

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

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

The **Commission on Higher Education (CHED)**, a government regulatory agency established under R.A. 7722, with principal office address at the Higher Education Development Center (HEDC) Building, Carlos P. Garcia Avenue, Diliman, Quezon City, represented by its Chairman **J. PROSPERO E. DE VERA III, DPA**, hereinafter referred to as "**CHED**";

- and -

The **UNIVERSITY OF SAN JOSE-RECOLETOS, CEBU CITY**, Center of Excellence (COE) in Information Technology Education hereinafter referred to as **USJ-R** a private university created and operating pursuant to pertinent laws of the Republic of the Philippines with principal office at *Magallanes Street, Cebu City* represented by its President, **REV. FR. CRISTOPHER C. MASPARA, OAR**, duly authorized for this purpose.

WITNESSETH: That,

WHEREAS, pursuant to Republic Act 7722, CHED is mandated by law to promote quality and relevant higher education in the Philippines;

WHEREAS, CHED aims to ensure and protect academic freedom for the continuing intellectual growth, the advancement of learning and research, the development of responsible and effective leadership, the education of high-level and middle level professionals, and the enrichment of historical heritage;

WHEREAS, non-stock, non-profit organizations/HEIs may be provided with fund assistance in accordance with COA Circular No. 2007-001;

WHEREAS, in the pursuit of these objectives and pursuant to its Commission en banc Resolution No. 159-2019 dated March 26, 2019, CHED shall allocate the amount of Three Million Pesos (Php 3,000,000.00) for USJ-R provided that the latter shall implement the C³ (Create, Collaborate and Commercialize) Project in accordance with the approved proposal;

WHEREAS, USJ-R thru its College of Information, Computer and Communications Technology, aims to enhance the capability of USJ-R-CICCT and assist other HEI's in Region 7 to create, collaborate and commercialize innovative software products;

Now, Therefore, for and in consideration of the foregoing premises, the CHED hereby contracts USJ-R to facilitate and implement C³ (Create, Collaborate and Commercialize) Project in accordance with the approved proposal.

Article 1: Project Title/s

C³ (Create, Collaborate and Commercialize) Project



Article 2: Project Proponent

USJ-R – College of Information, Computer and Communications Technology (COE in Information Technology Education)

Article 3: Rationale

The College of Information, Computer and Communications Technology (CICCT) as designated by the Commission on Higher Education (CHED) as Center of Excellence in IT Education, commit to provide access to relevant, responsive and quality IT education through continuous development to support the delivery of quality instruction, research and community extension. It aims to be a catalyst to sustainable development in the local and national community through the creation of innovative products, collaboration with partner industries and HEIs and widest distribution of innovative solutions to problems in the community.

The college has garnered numerous awards in different startup and technology competitions such as the Philippine Startup Challenge, Smart SWEEP awards, Accenture Program the Future and many others. These awards are made possible through the active research and development initiative of the college and the strong support of the administration.

In order to achieve sustainable development and continuous production of novel ideas and researches, there is a need for mechanism to support the growth of potential technology-based enterprises and facilitate speedy commercialization of research outputs. The college is pushing forward for the establishment of a technology business incubator (TBI) and co-working space which will serve as avenue for faculty and students to produce commercially-viable innovations.

The C³ Project's strategic focus is to work with innovators in technology specific areas:

- Decision Support System and Data Mining – creation of applications in support of enhanced data-driven decision making for SME development.
- Wearable Technology and Mobile Innovations – creation of innovative mobile applications with integration of wearable devices to address pressing community problems.
- Game Development – creation of mobile and web-based games.

Article 4: Budgetary Requirements

	Amount
C ³ (Create, Collaborate and Commercialize) Project	Php3,000,000.00

Article 5: Project Cost

The C³ (Create, Collaborate and Commercialize) Project in accordance with the approved proposal project of the College of Information, Computer and Communications Technology, Center of Excellence in Information Technology Education, University of San Jose – Recoletos, Cebu City has a total field support of Three Million Pesos (Php 3,000,000.00).

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Article 6: Responsibility of the Parties

A. CHED shall:

1. Through its Office of Programs and Standards Development (OPSD), Higher Education Fund Secretariat (HEDFS), and the Technical Panel for Information Technology Education (TPITE), see to it that funds provided to USJ-R are used properly and for the intended purposes disseminated;
2. Facilitate and provide an avenue where the project results could effectively and adequately be disseminated; and
3. Monitor the progress and completion of the project through the CHED Office of Programs and Standards Development (OPSD).

B. USJ-R shall:

1. Properly utilize the funds provided by CHED and shall see to it that these are used for the purpose for which the same are intended subject to the usual accounting and auditing rules and regulations;
2. Abide by the provisions of applicable COA Circulars, particularly COA Circular Nos. 94-013, 95-013, and 2007-001, as applicable and other government laws, rules and regulations directly or indirectly pertaining to projects funded either fully or partly by government agencies;
3. Issue an Official Receipt for the amount received from CHED-HEDF Secretariat and hold the amount received in trust for its account;
4. Shoulder any and all expenses in excess of this grant for furtherance of the project;
5. Submit to CHED a liquidation report certified correct by the Accountant and verified by the Auditor of the HEI, within sixty (60) days from the completion of the project, without need of demand;
6. Submit to CHED a final/terminal report (in printed and electronic copies) within forty-five (45) days from the completion of project, without need of demand;
7. Provide CHED with full access to all raw data, information, observations and findings of the project and acknowledge the financial support of CHED in any publication of the project or the research; and
8. Submit to CHED documentary requirements which should not be limited to the following: Certificate of Registration that it is a non-stock, non-profit institution (in case of non-stock, non-profit HEIs); certified true copy of the latest Articles of Incorporation; Financial Reports audited by an independent Certified Public Accountant for the past three (3) years preceding the date of project implementation; Disclosure by the HEI of other related

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business and/or grants received from the Commission or other government agencies; Complete Project Proposal approved and signed by its officers; Sworn Affidavit of the Secretary of the HEI that none of its incorporators, organizer, directors or officials is an agent or related by consanguinity or affinity up to the 4th civil degree to the officials of CHED authorized to process and/or approved the proposal, MOA and release of funds.

Article 7: Data Privacy Compliance

1. HEI shall enter into a data sharing agreement with the Commission, the contents of which should be in compliance with Section 6. Content of Data Sharing Agreement of NPC Circular No. 16-2, dated October 10, 2016; and
2. That the HEI shall adopt a system to secure the consent of persons whose personal information are being collected, if applicable, prior to collection of any personal data.

Article 8: Intellectual Property Rights

The parties agree that the provisions of Republic Act 8293 or the Intellectual Property Code of the Philippines, as amended, and Republic Act 10055 or the Philippine Technology Transfer Act of 2009 are herein applied.

Article 9: Termination of the Agreement

CHED may terminate this Agreement at any time for any legal cause or violation of the herein terms and conditions by giving a written notice to the other party not later than thirty days prior to the intended day of the termination. This is without prejudice to the right of CHED to collect whatever unutilized fund the HEI may have received for the project.

Article 10: Waiver

The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of such right or of any other right hereunder.

Article 11: Amendments

Amendments may be proposed by any of the contracting parties. Their incorporation in the agreement shall be upon the mutual written consent of both parties.

Article 12: Venue of Litigation

The parties submit to the exclusive jurisdiction of the proper courts of Quezon City.

Article 13: Separability Clause

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

[Handwritten signatures and initials on the right margin]

Article 14: Effectivity of the Agreement

The project shall commence on the date of receipt of notice to proceed along with the release of funds to USJ-R for the project implementation. The date of implementation remains in full force and effect until the end of the project.

IN WITNESS WHEREOF, the parties hereby affix their signatures this ____ day of _____ 20____ at Quezon City, Philippines.

**COMMISSION ON HIGHER EDUCATION
(CHED)**


**UNIVERSITY OF SAN JOSE –
RECOLETOS, CEBU CITY
(USJ-R)**

GRANTOR BY:



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

GRANTEE BY:



REV. FR. CRISTOPHER C. MASPARA, OAR
President, USJ-R

Signed in the presence of:



MARY SYLVETTE D. GUNIGUNDO, Ph.D.
OIC Director IV, OPSD



GREGG VICTOR D. GABISON, DIT
Dean, College of ICCT

CERTIFIED AS TO AVAILABILITY OF FUNDS

P 3,000,000. -

MYRA PAZ B. MANALO

Chief Accountant, HEDF Staff

*On#03 10/26/2019 01-00735
5/22/19*

ACKNOWLEDGMENT

Republic of the Philippines)
) S. S.

Before me, a Notary Public for and in **QUEZON CITY** on this _____ day of
OCT 02 2019, 2019 personally appeared before me:

NUMBER OF CURRENT
IDENTIFICATION DOCUMENTS
ISSUED BY AN OFFICIAL
AGENCY BEARING THE
PHOTOGRAPH AND
SIGNATURE

DATE AND
PLACE
ISSUED

J. PROSPERO E. DE VERA III, DPA _____

REV. FR. CRISTOPHER C. MASPARA, OAR _____

Known to me and to be 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 sealed with my notarial seal.

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

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Book No. XX
Series No. 2019


ATTY. MICHELLE DIANA P. MANWANG
NOTARY PUBLIC FOR AND IN QUEZON CITY
Stall B, 75 F. Manalo St., Brgy. Pinagkaisahan, Cubao, C.G.
ADM. MATTER NO. NP-724 (2018-2019)
Roll of Attorney No. 61035
ISP No. 007548/01-04-2018/Quezon City
PTR No. 757308/01-23-2015/Quezon City
MCLE Compliance No. V-0000-117/05-31-2018
My Commission Expires on December 31, 2019