

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) entered into and executed by and between:

The **COMMISSION ON HIGHER EDUCATION**, a government agency with principal office at Higher Education Development Center, C.P. Garcia Avenue, UP Diliman, Quezon City, represented herein by its Chairman, **J. PROSPERO E. DE VERA III, DPA** and hereinafter referred to as the "**GRANTOR**"

and

The **MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE** an institution of higher learning created by virtue of RA 7182 dated January 17, 1992, with principal office at Bontoc, Mountain Province, represented in this act by **REXTON F. CHAKAS, PHD** duly authorized in his capacity as President and hereinafter referred to as the "**GRANTEE**"

WITNESSETH

that,

WHEREAS, the **GRANTOR** is mandated by the 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 our historical and cultural heritage in the Philippines;

WHEREAS, pursuant to Section 8-1 of the Republic Act 7722, otherwise known as the Higher Education Act of 1994, approved on 18 May 1994, the Commission on Higher Education is mandated to "administer the Higher Education Development Fund, as described in Section 10 hereunder, which will promote the purposes of higher education," and to "perform such other functions as may be necessary for its effective operations and for the continued enhancement, growth, or development of higher education;"

WHEREAS, the **GRANTOR** recognizes the need to maximize the utilization, application and promotion of the Philippine indigenous knowledge system and management of culture in various communities and will provide financial support to the **GRANTEE** to be part of the development program initiative entitled: ***Intensifying the Filipino Culture towards Sustaining the Indigenous Peoples' Knowledge System in Saving Natural Habitat, Landscape and Practices through Education and Community Development*** in view of the project's relevance to the **GRANTOR's** internationalization thrust to develop and sustain IZN Programs of HEIs per CMO 55 s. 2016, Policy Framework and Strategies on the Internationalization of Philippine Higher Education;

More specifically, the **GRANTOR** shall coordinate, manage, implement and monitor and evaluate the institutional project entitled, **ENCYCLOPEDIA ON ETHNO-LINGUISTIC GROUPS IN MOUNTAIN PROVINCE;**

WHEREAS, the CHED International Affairs Staff certifies that the fund utilization and the implementation and outputs of this submitted proposal comply with the conditions stated in this Agreement before payment is made;

WHEREAS, the program/project proposal submitted by the **GRANTEE** falls under the Provision of Assistance to Develop and Sustain IZN Program of HEIs category of the program Transforming PHE Through Innovative Academic Practice toward a Culture of Research and Interdisciplinary Collaborative Partnerships of the Philippine-Canada Education Institution for International Collaborative Partnership Consortium (PhilCanEDUCON Magic 7+ and University of Saskatchewan, Canada) whose budget allocation was approved by the Commission EnBanc/Management Committee as stipulated in CEB Resolution No. _____; The allocated amount for this project, having been sourced from the Higher Education Development Fund, is in compliance with CHED Order No. 01 s. 2011 or the Guidelines on the Allocation of the Higher Education Development Fund, particularly the relevant provisions of Sections 6 and 7 thereof;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree to implement the **ENCYCLOPEDIA ON ETHNO-LINGUISTIC GROUPS IN MOUNTAIN PROVINCE** (the "Project") under the main program ***Intensifying the Filipino Culture towards Sustaining the Indigenous Peoples' Knowledge System in Saving Natural Habitat, Landscape and Practices through Education and Community Development*** with the requested amount of **Php 5,000,000.00**.

I. PROJECT DESCRIPTION

The **GRANTEE** through this Project seeks to aid the capacity building of the selected state universities and colleges (SUCs) dubbed as Magic 7 for higher education development in the country working together as a network in intensifying the protection, conservation, enhancement and promotion of selected Filipino cultures. The program/project was developed in response to the internationalization of academic programs, research and development initiatives and partnerships between and among higher education institutions.

Also, the program/project is to ensure cultural identity, integrity, diversity and relevance through indigenous knowledge system and practices towards educational and community development. This will be done through the different program components such as capacity building, research and development (R&D) of indigenous knowledge system and practices in agriculture, environment and natural resources including, arts, dances, songs, games, and music, and knowledge management through exchange and dissemination. The program consists of five (5) projects focusing on arts and culture, food systems, health and nutrition, cultural education and sustainable environment and community development coming from the participating SUCs with their respective culture of interest.

Specifically, the IKSCM is attached to support the operation and manage the overall indigenous knowledge system and cultural management program with this executed Memorandum of Agreement.

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

a. The **GRANTOR** (CHED) shall:

- i. Through the Higher Education Development Fund (HEDF) Secretariat, provide funding assistance through **fund transfer** to the **GRANTEE** in the amount not to exceed **Five Million Pesos (PHP5,000,000.00)** for participating in the program.
- ii. Follow the disbursement scheme in accordance to the accounting rules and regulations

TRANCHE	REQUIREMENTS
First tranche - 80%	Upon submission of signed and notarized Memorandum of Agreement
Last tranche - 20%	Upon submission of the following documentary requirements: <ul style="list-style-type: none">• partial liquidation report equivalent to seventy-five percent (75%) utilization of funds• progress report of all the programs implemented• Official receipts, billing statements, enrollment forms, and other equivalent documents as may be required by the CHED accounting office or the Commission on Audit

- iii. Through its Monitoring and Evaluation Team, see to it that funds provided to the **GRANTEE** shall be used properly and for the purpose specified.

b. The **GRANTEE (Mountain Province State Polytechnic College)** shall:

- i. Properly utilize the funds provided by the **GRANTOR** and ensure that these are used strictly for the purpose for which the same are intended subject to the applicable accounting and auditing rules and regulations;
- ii. Issue an Official Receipt for every amount received from CHED-HEDF Secretariat;
- iii. Deposit the funds received from the **GRANTOR** with any government authorized depository bank nearest the program site;
- iv. Separately keep and maintain any/all necessary accounting books and records for the event shall be subject to the monitoring and evaluation of CHED-HEDF's authorized representative/s and furnish fully the certified true copies of any/all documents required;
- v. Submit to the **GRANTOR** a financial report/summary of expenses certified correct by the Accountant and approved by the SUC President, and verified by the internal/external auditor within two (2) months from the date of the completion of the Project;
- vi. Submit to the **GRANTOR**, along with the aforementioned liquidation report, a comprehensive terminal report duly signed by the person/s in-charge and addressed to the CHED Chairman and the CHED International Affairs Staff;
- vii. Return to **GRANTOR** any/all unused balance of the program 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;
- viii. Abide by the provisions of **the Commission on Audit (COA) Circular No. 2012-001 dated June 14, 2012** in relation to COA Circular No. 94-013 dated December 13, 1994 which is made an integral part hereof and other governmental regulations directly or indirectly pertaining to projects funded either fully or partly by government agencies;
 - ix. Faithfully observe the provisions of **RA No. 9184**, otherwise known as the **An Act Providing for the Modernization, Standardization and Regulation of the Procurement Activities of the Government and for Other Purposes**, and its implementing Rules and Regulations, if applicable; and
 - x. Adhere to the prescribed accounting entries for booking up of property purchased out of the funds.
 - xi. Charge 5% administrative cost of the actual cost for operation and administration, as per CHED Order No. 1 series of 2011 titled "Revised Guidelines on Allocation of the Higher Education Development Fund."

III. LIMITATIONS

In no case shall the fund transferred be utilized for the payment of additional compensation to employees in the form of allowances, incentive pay, bonuses and honorarium or other forms of additional compensation, except as may be authorized law or existing regulations.

IV. INTELLECTUAL PROPERTY

CHED and **Mountain Province State Polytechnic College** 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.

V. LIQUIDATION

Liquidation must be done within two (2) months after the date of the completion of the Project. Compliance with Grantee responsibilities stated in II-2 shall be observed, along with the submission of other documentary requirements deemed necessary by the Higher Education Development Fund Staff.

VI. TERMINATION AGREEMENT OR NOTICE

The **GRANTOR** may, based on evidence of failure to comply with the terms of the grant agreement, issue a notice of intent to terminate the grant agreement. The notice of intent to terminate has the force and effect of extending or modifying the conditions of the suspend order. Any modification of the condition of the suspend order shall be shown in the notice and discussed with the implementing grantee. The **GRANTOR** shall give not less than ten (10) days written notice to the **GRANTEE** of intent to terminate the grant in whole or in part.

After the **GRANTEE** has been notified and/or afforded the opportunity to submit its official position in writing on the matter, the Director concerned may request authorization from the Commission En Banc to terminate the grant in whole or in part. If the Commission En Banc concurs in the termination action, the termination notice will be forwarded to the **GRANTEE**. The termination notice shall establish the effective date of the termination of the grant and the amount and date of payment of any sums due to either party.

VII. EFFECT OF GRANT TERMINATION

Where cause for grant termination is based on the **GRANTEE**'s failure or inability to perform, upon termination, the **GRANTEE** must refund that portion of the grant funds paid or owed to the **GRANTOR** and allocable to the terminated project work. Only funds need to meet existing obligation shall be retained. All other funds shall be refunded to the **GRANTOR**. The **GRANTEE** shall not make any new commitments or enter into new contracts. The **GRANTEE** shall also reduce the amount of other outstanding commitments insofar as possible.

VIII. 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.

IX. DOCUMENTS COMPRISING THE AGREEMENT

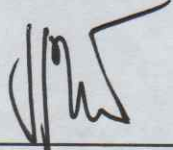
All appendages hereto attached are hereby expressly made an integral part of this Agreement by reference, excluding inconsistencies with any/all part, terms and conditions contained in this Memorandum of Agreement.

X. 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 twelve (12) months from the date of receipt of the funds by the **GRANTEE**, unless further extensions is requested in writing within 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 CHED prior to the expiration of the original contract period. The request for extension does not entitle the **GRANTEE** receipt of additional funds and any additional expenses that may be incurred as a result of the extension shall be in account of the **GRANTEE**. After a first extension is granted, no further extensions shall be allowed the **GRANTEE**.


IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement this DEC 01 2020 of _____ 2020 at QUEZON CITY

FOR THE COMMISSION ON HIGHER



J. PROSPERO E. DE VERA III, DPA
Chairman
Commission on Higher Education

FOR THE MOUNTAIN PROVINCE STATE
POLYTECHNIC COLLEGE




REXTON F. CHAKAS, PHD
President
Mountain Province State Polytechnic College

Signed in the presence of:



ATTY. LILY FREIDA M. MILLA, CESO IV
OIC, Office of the Deputy Executive Director
Director III, International Affairs Staff



VENUS GRACE K. FAGYAN, DBA
VP for Resources Generation and Linkages
Mountain Province State Polytechnic College

Certified as to Funds Availability:

₱ 5,000,000.-



MYRA PAZ B. MANALO
Chief Accountant, HEDFS

04/03/2019 2020 11 00712
11.27.2020



ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City)s.s.

X _____ X

Before me, a Notary Public in QUEZON CITY, on this DEC 01 2020 day of _____ personally appeared:

<u>Name</u>	<u>Government Issued I.D.</u>	<u>Place/Date</u>
J. PROSPERO E. DE VERA III, DPA	P0831753B	DFA MANILA 27 FEB. 2019
REXTON F. CHAKAS, PHD	TIN-173-569-337-000	BIR-Bontoc 31 MAR. 1997

Known to me and to me known the same persons who executed the foregoing instrument consisting of six (6) pages including this page on which the acknowledgment is written, has been signed on the right-hand margin of each and every page with my notarial seal.

IN WITNESS WHERE OF, I have hereunto set my hand and seal on the day, year, and place above written.

NOTARY PUBLIC

Doc. No. 383
Page No. 78
Book No. XXVI
Series of 2020

ATTY MANNY V. GRAGASIN
NOTARY PUBLIC
COMMISSION NO. 049 UNTIL DEC. 31, 2020, Q.C.
DPOS BLDG. GRD. FLR., QUEZON CITY HALL
IBP NO. 099406/12-19-19 QUEZON CITY
PTR NO. 9296040/01-02-20 QUEZON CITY
ROLL OF ATTORNEY'S NO. 56070
MCLE NO VI-0023364 UNTIL APR 14, 2022
TIN NO 243-085-918