

# MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered into and executed by and among:

  
**DAVAO DEL NORTE STATE COLLEGE (DNSC)**, an institution of higher learning duly organized and existing by virtue of laws of the Republic of the Philippines, with the School Address, New Visayas, Panabo City, Davao del Norte, represented herein by its Project Leader/School Campus Coordinator of DNSC-DJAL extension Campus, **JOY M. SORROSA** hereinafter referred to as **FIRST PARTY**;

  
  
The **ATA-MANOBO INDIGENOUS CULTURAL COMMUNITIES / INDIGENOUS PEOPLES (ICCs/IPs) OF TALAINGOD, DAVAO DEL NORTE** through their **INDIGENOUS POLITICAL STRUCTURE (IPS)** authorizing the **INDIGENOUS POLITICAL ORGANIZATION (IPO) – ATA- MANOBO TRIBAL COUNCIL OF ELDERS** herein represented by **BAE PILAR A. LIBAYAO**, Tribal Chieftain/IPMR and **DATU GENARO FEDERICO** as per Community Resolution, herein referred to as the **ICCs/IPs COMMUNITY**, hereinafter referred to as **SECOND PARTY**;

  
**MUNICIPALITY OF TALAINGOD**, a local Government Unit with address at Sitio JBL, Barangay Sto. Nino, duly represented herein by its Municipal Mayor, **JONNIE A. LIBAYAO** and hereinafter referred to as **THIRD PARTY**;

-and-

  
The **NATIONAL COMMISSION ON INDIGENOUS PEOPLES (NCIP)**, is a government agency under the Office of the President and created by virtue of Republic Act 8371, otherwise known as Indigenous Peoples Right Act of 1997, with office address located at E. Valeroso Bldg., E.E. Lopez St., Sandawa Plaza, SIR Matina, Davao City, Philippines and represented in this act by its Regional Director, **ATTY. MICHAEL M. MAMUKID** and hereinafter referred to as the **FOURTH PARTY**.



## WITNESSETH:

  
**WHEREAS**, the **FIRST PARTY**, is a state college with a mandate under its College Charter to undertake instruction, research, extension and production of livestock, agricultural inputs of community – based farming.

  
**WHEREAS**, the **DNSC**, in pursuit of its mission to help the unemployed individuals by providing them with quality education that will give them employable and skills for business establishment to promote sustainable livelihood, they have decided to undertake an extension project entitled "Pogsagbuka: A Community Based Farming of Ata-Manobo in Sitio Salawao, Sto Nino, Talaingod, Davao del Norte.

  
**WHEREAS**, the **FIRST PARTY, SECOND PARTY, THIRD PARTY and FOURTH PARTY** are all aware that there are practices being done by some indigenous people in the areas for promoting the sustainable livelihood through the extension project of community-based farming.

**NOW, THEREFORE**, for and in consideration of the above premises, all parties hereby agree to perform the following responsibilities, as follows:

### **ROLES AND RESPONSIBILITIES OF THE PARTIES**

#### **The FIRST PARTY shall: (DAVAO DEL NORTE STATE COLLEGE)**

1. Oversee the overall management of the project;
2. Provide materials and supplies for the 3 components such as Organic Agriculture Production, Straw bale Production, Free Range Native Chicken Production;
3. Capacitate the project beneficiaries thru conduct of trainings related to the implementation of the different components of the project;
4. Assign a Project Head in every production and Technical Assistants to supervise and monitor the project;
5. Plan, execute, monitor, and review the project's training and implementation;
6. Provide information about Organic Agriculture Production, Straw Bale Production, and Free-Range Native Chicken Production that is relevant, general, and occupation-related; and
7. Perform other tasks and activities as required and in support of the Project's goals.

#### **The SECOND PARTY shall: (ATA-MANABO INDIGENOUS POLITICAL STRUCTURE)**

1. Make available the land within the ancestral domain as the site of the Pogsagbuka: A Community Based Farming of Ata-Manobo Project in coordination with the IPS and NCIP covered by CADT No. R11-TAL-0408-071 subject to conditions set under the Memorandum Circular 2018 - 029 (Section 3.3);
2. Accept the materials and supplies for the 3 components such as Organic Agriculture Production, Straw bale Production, Free Range Native Chicken Production and shall endeavor to sustainably manage the project;
3. Provide other documents related to the project site and other data needed for the implementation of the project;
4. Require the trainee to attend and participate all the activities and training related to the project;
5. Encourage the people to generate employment and livelihood for the beneficiaries and the community as well to sustain the knowledge and skills of the farmers;
6. Ensure that conflicts are resolved using customary laws and practices;
7. Perform such act and deeds necessary to carry out the above responsibilities;
8. Responsible for the maintenance and upkeep of the premises of the project; and
9. Assist in the formation of a beneficiary organization (cooperative) to ensure the sustainability of the project.

**The THIRD PARTY shall: (MUNICIPALITY OF TALAINGOD)**

1. Assist to promote the product of the farmers and the project, through the Municipal Tourism Office and other offices of the local government unit of the First Party that will be of extreme help in the promotion of the project;
2. Aid to support other technical assistance specially on the participant's available training facility;
3. Allow the IPs who participated in the project to form an association to ensure the project's long-term viability and accessing of support from other agencies of the government; and
4. Perform such act and deeds necessary to carry out the above responsibilities.

**The FOURTH PARTY shall: (NATIONAL COMMISSION ON INDIGENOUS PEOPLES (NCIP))**

1. Ensure that the project's eligible participants/beneficiaries are listed and or included;
2. Ascertain that the trainee is encouraged to improve his or her future skills while still protecting him or her from physical and moral damage;
3. Assign the trainee to jobs that are relevant to the training's goals and are within his/her capabilities;
4. Assist the IP Community in making available land required for the project and certify if land is an ancestral domain and / or ancestral land;
5. Assist the DNSC and the LGU in social preparation activities in compliance to the Free Prior Informed Consent (FPIC) Process pursuant to Sec. 59 of the IPRA Law and Sec. 43 on the validation process under A.O. No. 3 s. 2012; and
6. Perform such act and deeds necessary to carry out the above responsibilities.

**EFFECTIVITY CLAUSE**

This Memorandum of Agreement shall take effect immediately on the date of signing thereof by the parties and shall remain valid and binding unless expressly revoked by the parties.

IN WITNESS WHEREOF, the parties affix their signatures on this  
NOV 24 2021 2021, in Municipality of Talaingod, Davao del Norte.

**DAVAO DEL NORTE STATE COLLEGE  
FIRST PARTY**

By:

  
JOY M. SORROSA, PhD  
College President

ATA-MANOBO INDIGENOUS POLITICAL STRUCTURE  
SECOND PARTY

By:

  
**BAE PILAR A. LIBAYAO**  
IPS Head/Municipal Tribal Chieftain & IPMR

  
**DATU GENARO FEDERICO**  
IPS/Tribal Leader

MUNICIPALITY OF TALAINGOD  
THIRD PARTY

By:

  
**JONNIE A. LIBAYAO**  
Municipal Mayor-Talaingod, Davao del Norte

NATIONAL COMMISSION ON INDIGENOUS PEOPLES  
FOURTH PARTY

By:

  
**ATTY. MICHAEL M. MAMUKID**  
NCIP-RXI Regional Director

*Witnessed By:*



Municipality of Talaingod

By:

  
**LOURDES T. SUPERIOR**  
Admin. Asst. IV

Davao del Norte State College

By:

  
**JONELYN J. ARCAYNA**  
Campus Coordinator

NCIP:

  
**ROGER S. LUMBIN, MPA**  
Provincial Officer

Republic of the Philippines )  
City of TAGUM CITY) S.S.  
Province of \_\_\_\_\_ )  
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### ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the TAGUM CITY this  
NOV 24 2021 2021, personally appeared the above named persons and presented to me their Competent Evidence of Identity, known to me to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their own free and voluntary acts and deeds.

This instrument refers to a Memorandum of Agreement consisting of five (5) pages including this page on which this acknowledgement is written, signed by them and their instrumental witnesses on each and every page thereof.

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

Doc. No. 175  
Page No. 35  
Book No. 1029  
Series of 2021.

ROLANDO C. CASAWAY  
Notary Public  
Until December 31, 2022  
PTR No. 2915530  
Tagum City; 01-04-2021  
IBP Lifetime Member No. 0117  
Roll No. 28405  
VIN 114-420-044  
MCLE Compl. No. VI-000122  
Valid until April 14, 2022