

MEMORANDUM OF AGREEMENT (MOA)
(Institutional Development and Innovation Grants)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is executed by and between:

The **COMMISSION ON HIGHER EDUCATION (CHED)**, a government regulatory agency of the national government organized and established under the Republic Act (RA) no. 7722 otherwise known as the "Higher Education Act of 1994", with principal office address at HEDC Building, C.P. Garcia Avenue, U.P. Campus, Diliman, Quezon City, represented herein by **J. PROSPERO E. DE VERA III, DPA**, in his capacity as Chairperson, hereinafter referred to as the "**CHED**";

-and-

The **Southern Luzon State University**, a higher education institution, with principal office at **Quezon Avenue, Brgy. Kulapi, Lucban, Quezon** duly represented herein by, **DORACIE B. ZOLETA-NANTES, Ph.D.**, in their capacity as **President**, hereinafter referred to as the "**HEI**".

CHED and **HEI** are hereinafter collectively referred to as "**PARTIES**"

WITNESSETH

WHEREAS, Republic Act (R.A.) No. 7722 provides that it is the responsibility of the State to (1) protect, foster and promote the right of all citizens to affordable quality education at all levels, and (2) take appropriate steps to ensure that education shall be accessible to all. It further mandates CHED to (1) formulate and recommend development plans, policies, priorities and programs on higher education and research, and (2) identify, support and develop potential centers of excellence in program areas needed for the development of world-class scholarship, nation building and national development;

WHEREAS, the **CHED** is mandated by RA 10533 or the "Enhanced Basic Education Act of 2013" 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 **CHED** provides funding for higher education institutions (HEIs) to ensure their long-term sustainability; strengthen their capacity to respond and remain relevant to regional, national and global priorities; and enhance the quality of their educational programs and services.

WHEREAS, the **CHED** issued the "**Revised Guidelines for the CHED-Initiated Projects under the Institutional Development and Innovation Grant Program for Higher Education Institutions**" through CHED Memorandum Order (CMO) no. 17, series of 2021 on 07 October 2021;

WHEREAS, the IDIG program will support HEIs that will maximize the opportunities of the Fourth Industrial Revolution to transform into smart campuses thereby ensuring a smooth transition from enhanced basic education, and the continuity of learning through effective implementation of flexible learning as the appropriate pedagogical approach in a disruptive world.

WHEREAS, the current iteration of the CHED-initiated IDI Grants shall be awarded to HEIs to improve their instructional facilities/laboratories, establish/upgrade their multimedia centers to develop instructional materials, establish/upgrade flexible learning hubs or internet rooms for students, upgrade connectivity/campus area network, or establish/upgrade learning management systems.

WHEREAS, the **CHED** through CEB Resolution No. **R006-2021** (*Annex A*) approved the project titled “**Establishment of Geospatial and Data Analytics**” (the “Project”) amounting to **Five Million Four Hundred Eighty-nine Thousand Three Hundred Eighty Pesos Only (PhP 5,489,380.00)** for implementation by the **HEI**; and

WHEREAS, the **HEI** is ready, willing and able to implement its approved project and by acceptance of this grant, the HEI agrees to comply with existing and relevant government laws, rules, regulations, policies and procedures of CHED.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree, as they do hereby agree, to fulfill the following terms and conditions of the grant:

A. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The **CHED** shall:
 - 1.1. Through the funds available in the Higher Education Development Fund (HEDF), provide funding assistance to the HEI in the amount of **Five Million Four Hundred Eighty-nine Thousand Three Hundred Eighty Pesos Only (PhP 5,489,380.00)** for the implementation of the Project entitled “**Establishment of Geospatial and Data Analytics**”;
 - 1.2. Through its designated grant secretariat, see to it that funds provided to the HEI shall be used properly and for the intended purposes specified; and
 - 1.3. Conduct monitoring and evaluation of the implementation of the project
2. The **HEI** shall:
 - 2.1. Ensure the proper implementation of the project;
 - 2.2. Ensure that the procurement of all materials, equipment and services indicated in the project shall abide by **R.A. No. 9184** or the “**Government Procurement Reform Act**”, and all pertinent laws and government rules. The HEI must also secure and provide CHED with relevant market surveys and price quotations.
 - 2.3. Properly utilize the funds provided by **CHED** and see to it that these are used for the purposes for which the same are intended, in accordance with the project proposal and work and financial plan (WFP) (*Annex B*) subject to the pertinent accounting and auditing rules and regulations;
 - 2.4. Report promptly to CHED 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, its subsequent implications on the entire timetable, work schedule, and budget of the project, and the interventions that the **HEI** shall employ to address said event or condition;

- 2.5. Complete the project within a maximum of twenty-four (24) months or two (2) years with no further extension.
- 2.6. Issue an Official Receipt (OR) for every amount received from **CHED**;
- 2.7. Deposit the funds received from **CHED** with any government authorized depository bank nearest the program site;
- 2.8. Separately keep and maintain all necessary accounting ledgers/records for the project which shall be voluntarily submitted whenever required and subjected to monitoring and evaluation of the CHED's authorized representative/s and furnish the certified true copies (CTC) of all required documents;
- 2.9. Adhere with the Project Proposal and WFP submitted to CHED as basis for the manner of implementation and delivery of the project;
- 2.10. Submit to **CHED** Semestral Progress Reports, and a Terminal Report within sixty (60) days after the completion of the project, indicating the accomplishment of deliverables as stated in its project proposal, WFP and Gantt Chart;
- 2.11. Attend the conduct of the monitoring activities (face-to-face or virtual) to validate the submitted progress report. Observations of the monitoring team shall be provided to the HEI. If there are issues to be addressed, the HEI shall submit within a prescribed period the actions to be taken;
- 2.12. Submit a liquidation report to **CHED**, certified correct by the HEI's accountant, approved by the head of the institution, and duly received by the institution's resident Commission on Audit (COA) Office for SUCs/LUCs or verified by an external auditor for Private HEIs, within sixty (60) days after the completion of the project;
- 2.13. Return to **CHED** all unused balances of the project funds upon completion of the project within forty-five (45) but not more than sixty (60) calendar days, pursuant to **Executive Order (EO) no. 338, series of 1996** also known as the "**Directing the Deposit of Cash Balances to the National Treasury**";
- 2.14. Adhere to the prescribed accounting entries for booking up property/equipment purchased out of project funds;
- 2.15. Abide by all provisions of CHED Memorandum Order No. 17, series of 2021 or the "Revised Guidelines for the CHED-Initiated Projects under the Institutional Development and Innovation Grant Program for Higher Education Institutions".

B. OWNERSHIP OF PURCHASED EQUIPMENT AND FACILITIES

CHED reserves the right to ownership over the purchased equipment and facilities subject under the grant until full liquidation by the **HEI** is completed. Transfer of ownership of the said equipment and facilities in favor of the **HEI** shall ensue upon issuance of an Invoice Receipt of property by the **CHED**, and the execution of a Deed of Donation between the **PARTIES**, or completion of any other required accounting and audit procedure for the purpose.

C. GRANT TERMINATION

1. **Basis for Termination**

A grant may be terminated by the **CHED** for cause. Cause for termination of the **CHED** includes:

- 1.1. Refusal or failure of the **HEI** to comply with the policies and guidelines herein stated, and with any provision of the MOA between CHED and the HEI grantee;
- 1.2. Misrepresentation or fraud by the **HEI** or any of its personnel serving as a project lead/point person;
- 1.3. Failure to complete the project within the approved duration of the grant;
- 1.4. Failure to comply with the inspection of report within the prescribed period;
- 1.5. Availment of another grant to fund the same project;
- 1.6. Use of funds for purposes other than those indicated in the approved project proposal and WFP;
- 1.7. Violations covered by the Sanctions and Restrictions as provided for in CMO No. 17, Series of 2021, Re: "Revised Guidelines for the CHED-Initiated Projects under the Institutional Development and Innovation Grant Program for Higher Education Institutions";
- 1.8. Other acts may be considered by the Commission as inimical to the interest of the Republic of the Philippines and those that adversely affect the integrity of the CHED-Initiated IDIG program.

2. Effect of Grant Termination

Termination carries with it disqualification from receiving any future grants from the **CHED** for two (2) consecutive years. Termination of the grant may be initiated by the Commission upon demand and failure of the HEI to address the basis for termination. An awarded project which is prematurely terminated will be subject to the same requirements regarding audit and submission of reports.

The **CHED** may also take administrative action including, but not limited to, the imposition of a payment obligation for all financial privileges received under the CHED-Initiated IDIG program.

3. Termination Agreement or Notice

CHED 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 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 HEI. The CHED shall give not less than ten days written notice to the HEI of intent to terminate the grant in whole or in part.

After the HEI has been notified and / or afforded opportunity for discussion, the Director-in-charge may request authorization from the Commission en banc. If the CEB concurs in the termination action, the termination notice will be forwarded to the HEI. 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 either party.

D. PENALTY CLAUSE

The agreement shall be implemented as agreed upon and in accordance with the terms and conditions stipulated herein and in CMO No. 17, series of 2021. Failure on the part of either party to comply with the provision/s of this Agreement will warrant its discontinuance and/or administrative, civil, and/or criminal actions against responsible officers and employees of the Erring Party.

The **CHED** reserves the right to terminate the grant and take administrative action including, but not limited to, the imposition of a payment obligation for all financial privileges received under the CHED-Initiated IDIG program if the provisions stipulated in CMO No. 17, series of 2021 are violated.

E. SEPARABILITY CLAUSE

If 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.

F. DOCUMENTS COMPRISING THIS DOCUMENT

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.

G. EFFECTIVITY OF THE AGREEMENT

This MOA shall take effect upon the release of the funds to the **HEI** for the project implementation and shall be in effect for a maximum of twenty-four **(24)** months from the date of receipt of the funds by the **HEI**. **NO extension** shall be given to the HEI beyond this project duration.

H. OTHER TERMS AND CONDITIONS

1. Any communication under this MOA must be in writing and delivered by registered mail, electronic mail, or facsimile to the respective parties at their addresses below:

COMMISSION ON HIGHER EDUCATION

Office of the Chairperson
4th Floor, HEDC Building, CHED Central Office
C.P. Garcia Avenue, Diliman, Quezon City

Copy furnished:

MARY SYLVETTE T. GUNIGUNDO, Ph.D.

OIC- Director IV
Office of Planning, Research, and Knowledge Management
Commission on Higher Education
Ground Floor, HEDC Building, CHED Central Office
C.P. Garcia Avenue, Diliman, Quezon City
Telefax: (02) 8441-11-49 / 8441-11-69
Email: idig.k12oprkm@ched.gov.ph

Southern Luzon State University

Office of xxxxxxxxxxxxxxxx
Address: xxxxxxxxxxxxxxxx
Tel: xxxxxxxxxxxxxxxx
Facsimile: xxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxx

Copy furnished:
<Name of Project Leader>
Office of xxxxxxxxxxxxxxxx
Address: xxxxxxxxxxxxxxxx
Contact Number: xxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxx

- 2. If there is a change in the contact details above, both **PARTIES** must notify the other, and this identification is to be deemed duly given or made when delivered and acknowledged by the recipient at such address, electronic mail address, or facsimile number stated above;
- 3. The provisions of this Agreement may be amended at any time by the mutual consent in writing of both **PARTIES**;
- 4. Neither of the **PARTIES** may use the name or the logo of the other without the prior written consent of the other Party. Neither Party shall disclose to any third party that the **PARTIES** have a legal relationship until there is a signed contract in place;

(signature page as follows)

IN WITNESS WHEREOF, the parties hereto, through their respective representatives, have hereunto set their hands this ____ day of _____, 2021 at Quezon City, Philippines.

COMMISSION ON HIGHER
EDUCATION
"CHED"

By:



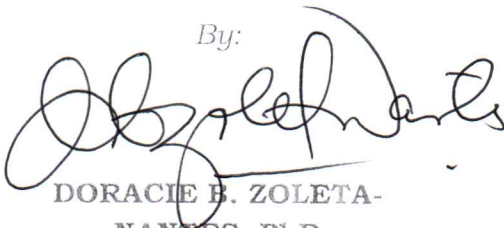
J. PROSPERO B. DE VERA III, DPA

Chairman



Southern Luzon State
University
"HEI"

By:



DORACIE B. ZOLETA-
NANTES, PhD

President/ Chancellor

Signed in the Presence of:



MARY SYLVETTE D. GUNIGUNDO, Ph.D.

OIC-Director IV, OPRKM

Commission on Higher Education



RENATO R. MAALIW III, DIT

Project Leader

CERTIFIED AS TO AVAILABILITY OF FUNDS:

₱ 5,429,300.-



MYRA PAZ B. MANALO

Chief Accountant

Higher Education Development Fund Staff

Commission on Higher Education

01/03 104369 2021 12 01210
12.23.2021

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY

BEFORE ME, a Notary Public, for and in QUEZON CITY, this DEC 29 2021 day of _____, _____, personally appeared:

| | <u>Valid ID/ Passport</u> <u>no.</u> | <u>Issued on/ Issued</u> <u>at</u> |
|---|---|--|
| J. PROSPERO E. DE VERA III, DPA Chairman Commission on Higher Education | CO-0394 | 29 January 2018 CHED Central Office, Quezon City |
| DORACIE B. ZOLETA-NANTES, PhD President/ Chancellor Southern Luzon State University | X01-99-047539 Community Tax Certificate No. 00249669 | January 13, 2021 Lucban, Quezon |

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.

Doc No. 81
Page No. 17
Book No. XC
Series of 204

ATTY. ELISEO S. CALMA, JR.
Notary Public for Q.C. / Until Dec. 31, 2021
Adm. Matter No. NP-067 (2020-2021)
PTR No. 0694762-D/01-04-2021 Q.C.
IBP No. 141053/01-04-2021
Roll No. 50183
NOTARY PUBLIC
MCLE COMP. NO. VI-0012817 Valid Until 4-14-22
20 Kamagong St., Sapamanan Vill. East Fairview Q.C.
TIN No. 138-541-197-000



Republic of the Philippines
OFFICE OF THE PRESIDENT
COMMISSION ON HIGHER EDUCATION

10 February 2022

DORACIE B. ZOLETA-NANTES, Ph.D.

President
Southern Luzon State University
Lucban - Tayabas Rd, Lucban, 4328 Quezon

Dear President Zoleta-Nantes:


This is to inform you that your proposal for the Institutional Development and Innovation Grants (IDIG) project entitled ***Establishment of Geospatial and Data Analytics*** was approved by the CHED Commission *en banc* on December 9, 2021 through CEB Resolution No. R006-2021 .

As instructed by the Commission to not delay the approved budget and based on the signed and notarized Memorandum of Agreement (MOA) between CHED and your institution (see attached), you may already conduct preliminary preparations and pre-procurement activities while waiting for the issuance of the official Notice to Proceed (NTP) from the Commission.

If you have further questions or clarifications, kindly contact Mr. Carlo Luigi Asis of the IDIG Secretariat through idig.k12oprkm@ched.gov.ph.

For your information and guidance.

Very truly yours,


MARY SYLVETTE T. GUNIGUNDO, Ph.D.
OIC - Director IV
Office of Planning, Research, and Knowledge Management



Republic of the Philippines
OFFICE OF THE PRESIDENT
COMMISSION ON HIGHER EDUCATION

31 January 2022

NOTICE TO PROCEED

DORACIE B. ZOLETA-NANTES, Ph.D.

President

Southern Luzon State University

Lucban - Tayabas Rd, Lucban, 4328 Quezon



FEB 15 2022

By: 

Dear **President Zoleta-Nantes**:

This has reference to our award of grant to your institution for the project entitled "**Establishment of Geospatial and Data Analytics**" under the Institutional Development and Innovation Grants (IDIG) per **CHED Memorandum Order No. 17, series of 2021**, for a duration of twenty-four (24) months with a total amount of **₱5,489,380.00** to be released in full.

In relation thereto, notice is hereby given that the implementation of the aforementioned project shall commence on the date indicated in this letter. Enclosed is a copy of the Memorandum of Agreement between CHED and the Southern Luzon State University indicating the terms and conditions of the grant.

Please acknowledge receipt and acceptance of this Notice by signing at the portion provided below. Keep a copy and return the original copy to the Office of Planning, Research, and Knowledge Management through Mary Sylvette T. Gunigundo Ph.D., OIC-Director IV, G/F HEDC Bldg., CP Garcia Avenue, Diliman, Quezon City.

Very truly yours,


ATTY. CINDERELLA FILIPINA S. BENITEZ-JARO

Executive Director IV

Commission on Higher Education

Conforme:

DORACIE B. ZOLETA-NANTES, Ph.D.

(signature above printed name)

LOED No. 62, series of 2022

LIST OF DUE AND DEMANDABLE ACCOUNTS PAYABLE - ADVICE TO DEBIT ACCOUNTS (LIDAP-ADA)

Department:
Entity Name:
Operating Unit:

OFFICE OF THE PRESIDENT
COMMISSION ON HIGHER EDUCATION
HIGHER EDUCATION DEVELOPMENT FUND STAFF

Fund Cluster:

03-104369

MDS-GSB BRANCH/MDS SUB ACCOUNT NO.: 2070-9017-84

| MDS-GSB BRANCH/MDS SUB ACCOUNT NO.: 207690000 | | | | | | | |
|--|--|------------------------------|-------------------------------|-------------------|--|-----------------|-----------------------|
| CREDIT OR DEBIT | DEBITED PAYMENTS PAYABLES/CURRENT ACCT. | Credit or Debit | ADJUSTMENT DATE (see UACR) | GROSS AMOUNT | In Period Unreconciled Total Other Payments | NET AMOUNT | BANK'S (CHECK NUMBER) |
| SOUTHERN LUZON STATE UNIVERSITY SPECIAL FUND PROJECT | LBP, LUCBAN - 3652-1012-74 | MDOE 03-104369-2021-12-01210 | 5029906000 | 5,489,380.00 | | 5,489,380.00 | 9922000020 |
| | | | | P 34,489,380.00 P | | P 34,489,380.00 | |

TOTAL:

I hereby warrant that the above List of Due and Demandable A/P's was prepared in accordance with existing budgeting, accounting and auditing rules and regulations.

MYRAZ B. MANALO
Chief Accountant, HEDF

I hereby assume full responsibility for the veracity and accuracy of the stated claims, and the authenticity of the supporting documents as submitted to the claimants.

APPROVED

J. PROS. RO E. DE VERA III, DPA
Chairman *CE*

| | |
|---------------|-----|
| DEBIT ACCOUNT | ADA |
|---------------|-----|

DEBIT ACCOUNT (ADA)
To MDS-GSB of the Agency: Land Bank of the Philippines
Please debit MDS Sub-account Number:

2070-9017-84

Please debit MDS Sub-Account Number:
Please Credit the accounts of the above:

Please Credit the accounts of the above listed creditors to cover payment of accounts payable (if any).

TOTAL AMOUNT:

THIRTY FOUR MILLION FOUR HUNDRED EIGHTY NINE THOUSAND THREE HUNDRED EIGHTY PESOS & 00/100

Agency Authorized Signatories

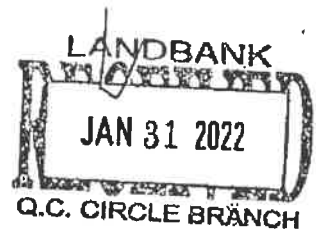
HOSANNA B. GARCIA
Administrative Officer V, HEDFS

J. PROSPERO E. DE VERA (U), DPA
Chairman

Erasures shall invalidate this document.

UDDAP-ADA No.
Date:
NCA Number:

151-01-070-7022
January 27, 2021
12-0001206



RECEIVED
Date: FEB 17 2022
Time: 4:02
By:

[illegible]

| | | | | | | | | | | | | | | | | | |
|---|------|---|-----------|---------------------|-------------------------|--|---|---|---|---|---|---|--|--|--|--|-------------|
| 50 licenses ArcGIS Desktop Advance (ArcGIS Pro and ArcMap) with extensions (2 years) - 3D Analyst - Data Interoperability - Data Reviewer - GeoStatistical Analyst - Network Analyst - Publisher - Schematics - Spatial Analyst - Tracking Analyst - Workflow Manager ArcGIS Online Cloud GIS with up to maximum 50 named users and extension and One (1) Organizational Account - ArcGIS Earth - Explorer for ArcGIS - Web Mapping Apps - Collector for ArcGIS - Survey 123 for ArcGIS - Operations Dashboard for ArcGIS - Workforce for ArcGIS - ArcGIS Maps for Adobe Creative Cloud - ArcGIS Maps for Office - Esri Maps for Sharepoint - Web AppBuilder for ArcGIS - StoryMaps and Web Apps Templates - AppStudio for ArcGIS Basic Up to maximum 50 licenses Premium Apps * After sales complementary training | | | | | DBM-PS/SVP/ Shopping | | / | / | / | / | / | / | | | | | CHED Funded |
| Network Router Tri-Band WIFI - 10 Gbps 2.5Gbps WAN port, 8 Gigabit LAN Ports 1.8 GHz Quad-Core CPU and 3 coprocessors | unit | 1 | 28,000.00 | 28,000.00 | DBM-PS/SVP/ Shopping | | / | / | / | / | / | / | | | | | CHED Funded |
| Network Switch Gigabit Ethernet Managed Switch with 24 port Fixed 24-Port 10/100/100MBase-T | unit | 2 | 30,000.00 | 60,000.00 | DBM-PS/SVP/ Shopping | | / | / | / | / | / | / | | | | | CHED Funded |
| Graphic Drawing Pen Tablet Size: 338 x 219 x 8mm Active Area: 224 x 148mm Pressure Sensitivity: 8192 Pens included Wireless Capability: Built-in Bluetooth | unit | 3 | 30,000.00 | 90,000.00 | DBM-PS/SVP/ Shopping | | / | / | / | / | / | / | | | | | Ched Funded |
| TOTAL | | | | 5,393,380.00 | | | | | | | | | | | | | |

Requested by:

Dr. Renato R. Masili III
Dean, College of Engineering

AFA-PRC-1.01F1, Rev.2

Certify as to Allotment

Ms. Maria Cristine D. Absulio
Budget Officer

Certify as to Availability of Fund

Dr. Erwin D. Villaverde
Head, Accounting Office

Recommending Approval:

Engr. Frederick T. Villa
Vice President for Administration
and Finance

3/18/22

Approved by:

Dr. Doracie B. Zoleta-Nantes
University President