

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

The **COMMISSION ON HIGHER EDUCATION (CHED)**, an agency of the National Government organized and established under Republic Act No. 7722 otherwise known as the "Higher Education Act of 1994," with office address at HEDC Bldg., C.P. Garcia Ave., U.P. Diliman, Quezon City, represented herein by its Chairperson, **PATRICIA B. LICUANAN, Ph.D.**, herein referred to as "**FIRST PARTY**";

-and-

The Davao del Norte State College (DNSC), a higher education institution with principal office at New Visayas, Panabo City, Philippines, represented herein by its College President, Dr. Jonathan A. Bayogan herein referred to as "**SECOND PARTY**";

and-

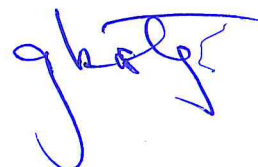

WITNESSETH: That,

**WHEREAS**, the **FIRST PARTY** is mandated by 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 the historical and cultural heritage of the Philippines;

**WHEREAS**, the **FIRST PARTY** is mandated by RA 10533 and its Implementing Rules and Regulations to help ensure a smooth transition to the K to 12 system by formulating appropriate strategies and mechanisms, which may cover changes in physical infrastructure or organizational and structural concerns, and partnerships between the government and other entities, along with ensuring the long-term viability of HEIs, and the alignment of higher education with the new curriculum in basic education;

**WHEREAS**, the **FIRST PARTY** recognizes that there is a need to provide financial support to the **SECOND PARTY** in order to upgrade its institutional capability and sustain the development efforts toward leveraging the opportunity provided by the K to 12 transition period to upgrade the Philippine higher education sector;

**WHEREAS**, CHED through Commission en Banc Resolution No. \_\_\_\_ - \_\_\_\_ (Annex "A") approved the project titled "Quality and Excellence in Marine Biology and Fisheries



Programs through Local and International Collaboration” (the “Project”) for implementation by the **SECOND PARTY**.

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

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

### **1. The FIRST PARTY shall:**

- 1.1. Provide funding assistance to the **SECOND PARTY** in the amount of Five million Pesos (**Php 5,000,000.00**) for the implementation of the Project in accordance with the approved Project Proposal (PP) (Annex “B”), Work and Financial Plan (WFP) (Annex “C”).
- 1.2. Provide funding assistance to the **SECOND PARTY**; as follows:
  - 1.2.1. 80% of the approved budget upon signing of this document or the receipt of notice to proceed by the **SECOND PARTY**, whichever comes later;
  - 1.2.2. 20% of the approved budget upon 80% completion of the project, and submission of an accomplishment report indicating such progress, reviewed and endorsed by HEI head.
- 1.3. Through its Monitoring and Evaluation Team, see to it that funds provided to the **SECOND PARTY** shall be used properly and for the intended purposes specified.

### **2. The SECOND PARTY shall:**

- 2.1. Ensure proper implementation of the Project;
- 2.2. Properly utilize the funds provided by the **FIRST PARTY** and see to it that these are used for the purposes for which the same are intended, in accordance with PP and WFP subject to the usual accounting and auditing rules and regulations;
- 2.3. Commence the cascading of best practices program as indicated in the submitted Proposal Design for Cascading Best Practices section of the PP;
- 2.4. Adhere to the obligations of an HEI Grantee under Article VII of the CHED Memorandum Order No. 33, series of 2016, entitled “Guidelines for Institutional Development and Innovation Grants under the K to 12 Transition Program”;
- 2.5. Promptly report to the Commission the occurrence of any event or condition which might delay or prevent the timely completion of the project embraced herein, specifying in writing the amount of time



involved, the causes of the delay, and its subsequent implications on the entire timetable, work schedule, and budget of the project;

- 2.6. Request for project extension to the **FIRST PARTY** in writing, in case the need arises. The said request shall be subject for approval by the CHED Commission En Banc. It shall be understood that the grant extension does not bring with it additional funding from the **FIRST PARTY**;
- 2.7. Issue an Official Receipt for every amount received from the CHED;
- 2.8. Deposit the funds received from the **FIRST PARTY** with any government authorized depository bank nearest the program site;
- 2.9. Separately keep and maintain any/all necessary accounting ledgers/records for the project which shall be voluntarily submitted whenever required and subjected to monitoring and evaluation of the CHED Authorized Representative/s and furnish fully the certified true copies of any/all required documents;
- 2.10. Submit progress reports to the **FIRST PARTY** quarterly or as required;
- 2.11. Submit accomplishment/terminal report to the **FIRST PARTY** within sixty (60) days after the completion of the project.
- 2.12. Submit a liquidation report to the **FIRST PARTY**, certified correct by an accountant and approved by the head of the institution within sixty (60) days after the completion of the project. Private HEIs must have their reports audited by an external auditor.
- 2.13. Return to the CHED any/all unused balance of the project fund, including any/all income/interest earned/generated from the same, upon completion of the project within forty-five (45) but not more than sixty (60) calendar days, pursuant to **Executive Order No. 338**;
- 2.14. Abide by the provisions of **COA Circular No. 94-103** which is made an integral part hereof and other government laws, rules and regulations directly or indirectly pertaining to projects funded either fully or partly by government agencies
- 2.15. Adhere to the prescribed accounting entries for booking up property/equipment purchased out of project funds.

## II. INTELLECTUAL PROPERTY/OWNERSHIP

Any equipment and/or output resulting from the conduct of the project under grant shall be owned by the Davao del Norte State College (DNSC) through a donation by the Commission in accordance with the provisions of Republic Act No. 10055 and other related laws, rules and regulations. The Davao del Norte State

College (DNSC) shall ensure due acknowledgement of the contribution of the CHED through its Institutional Development and Innovation Grant.

### **III. PENALTY CLAUSE**

The agreement shall be implemented as agreed upon in accordance with the terms and conditions stipulated herein. Failure on the part of either/any party to comply with the provision of this Agreement will warrant its discontinuance and/or administrative, civil, and/or criminal actions against responsible officers and employees of the Erring Party.

### **IV. WAIVER OF ACCOUNTABILITIES**

Upon successful completion of the Project, including implementation and the submission of the final deliverables, the **SECOND PARTY** shall be relieved of all accountabilities under this MOA and the program after the CHED, through its K to 12 Transition Program Management Unit, has conducted an inspection determining or verifying that all final deliverables have been submitted by the **SECOND PARTY**.

### **V. 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.

### **VI. DOCUMENTS COMPRISING THIS 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.

### **VII. EFFECTIVITY OF THE AGREEMENT**

This Agreement shall take effect upon the receipt of the first tranche of funds by the **SECOND PARTY** for the project implementation, and shall be in effect for a period of 12 months.

*(signature page follows)*







IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures  
this \_\_\_\_\_ day of DEC, 9 2016 at Davao City, Philippines.

**COMMISSION ON HIGHER  
EDUCATION  
FIRST PARTY**

By:

  
**PATRICIA B. LICUANAN, Ph.D.**  
Chairperson 


**DAVAO DEL NORTE STATE  
COLLEGE**

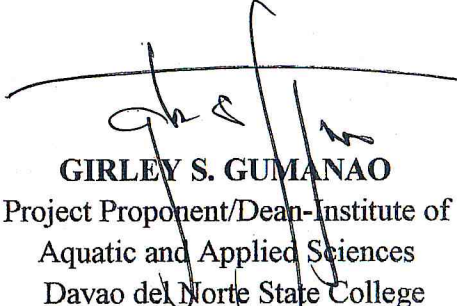
SECOND PARTY

By:

  
**JONATHAN A. BAXOGAN**  
College President


*Signed in the presence of:*

  
**KAROL MARK R. YEE**  
Program Director  
CHED K to 12 Transition  
Program Management Unit

  
**GIRLEY S. GUMANAO**  
Project Proponent/Dean-Institute of  
Aquatic and Applied Sciences  
Davao del Norte State College

**CERTIFIED AS TO AVAILABILITY OF FUNDS**

*₱5,000,000.-*

  
**MYRA PAZ B. MANALO**  
Chief Accountant  
Higher Education Development Fund  
Commission on Higher Education

*04/02 0147+1 2017 04 0538*  
*4/2/17*



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

City of Quezon City ) S.S.

**BEFORE ME**, a Notary Public, for and in the City of Quezon City, this \_\_\_\_\_  
day of DEC 19 2016, personally appeared:

	ID No.	Issued on/Issued at
<b>PATRICIA B. LICUANAN, Ph.D.</b>	CHED ID No. CO-0291	14 September 2012 Quezon City
<b>JONATHAN A. BAYOGAN</b>	DNSC ID No. 201	January 2011, Panabo City

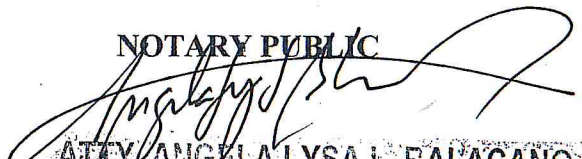
Known to me, to the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a Memorandum of Agreement (MOA) consisting of \_\_\_\_\_ pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

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

DEC 19 2016

Doc. No. 392;  
Page No. 80;  
Book No. VIII;  
Series of 2016.

**NOTARY PUBLIC**  
  
**ATTY. ANGELA LYSA L. BALAGANO**  
Notary Public for and in Quezon City  
18 South Maya Drive, PhilAm Homes, QC  
ADM Matter No. NP-272  
Roll of Attorney No. 61252  
IBP No. 012860 (Lifetime Member); Quezon City  
PTR No. 5339494, 01-13-2016; Makati City  
MCLE Compliance No. V-0011405  
My Commission expires on 12-31-2017

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
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NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2016.

