**UP Manila Legal Office Checklist for Memorandum of Agreements**

* Please revise format of UP as signatory, as follows:

The UNIVERSITY OF THE PHILIPPINES, the national university of the Philippines, a public and secular institution of higher learning, created by virtue of Act No. 9500, through its constituent university, UNIVERSITY OF THE PHILIPPINES MANILA, with office address at the 8/F RCB Building, Philippine General Hospital, Manila, represented herein by its Chancellor, Dr. Carmencita D. Padilla, herein after referred to as the “UNIVERSITY”

* Please revise format if party signatory is corporation, as follows:

(Name of corporation or agency), a corporation duly formed and organized in accordance with the laws of (country where corporation is registered), with office/business address at (specific mailing address), represented herein by its (position of officer, hereinafter referred to as “\_\_\_\_\_”

* Please revise format if party signatory is an individual or sole proprietorship, as follows:

(Full Name), Filipino, of legal age, (being the owner of (business name) – if single proprietorship), with residence address at (specific mailing address), hereinafter referred to as “\_\_\_\_\_\_\_\_\_\_\_\_\_\_”

* Copy of identification card of signatory
* Latest General Information Sheet (for corporations and partnerships)
* DTI registration (for single proprietorship)
* Copy of certificates of registration (for labor unions, cooperatives)
* Copy of the pertinent provisions the enabling law or charter (for government agency or government-owned and controlled corporations)
* Full name of signatory
* Position of signatory
* Secretary’s Certificate of Board Resolution authorizing the signatory to enter into this contract (for corporations)
* Specific provision of law or charter authorizing the public officer to enter into and sign the contract (for government agencies and government-owned and controlled corporations)
* Contract needs special budgetary outlay or additional expenditure on the part of UP Manila – the proper signatory is the UP President
* Based on the amount, the proper signatory is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* No BAC Resolution (for procurements)
* No Notice of Award (for procurements)
* No PhilGEPS request for quotation (for small value procurement)
* No price quotation of at least 3, for shopping under Sec 52.1 (b)
* Please include the following Alternative Dispute Resolution clause:
	+ For GCAs, Supply Contracts and Researches:
1. All disputes, controversies or claims arising out of relating to this contract, or about its breach, termination or invalidity shall be settled through negotiation and/or mediation within sixty (60) days from the receipt of a notice by the other party
2. All such conflicts which cannot be decided by negotiation and/or mediation shall be decided by arbitration in accordance with the rules or arbitration contained in the INCITRAL Model Law as adopted in Republic Act No. 9285 or the ADR Law of 2004
3. For this purpose, there shall be three (3) arbitrators with each party appointing one each and those appointed selecting the third arbitrator who shall be the chair of the arbitral panel. The appointing authority mentioned in the Article 6 of the UNCITRAL Model Law and Article 26 of Republic Act No. 9285 shall be the Chair of the Commission on Higher Education.
4. The place of arbitration shall be in UP Manila without prejudice to holding hearings in another place for the convenience of the witnesses that may be presented by the parties. The language of the arbitration shall be in English or Filipino.
5. Each party shall deposit half of the costs for arbitration panel without prejudice to recovering such costs that may be awarded in the Arbitration Award.
6. The exclusive venue of all court actions or requests for interim measures, should these become necessary, shall be in the City of Manila, Philippines.
	* For simple MOAs

In case of conflict between the Parties, arising from this Agreement, both Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and finD a mutually acceptable solution to their dispute. Existing University policies on alternative dispute resolution shall be followed by the parties.

Should the parties fail to reach an amicable settlement of their dispute, the same shall be submitted to arbitration, in accordance with Republic Act No. 9285 or the ADR Law of 2004. However, should the dispute between the Parties reach the courts of law, the parties agree that the competence courts of the City of Manila shall have exclusive jurisdiction over the same.

* Please include the following Intellectual Property and Economic Rights clause:
	+ For MOAs involving research activities:

All intellectual properties produced by virtue of and pursuant to this MOA shall be jointly owned by the creator, inventor and authors and the parties to this MOA.

Any publication or report arising from the activities undertaken by virtue and pursuant to this MOA shall clearly establish and identify the party/ies which provided the same funding as well as the names of authors, investors and researchers.

Both parties shall have the right to use all data and findings produced by virtue of and pursuant to the MOA for the enhancement of their academic or official functions and research programs however, the details of the research outputs which have a potential for patent and/or commercialization may not be disclosed without the mutual written agreement of the parties. IP rights shall be governed by the University of the Philippines Intellectual Property Rights Policy, Republic Act Nos. 8293, 10055, 8439 as well as other related and relevant laws and executive orders, department circulars on intellectual property rights incluing the amendments and implementing rules and regulations.

* Please format the Acknowledgement portion as follows:

Republic of the Philippines)

City of Manila ) s.s.

Acknowledgement

 BEFORE ME, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, affiants exhibited to me their proof of identities indicated below:

|  |  |  |
| --- | --- | --- |
| Name | ID Number | Issued By/Date Issued |
|  |  |  |
|  |  |  |

Known to me to be the same person who executed the foregoing instruments and acknowledged to me that the same is their free and voluntary act and deed and that of the institutions they respectively represent.

This Instrument refers to the memorandum of Agreement consisting of \_\_\_\_ pages including this page where the acknowledgement is written and signed by the parties and their witnesses.

City of Manila, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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