

**MEMORANDUM OF AGREEMENT**  
**on the**  
**Establishment of the Magic 7+ Consortium**

This **Memorandum of Agreement** entered into and executed by and between:

The **BENGUET STATE UNIVERSITY**, hereinafter referred to as "**BSU**", a state university duly created by virtue of Presidential Decree No. 2010, with principal office at La Trinidad Benguet, Philippines and represented herein by its President, **DR. FELIPE SALAING COMILA**;

and

The **CENTRAL LUZON STATE UNIVERSITY**, hereinafter referred to as "**CLSU**" an institution of higher learning established by virtue of Republic Act No. 4067, with principal office at Science City of Muñoz, Nueva Ecija, Philippines, represented by **DR. EDGAR A. ORDEN**, duly authorized in his capacity as President;

and

The **CENTRAL MINDANAO UNIVERSITY**, hereinafter referred to as "**CMU**", a state university duly established by virtue of Republic Act No. 4498, with office address in Musuan, Maramag, Bukidnon, Philippines and represented herein by its President, **DR. JESUS ANTONIO G. DERIJE**;

and

The **DON MARIANO MARCOS MEMORIAL STATE UNIVERSITY**, hereinafter referred to as "**DMMMSU**", an institution of higher learning created by virtue of P.D. 1778, with principal office at Bacnotan, La Union, Philippines, represented by **DR. JAIME I. MANUEL, JR.**, as duly authorized in his capacity as President;

and

The **MARIANO MARCOS STATE UNIVERSITY**, hereinafter referred to as "**MMSU**", an institution of higher learning created by virtue of P.D. 1279, with principal office at Quiling Sur, City of Batac, Ilocos Norte, Philippines, represented in this act by **DR. SHIRLEY C. AGRUPIS**, duly authorized in her capacity as President;

and

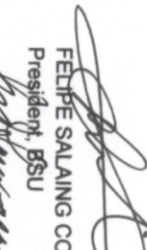
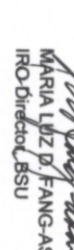
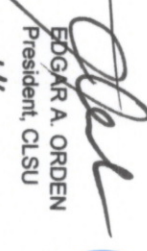
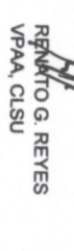



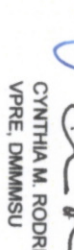

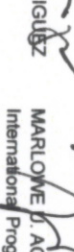




The **MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE**, hereinafter referred to as "**MPSPC**", an institution of higher learning established by virtue of RA 7182, with principal office at Bontoc, Mt Province, Philippines, represented in this act by **DR. REXTON F. CHAKAS**, duly authorized in his capacity as President;

and

The **UNIVERSITY OF SOUTHEASTERN PHILIPPINES**, hereinafter referred to as "**USEP**", an institution of higher learning established by virtue of Batas Pambansa Bilang 12, with principal office at Obrero, Davao City, Philippines, represented in this act by **DR. LOURDES C. GENERALAO**, duly authorized in her capacity as President;

**WITNESSETH:**

**WHEREAS**, the **Magic 7+** is to implement collaborative research, extension, and academic programs with funding support from various agencies and agree to produce HEIs with world class competencies through relevant discoveries and technologies for community empowerment;

  
**FELIPE SALAING COMILA**  
 President, BSU  
  
**MARIA LIZA P. FANG-ASAN**  
 IRO-Director, BSU  
  
**EDGAR A. ORDEN**  
 President, CLSU  
  
**RENATO G. REYES**  
 VP/AA, CLSU  
  
**JESUS ANTONIO G. DERIJE**  
 President, CMU  
  
**ESTRELLA Y. DACILLO**  
 Extension Director, CMU  
  
**JAIME I. MANUEL, JR.**  
 President, DMMMSU  
  
**CYNTHIA M. RODRIGUEZ**  
 VP/RE, DMMMSU  
  
**SHIRLEY C. AGRUPIS**  
 President, MMSU  
  
**MARLOWE J. AQUINO**  
 International Programs Chief, MMSU  
  
**REXTON F. CHAKAS**  
 President, MPSPC  
  
**VENUS GRACE K. FAQYAN**  
 VP/GRL, MPSPC  
  
**LOURDES C. GENERALAO**  
 President, USEP  
  
**MERVIN G. GASCON**  
 Director, IAD, USEP



**WHEREAS, BSU** is a higher education institution providing tertiary and advanced instruction in agriculture, natural and applied sciences and technology as it also trains professionals in other fields such as education, communication, business and entrepreneurship. The university engages in research to seek new technologies, promote sustainable development, and generate new knowledge. It was rated 3 stars under the QS Stars Rating System;

FELIPE SALAING COMILLA  
President, BSU  
MARIA LUIZ D. FANGASAN  
IRO Director, BSU  
EDGAR A. ORDEN  
President, CLSU  
REYNATO G. REYES  
VPA, CLSU

**WHEREAS, CLSU** is ranked as a 5-star university in employability, teaching and inclusiveness by the QS Stars Rating, has 6 CHED Centers of Excellence (agriculture, agricultural and biosystems engineering, biology, fisheries, teacher education, and veterinary medicine) and is a CHED - recognized National University of Agriculture and Fisheries in the Philippines. It is a premier institution of agriculture in Southeast Asia known for its breakthrough researches in smart farming, aquaculture (pioneer in the sex reversal of tilapia), ruminant, crops, mushrooms, orchard, and water management, living through its vision of becoming "a world-class National Research University for science and technology in agriculture and allied fields;

**WHEREAS, CMU**, as a state university shall provide programs of instruction at all levels in the arts, sciences, technical, professional, educational, and philosophical fields, and shall concern itself with "pure" and "applied" research and extension in all branches of knowledge for the intellectual and professional growth of faculty members, for the advance instruction of students, particularly graduate students, and for increasing knowledge and understanding;

JESUS ANTONIO G. DERIJE  
President, CMU  
ESTRELLA Y. BACILLO  
Extension Director, CMU

**WHEREAS, DMMMSU** is a state university that provides advanced instruction in arts, agriculture, fishery, engineering, and natural sciences as well as in other professional and technological fields to promote research and engage in extension work;

JAMES AMANDEL, JR.  
President, DMMMSU  
CYNTHIA M. RODRIGUEZ  
VPRE, DMMMSU

**WHEREAS, MMSU** is a CHED-recognized National Universities of Agriculture and Fisheries in the Philippines, Center of Excellence in in Teacher Education, and a Center of Development (COD) in four other disciplines, namely: 1) Agriculture; 2) Biology; 3) Forestry; and 4) Information Technology. It also offers competitive programs in engineering, arts and sciences, business, and health sciences. The University's research program is geared toward the development of cutting-edge technologies in improvement, plant genetic resources conservation and management, engineering and information technology, business and industry, environment and climate change, health, and education. It received a 3-Star from the QS Star Audit;

SHIRLEY C. AGRUPIS  
President, MMSU  
MARLOWE U. AQUINO  
International Programs Chief, MMSU

**WHEREAS, MPSPC** is a public tertiary educational institution providing higher professional, technical and special instructions for special purposes and promote research and extension services, advanced studies and progressive leadership in agriculture, education, forestry, engineering, arts science, humanities and other fields;

REXTON F. CHAKAS  
President, MPSPC  
VENUS GRATEREK FAGYAN  
VP/GRL, MPSPC

**WHEREAS, USEP** is a higher education institution offering graduate and undergraduate academic programs in the fields of engineering, education, arts and sciences, economics, business, computing, governance, development, resource management, technology, agriculture, and forestry;

**WHEREAS**, it is the mutual interest of **BSU, CLSU, CMU, DMMMSU, MMSU, MPSPC** and **USEP** to form a consortium known as "Magic 7+" that will collaborate in the implementation of complementary research and academic undertakings that maximize the strength of each university in the attainment of common interest that promotes academic excellence, relevant and innovative research, and responsive extension and development technologies;

EDUARDES C. GENERALAO  
President, USEP  
MERVIN G. GASCON  
Director, IAD, USEP

**WHEREAS**, the Magic 7+ universities intend to set up the Consortium with the aim of developing innovative and inclusive academic programs that are at par with international standards;

**WHEREAS**, the Magic 7+ universities have agreed to partner with International Entities such as, but not limited to, the Embassy of Canada for projects along Agriculture, Indigenous Studies, Climate Change, and Food Security; and

**WHEREAS**, during a meeting last March 12-13, 2020, the Magic 7+ universities have drawn a roadmap with specific targets on collaborating with other Universities locally and internationally; creating various consortium projects for the member SUCs; tapping funding opportunities; sharing technical expertise on drawn up projects; and exploring an elaborate engagement on Precision Agriculture.

**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 establish a Consortium, under the following terms and conditions:

**A. The Consortium**

The 7 State Colleges and Universities hereby agree to establish a consortium which shall engage in innovative research collaborations and academic engagements with universities in Canada including but not limited to the University of Saskatchewan, Dalhousie University, and the University of Prince Edward Island. For all intents and purposes, the Consortium entity established shall be known as "Magic 7+".

For communication purposes, all communication/letters shall be addressed to the Consortium business address at the Office of the Consortium Chair. The chairmanship shall be in rotation for two years and it is presently lodged at Benguet State University, La Trinidad, Benguet.

**B. Scope**

The Magic 7+ universities agree to encourage and promote the following activities:

- (a) Collaborative research, extension, and development activities
- (b) Curriculum and academic development
- (b) Exchange of students for internship
- (c) Capacity building among members of the consortium
- (d) Faculty exchange, joint lectures, conferences and symposia
- (e) Dissemination and joint publication
- (f) Resource generation
- (g) Other activities deemed appropriate by mutual consent

**C. Goals and Objectives**

Goal 1: To strengthen and expand international partnerships

- o Design and develop innovative twinning programs between Philippine and Canadian HEIs

Goal 2: To develop innovative and inclusive academic programs which are at par with international standards

- o Develop unconventional training programs infused with global perspectives for faculty and staff
- o Develop programs on faculty and student mobility/exchange between Philippine and Canadian HEIs


Goal 3: To develop innovative and inclusive research and development programs that are at par with international standards


- o Pursue collaborative research programs in precision agriculture, indigenous knowledge systems, food security, and climate change

**D. Administration of the Consortium**

The management of the consortium shall be composed of the following:


1. There shall be a Board of Advisers (BOA) which shall consist of the heads of the 7 HEIs which shall oversee and direct the consortium. The Chair shall be elected


  
FELIPE SALAINIG COMILA  
President, BSU


  
EDGAR A. ORDEN  
President, CLSU


  
JESUS ANTONIO G. DERJUE  
President, CMU

  
JAMES MANUEL, JR  
President, DMMMSU

  
SHIRLEY C. AGRUPIS  
President, MMSU

  
REXTON F. CHAKAS  
President, MeSPC

  
LOURDES C. GENERALAO  
President, USep

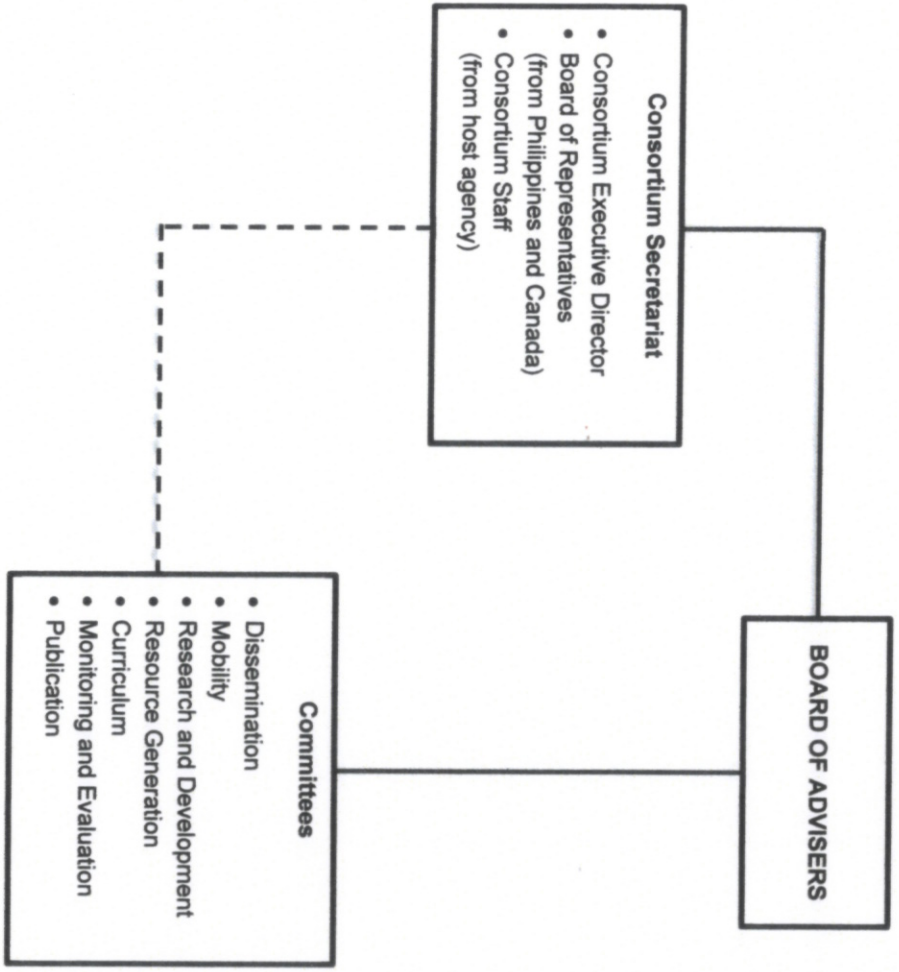
  
MERVIN G. GASCON  
Director, IAD, USep

  
MARLOWE J. AQUINO  
International Programs Chief, MMSU

  
VENUS GRACE K. FAGYAN  
VPGR, MPSPC

- by the members. The BOA shall be the decision-making body for the Consortium. The BOA shall not deliberate and decide unless a simple majority of its members are present. All decisions must be taken by a simple majority of the members of the Board of Advisers present.
- There shall be a consortium secretariat which shall be composed of the Consortium Executive Director, Board of Representatives (from Philippines and Canada) and Consortium Staff (from the host agency).
  - There shall be 7 committees as follows:
    - Mobility - in charge of coordinating and facilitating the exchange of faculty members, staff and students both inbound and outbound;
    - Curriculum- develop plan for the enhancement of the curriculum and facilitate curriculum-related activities and workshops;
    - Research & Development – develop proposals and oversee the research implementation of the members of the consortium;
    - Dissemination - prepare and develop dissemination plan for the consortium;
    - Resource Generation- prepare a resource generation and sharing plan for the consortium;
    - Monitoring & Evaluation - coordinate monitoring and evaluation of the research and extension, academic and other activities of the consortium; and
    - Publications - consolidate existing Informed Policies and Practices (IPPs) to be pitched to partner members and law-makers/line agencies for policy recommendations and coordinate preparation of resource book, knowledge products and IEC materials.
  - Each SUC shall take turns in hosting the consortium for a two-year term.

The organizational structure of the Consortium shall be:



FELIPE SALAING COMILA  
 President, BSU  
 EDGAR A. ORDEN  
 President, CLSU  
 JESUS ANTONIO G. DERJUE  
 President, CMU  
 ESTRELLA Y. DACILLO  
 Extension Director, CMU  
 JAMES MANUEL, JR.  
 President, DMMSU  
 CYNTHIA M. RODRIGUEZ  
 VPR, DMMSU  
 SHIRLEY C. AGRUPIS  
 President, MMSU  
 MARLOWE U. AGUIÑO  
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 VENUS GRACE K. FAGYAN  
 VPGR, MSPC  
 REXTON F. CHAKAS  
 President, MSPC  
 LOURDES C. GENERALAO  
 President, USep  
 MERVIN G. GASCON  
 Director, IAD, USep

## E. Areas of Collaboration

The identified key areas for collaboration are:

1. Agriculture
  - Precision Agriculture in Crops (Potatoes, Garlic, Banana, Heirloom Rice, etc.)
  - Precision Agriculture in Animal Science
  - Food Security and Safety
  - Sustainable Food Systems
2. Indigenous Studies
  - Intercultural Competence
  - Social Enterprise Engagements
  - Appraisal of Indigenous People (IP) Education (Methodologies, Pedagogies and Philosophies used)
  - Cultural Mapping of IP in the Philippines
  - Food Security Particularly for Indigenous People
3. Climate Resiliency and Management for Development
4. Carbon Neutral Technologies
5. Health and Nutrition Development
6. Other areas of endeavor as may be agreed upon by the parties

## F. Responsibilities of the Parties

Each Party undertakes to:

- a) take part in the efficient implementation of the projects to be undertaken, and cooperate, perform and fulfil, promptly and on time, all of its obligations;
- b) provide promptly all information reasonably required by the Consortium to carry out its tasks;
- c) take reasonable measures to ensure the accuracy of any information or materials it supplies to the other parties; and
- d) ensure that its work on the programs, projects, or activities to be undertaken complies fully with all applicable local, government and international laws, regulations and guidelines including those governing health, safety and data protection.

## G. Damage Caused to Third Parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations under this MOA.

## H. Financial Arrangement

All SUC members of the consortium will be responsible for the cost incurred for participating in the activities for the Magic 7+.

## I. Dispute Resolution

Section 1. Amicable Settlement - In case of breach or when disagreement arises in the interpretation or implementation of the terms and conditions of this MOA, both parties shall endeavor to settle the matter amicably within sixty (60) days from the receipt of a notice by the other party in the following manner:

1. A notice in writing shall be sent by the concerned party to the other party stating therein the basis for each of the breach or disagreement.
2. The parties shall thereafter set a meeting/s for the purpose of settling the matter amicably.
3. All agreements shall be reduced in writing and signed by the parties or their

FELIPE SALANG COMILA  
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MARIA LUZ D. FANG-ASAN  
IRO-Director, BSU

EDSAR A. ORDEN  
President, CLSU  
RENATO G. REYES  
VPA, CLSU

JESUS ANTONIO G. DERJUE  
President, CMU  
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Extension Director, CMU

JARIN MANUEL, JR.  
President, DMMSU  
CYNTHIA M. RODRIGUEZ  
VPRE, DMMSU

SHIRLEY C. AGRUPIS  
President, MMSU  
MARLOWE U. AQUINO  
International Programs Chief, MMSU

REXTON F. CHAKAS  
President, MPSPC  
VENUS GRACE K. FAGYAN  
VPGR, MPSPC

LOURDES C. GENERALAO  
President, USep  
MERVIN G. GASCON  
Director, IAD, USep

duly appointed representatives.

Section 2. Administrative Remedy - If no amicable settlement is reached within sixty (60) days from receipt by the other party of the written notice, the concerned party shall file a complaint before the office of the Solicitor General or Secretary of Justice, depending on the nature of the controversy, following the rules of procedure of the said offices for dispute settlement where contending parties are government agencies, bureaus or government owned and controlled corporations. Alternative legal remedies may likewise be availed of.

#### J. Force Majeure

No Party shall be considered to be in breach of this Consortium MOA if such breach is caused by Force Majeure. Each Party will notify the Board of Advisers of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks, if practicable, shall be decided by the Board of Advisers.

#### K. Confidentiality and Data Privacy Provision

All parties herein shall not disclose any confidential information or trade secrets acquired in the course of the Agreement except as authorized or directed by all parties, in writing, and, regardless of the period of the Understanding, will be bound by this obligation until such time as the said information shall become available to the general public without restrictions.

Further, all information including technical data, cost estimates, proposals, forecasts, general correspondence and the like, and results of research and development work conducted by the respective parties shall be presumed to be confidential, except to the extent the same shall have been made available to the general public without restriction.

In view of these, all parties shall agree to hold in confidence any such information and data and shall undertake to prevent its disclosure or transfer, consciously or unconsciously, to any party outside of this agreement without the knowledge and written consent of all parties.

#### L. Intellectual Property

CHED and the 7 State Colleges and Universities hereby agree and understand that intellectual property rights, ownership and enjoyment thereof arising from this event shall be governed by the applicable provisions of RA No. 10055, otherwise known as **An Act Providing the Framework and Support for the Ownership, Management, Use and Commercialization of Intellectual Property Generated from Research and Development Funded by Government and for Other Purposes**, including their respective Rules and Regulations, as well as existing and future policies of CHED on Intellectual Property Rights such as but not limited to the following:

- I.1 Any publication arising from the activities undertaken by virtue of and pursuant to this MOA shall clearly establish and identify the Parties as the source of the output;
- II.2 All reports arising from activities undertaken by virtue of and pursuant to this MOA shall be made in the name of the Parties. The names of the principal authors, researchers and/or Program Leaders/Project Leaders shall be identified, recognized and included in the report; and
- III.3 CHED shall have the right to freely use all data and findings by virtue of and pursuant to this MOA for any of the purposes within its legal mandate

#### M. Amendment

Any amendment to this MOA shall be made in writing and mutually agreed upon by all of the parties.

FELIPE SALANG COMILA  
President, BSU  
MARIA LUZ D. FANG-ASAN  
IRO Director, BSS

EDGAR A. ORDEN  
President, CLSU  
RENATO G. REYES  
VFAA, CLSU

JESUS ANTONIO G. DERIJE  
President, CMU  
ESTRELLA Y. DACILLO  
Extension Director, CMU

JANE I. MANUEL, JR  
President, DMMSU  
CYNTHIA M. RODRIGUEZ  
VPRE, DMMSU

SHIRLEY C. AGRUPIS  
President, MMSU  
MARLOWE U. AQUINO  
International Programs Chief, MMSU

REXTON F. CHAKAS  
President, MPSPC  
VENUS GRADE K. FAGYAN  
VPGRIL, MPSPC

LOURDES C. GENERALAO  
President, USep  
MERVIN G. GASCON  
Director, IAD, USep

**N. Effectivity**

This MOA will enter into effect from the date it is signed by the last designated officials of the respective institutions. The effective period is five years and it will be extended automatically as long as neither party expresses a desire to terminate or modify this Memorandum. Should either institution wish to terminate this Memorandum, a written notice should be given three months in advance of the desired termination date.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines.

For Benguet State University:

  
**FELIPE SALAING COMILA**  
President

For Central Luzon State University:

  
**EDGAR A. ORDEN**  
President

For Central Mindanao University:

  
**JESUS ANTONIO G. DERUJE**  
President

For Don Mariano Marcos Memorial State University:

  
**JAIIME MANUEL, JR.**  
President

For Mariano Marcos State University:

  
**SHIRLEY C. AGRUPIS**  
President


For Mountain Province State Polytechnic College:


  
**REXTON F. CHAKAS**  
President


For University of Southeastern Philippines:


  
**LOURDES C. GENERALAO**  
President


SIGNED IN THE PRESENCE OF:


  
**MARIA LUZ D. FANG-ASAN**  
Director, International Relations Office,  
Benguet State University


  
**RENATO G. REYES**  
Vice President for Academic Affairs  
Central Luzon State University

  
**ESTRELLA Y. DACILLO**  
Director, Extension Office  
Central Mindanao University

  
**CYNTHIA M. RODRIGUEZ**  
Vice President for Research and Extension  
Don Mariano Marcos Memorial State University

  
**MARLOWE J. AQUINO**  
International Programs Chief  
Mariano Marcos State University

  
**VENUS GRACE K. FAGYAN**  
Vice President for Resource Generation and  
Linkages  
Mountain Province State Polytechnic College

  
**MERVIN G. GASCON**  
Director, International Affairs Division  
University of Southeastern Philippines



ACKNOWLEDGMENT

Republic of the Philippines)

\_\_\_\_\_ ) s.s.

BEFORE ME, a Notary Public for and in the \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared.

NAME	GOV'T ISSUED ID. AND NUMBER	DATE AND PLACE OF ISSUE
REXTON F. CHAKAS		

All known to me to be the same persons who executed the foregoing instrument consisting of (8) pages including this page where the acknowledgment is written. The parties and their instrumental witnesses signed all the pages thereof and acknowledged to me that the same is their own free and voluntary act and deed and that of the entities which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17<sup>th</sup> day of May, 2021 at San Pedro, Mt. Province, Philippines.

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JOSE N. CO  
NOTARY PUBLIC  
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