICCs/IPs of Central Bontoc against Ms. Joy Fraine M. Ngodcho or her agents relative to the provisions of the agreement, and
 - 4.1.3 All other cases of conflicts that may be referred by the parties.

4.2 Settlement Process. The existing traditional justice system with the Council of Elders / Leaders and/or the Katarungang Pambarangay Law at the option of the complainant shall apply to the settlement of conflict involving members of the ICCs/IPs and/or Joy Fraine M. Ngodcho of the Mountain Province State Polytechnic College.

4.3 Venue of Action. Any complaint or case from the implementation hereof relating to the provisions hereof which are not covered by the provisions on conflict resolution, its interpretation or violation shall be filed in accordance with NCIP Administrative Order Circular No. 1, series of 2003, otherwise known as the Rules on Pleadings, Practices and Procedure before the NCIP.

PROHIBITED ACTS AND SANCTIONS

5.1 Sanctions:

Any party to this agreement who willfully or negligently fails to comply with this obligations or responsibilities pursuant to the provisions of this Memorandum of Agreement may be proceeded against in accordance with the traditional justice system of the ICCs/IPs and/or the Katarungang Pambarangay Law or before the NCIP Regional Hearing Office or relief from the court of competent jurisdiction.

5.2 Prohibited Acts:

5.2.1 Force, violence, intimidation, threats, or coercion shall not be used in any manner by any of the parties to this agreement relative to the enforcement of each respective responsibility.

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5.2.2 Possession of firearms by unauthorized members of the ICCs/IPs and Ms. Joy Fraine M. Ngodcho of MPSPC.

5.2.3 Bribery or promise of money, privilege, benefit or reward other than those presented during the consultations and as contained in this MOA.

5.2.4 Clandestine or surreptitious negotiations done without the consent of the Council of Elders / Leaders.

5.2.5 Consorting with any person for the conduct of gambling or showing of prohibited films within the ancestral domain.

5.2.6 Cutting of trees without the consent of the landowner and/or the Council of Elders and in accordance with other existing rules and regulations.

MONITORING AND EVALUATION

6.1 Ocular Inspection. NCIP shall conduct ocular inspection of projects at anytime during the implementation thereof to ensure proper implementation in accordance with plans and specifications. Ms. Joy Fraine M. Ngodcho shall provide full assistance to the NCIP in the conduct thereof.

6.2 Multi-partite Monitoring Team. There shall be a multi-partite Monitoring team composed of NCIP employee, as team leader; representatives from the Council of Elders, and LGU. This team shall be responsible for the monitoring of the progress of projects and programs given as benefits and also for the compliance of Ms. Joy Fraine M. Ngodcho with the provisions hereof.

6.3 Access to Record. During the lifetime of this agreement, the duly appointed representatives of the NCIP shall have full assistance from Ms. Joy Fraine M. Ngodcho for monitoring and evaluation by NCIP of both parties on the compliance with the terms of this agreement.

6.4 Visitorial Powers / Monitoring by NCIP. Notwithstanding the creation of a Multi-partite monitoring team, and pursuant to its mandate under R.A. 8371, the NCIP shall independently monitor and evaluate compliance by both parties of the terms and conditions of this agreement in order to ensure faithful and timely compliance of the terms of this agreement.

FINAL PROVISION

7.1 Limitation of Consent. The Free Prior and Informed Consent (FPIC) given shall be limited only to the researches on Bontoc Customary Laws on Family Relations vis-à-vis Philippine Laws, Bontoc Customary Laws on Property and Succession vis-à-vis Philippine Laws, and The Bontoc Tengao Custom: Its Legal Implications, all in Central Bontoc, Bontoc, Mountain Province starting from the execution thereof until the end of the research. However, the FPIC given shall be considered as cancelled or recalled in any of the following instances:

7.1.1 The implementation of the research project shall have ben found to cause environmental destruction resulting to ill health among the residents or has adversely affected the sources of livelihood of the community.

7.1.2 Ms. Joy Fraine M. Ngodcho deliberately fails to comply, after written demand with any of the terms and conditions of this agreement.

7.2 Force Majeure. All financial obligations of Ms. Joy Fraine M. Ngodcho under this agreement shall be immediately suspended in the event a work stoppage occur in the research due to force majeure and other circumstances beyond the reasonable control of Ms. Joy Fraine M. Ngodcho which shall be effective upon

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written notice, unless the cause of stoppage of work is due to the fault or negligence of Ms. Ngodcho.

7.3 Termination of Contract. In case Ms. Joy Fraine M. Ngodcho determines to permanently cease its operation during the validity of this agreement, it shall give written notice to terminate this agreement which shall take effect after full rehabilitation of excavations and ecological damages, if there be any.

7.4 Change of Representatives / Addresses. In case of representatives and/or address subsequent to the execution of this agreement, the concerned party shall immediately give written notice of such fact to the other parties to this agreement.

7.5 Non-diminution / Non limitation of rights and obligations. Nothing in this agreement shall be construed to diminish the rights of the ICC's/IPs provided under R.A. 8371 or related laws, rules and regulations. Moreover, nothing in this agreement shall be construed to prevent the institution or grant of additional programs, projects or benefits that may be provided by Ms. Joy Fraine M. Ngodcho and/or other entities. Provisions of other benefits are subject for negotiation during operation.

7.6 Warranty. The parties of this agreement hereby warrant that their respective signatories are duly authorized to execute this agreement in accordance with their respective corporate / customary practices.

7.7 Non-transferability of Consent. The Free Prior and Informed Consent (FPIC) granted shall not be transferable to any party.

7.8 Official Version. For the protection of the ICCs/IPs, the English version of the agreement shall be the official version that shall govern the parties hereof. Each and every provision of the English version was explained in Ilocano, Kankanaey and Bontok dialects, which are spoken and known to them.

7.9 Amendments. Changes, and/or amendments to this agreement shall be effective only if made in writing and signed by all parties.

7.10 Separability Clause. Any provision of this MOA which maybe held or declared as invalid by any competent government authority shall not affect the other provisions hereof, and shall continue to be in full force and effect.

7.11 Effectivity. This Memorandum of Agreement shall take effect upon issuance of the NCIP Certification Precondition / Compliance Certificate.

Done this 13th day of January 2016 at Bontoc Ili, Bontoc, Mountain Province.

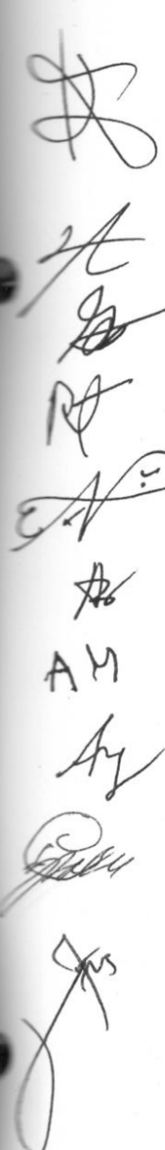
FOR THE BONTOK TRIBE OF CENTRAL BONTOC, BONTOC, MOUNTAIN PROVINCE.

(Represented by the Council of Elders / Leaders)

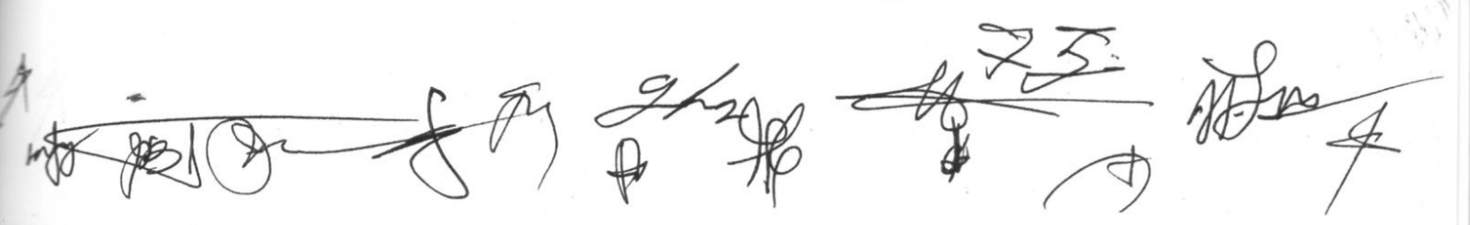
FIRST PARTY


ALEXANDER PANA-ANG
Punong Barangay – Bontoc Ili


JOHN ENGGEG
Punong Barangay – Samoki









TIMOTHY PONGAD, JR.
Punong Barangay – Caluttit


CLEMENTE POLOC
IPR & Elder – Bontoc Ili


ESTEBAN PAKEO-AN
IPR & Elder – Bontoc Ili


FIDELIS TAKAYENG
Elder – Bontoc Ili


ANTONIO PAT-OGAN
Kagawad & Elder – Bontoc Ili


PASCUAL LAN-AO, JR.
Kagawad & Elder – Bontoc Ili



ROSARIO TAD-AWAN
Elder – Bontoc Ili


ROSA ANGANNOY
Kagawad – Bontoc Ili

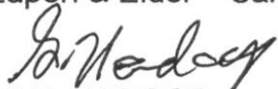

NENITA CASTRO
Kagawad & Elder – Poblacion


GIOVANNI AGUANA
Kagawad – Poblacion


ASUNCION DIAZ
Kagawad & Elder – Caluttit


JAIME KEWAN
Kagawad – Caluttit


GEORGE SAIPEN
Lupon & Elder – Samoki


LIVA NADCOP
Elder – Samoki

YUL 
BRYNER BANDONILL
Punong Barangay – Poblacion


JOSEPHINE MASEGMAN
IPR & Elder – Bontoc Ili


NAPOLEON LINMAYOG, SR.
Kagawad & Elder – Bontoc Ili


ANTONIA MAGKACHI
Elder – Bontoc Ili



FRANCIS LIMOG
Kagawad – Bontoc Ili


MICHAEL ALLDAWEY
Elder – Bontoc Ili



JOHN TANGILAG
Elder – Bontoc Ili


CARLOS ALLATOG
Kagawad & Elder – Bontoc Ili


GODELIVA CHANGAT
Kagawad & Elder – Poblacion


JEFFERSON SAGUIBAL
Kagawad – Caluttit


MONTANA GASMENA
Kagawad – Caluttit


HERBERT AWICHEN
Kagawad & Elder – Samoki


TOMASA AGCALAO
Lupon & Elder – Samoki


GEORGE ATIN
Elder – Samoki






JOSEPH KILUYEN
Elder - Samoki

LEOPOLD FADCHAR
Elder - Samoki

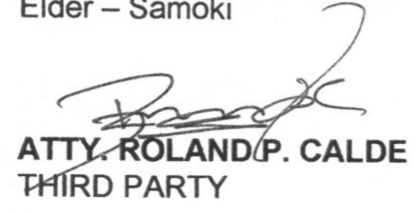

JOY FRAINE M. NGODCHO
SECOND PARTY

Witnesses:


NELIA FOKLEG


AIDA FOMOCAO
Elder - Samoki


ANTONIO AKACHANG
Elder - Samoki


ATTY. ROLAND P. CALDE
THIRD PARTY


CYPRINE SINADCOP

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Mountain Province on the date and place above written, personally appeared the above-named parties, personally known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and voluntary deed.

The instrument pertains to a Memorandum of Agreement consisting of seven (7) pages including the page whereon this acknowledgement was written, duly signed by the parties and their witness on each and every page.

Witness my hand and notarial seal.

January 13, 2016, Bontoc, Mountain Province.

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SERIES OF 2016


SEDJO JIMLAN
Notary Public
Notary Commission No. 2015-4
Until December 31, 2017
Roll No. 41217 Manila
IBP No. 0999292/12-15-MT PROVINCE
PTR No. 370495/001 04-16/PTO MT PROV
MCLE Compliance No. V-008743 until 04-14-2019
Gov. Government Center Building Poblacion, Bontoc, Mountain Prov

