Please notarize, scan, and email together with the other documentary requirements. Also, kindly send two original notarized copy with the other original signed documents via courier addressed to: OPRKM Director, G/F HEDC, Commission on Higher Education, C.P. Garcia, Quezon City. Thank you.

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 by its Chairman, **J. PROSPERO E. DE VERA III, DPA**, herein referred to as “**FIRST PARTY**”;

-and-

The **<COMPLETE NAME OF HEI>,** a public Higher Education Institution established under <RA or PD No.> with principal office at <City/Municipality, Province of Main Campus>, represented herein by its President, **<COMPLETE NAME AND TITLE OF THE PRESIDENT>,** herein referred to as “**SECOND PARTY**”

**WITNESSETH: That,**

**WHEREAS**, with hundreds of Filipinos infected, tens of deaths, and many more in danger of infection, the Philippines is affected by COVID-19 which was declared by the World Health Organization as a pandemic on 11 March 2020;

**WHEREAS,** President Rodrigo Roa Duterte,through Proclamation No. 922 dated 8 March 2020, enjoins all government agencies “to render full assistance and cooperation and mobilize necessary resources to undertake critical, urgent, and appropriate response and measures in a timely manner to curtail and eliminate the COVID-19 threat”;

**WHEREAS,** on 16 March 2020, the President, through Proclamation No. 929, declared a state of calamity for a period of six months and further reiterated the call for government agencies to mobilize necessary resources to curtail and eliminate the COVID-19 threat;

**WHEREAS,** the **SECOND PARTY** has the expertise and facilities to produce necessary goods and deliver important services to assist security, health, and local government front liners in their respective localities;

**WHEREAS,** the **FIRST PARTY** recognizes that there is a need to provide additional financial support to the **SECOND PARTY** in order to upgrade their institutional capability and sustain the production of much needed goods and/or the delivery of important services;

**WHEREAS**, CHED during its meeting on 24 March 2020 via Zoom approved the guidelines for the release of financial assistance to State Universities and Colleges producing goods and/or delivering services to curtail and eliminate the COVID-19 threat***;***

**WHEREAS,** in the same CEB meeting, the Commission authorized the Chairman to approve projects endorsed by concerned CHED offices;

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

1. **ROLES AND RESPONSIBILITIES OF THE PARTIES**
   * + - 1. The **FIRST PARTY** shall:
   1. Through its Higher Education Development Fund (HEDF) provide funding assistance to the **SECOND PARTY** in the amount of **<TOTAL AMOUNT IN WORDS AND IN FIGURES>** for the implementation of the extension program/project titled, *“<Title of the Project>”,*to be released in full in accordance with the approved Line Item Budget (LIB) Work Plan (WP) and Terms of Reference (TOR) contained in Annex “A”;
   2. Through its Monitoring and Evaluation Team, see to it that funds provided for to the **SECOND PARTY** shall be used properly and for the intended purposes specified;

2. The **SECOND PARTY** shall:

* 1. Properly utilize the funds provided by the **FIRST PARTY** and shall

see to it that these are used for the purpose for which the same are intended, in accordance with the approved WP and TOR, and subject to the usual accounting and auditing rules and regulations;

* 1. Issue an Official Receipt for every amount received from the **FIRST PARTY**;
  2. Deposit the funds received from the **FIRST PARTY** with any government authorized depository bank nearest the program site;

* 1. 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. Submit regular weekly updates/ report to the **FIRST PARTY** to include properly documented reports with complete attachments.
  3. Submit accomplishment/ terminal report to the **FIRST PARTY** within sixty (60) days after the completion of the program;
  4. Submit a liquidation report to the **FIRST PARTY**, certified correct by the Accountant and approved by the head of the institution within sixty (60) days after the completion of the program;
  5. Return to the **FIRST PARTY** any/ all unused balance of the program fund, including any/all income/ interest earned/ generated from the same, upon pre-termination or completion of the project within forty-five (45) but not more than sixty (60) calendar days, pursuant to Executive Order No. 338;
  6. 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;
  7. In realizing the program, and for the purpose of propriety, transparency and accountability, the **SECOND PARTY** shall faithfully observe the provisions of RA 9184 and its Implementing Rules and Regulations;
  8. Adhere to the prescribed accounting entries for booking up property/ equipment purchased out of the Program funds.
  9. Warrants that the products to be produced and/or service rendered are safe, effective, and cost-effective and that proper labels and instructions to beneficiaries are made and given as to the proper use of products and/or services.
  10. Warrants that relevant licensed professionals supervised the production of products and/or delivery of services and assumes sole responsibility for all the consequences relative to the use/ consumption of these products and/or the delivery of services.

**II. OWNERSHIP OF PURCHASED EQUIPMENT AND FACILITIES**

In the event that the grant shall include provision for equipment and facilities, the **FIRST PARTY** reserves the right to ownership over the purchased equipment and facilities subject of the grant until full liquidation by the **SECOND PARTY** is completed. Transfer of ownership of the said equipment and facilities in favor of the **SECOND PARTY** shall ensue upon issuance of Invoice Receipt of property by the **FIRST PARTY**, or completion of any other required accounting and audit procedure for the purpose.

**III. OWNERSHIP OF INTELLECTUAL PROPERTY**

The **FIRST PARTY** and **SECOND PARTY** hereby agree and understand that intellectual property rights, ownership and enjoyment thereof arising from this project shall be governed by the applicable provisions of **RA 10055** ***(An Act Providing the Framework and Support System for the Ownership****,* ***Management, Use, and Commercialization of Intellectual Property******Generated from Research and Development funded by Government and for other purposes)*,** **RA 8439** ***(An Act Providing a Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government)***, and **RA 8293** *(****An Act Prescribing the Intellectual Property Code and Establishing the Intellectual Property Office, Providing for Its Powers and Functions, and for Other Purposes****)*including their respective Implementing Rules and Regulations, as well as existing and future policies of the **FIRST PARTY** on Intellectual Property Rights such as but not limited to the following:

1. Any publication arising from the activities undertaken by virtue of and pursuant to this Memorandum of Agreement (MOA) shall clearly establish and identify the Parties as the source of the output and grant, respectively.

2. All reports arising from activities undertaken by virtue of and pursuant to this MOA shall be made in the name of the Parties, as source of the output and grant, respectively. The names of the Program Leaders/Project Leaders shall be identified, recognized and included in the report.

3. The **FIRST PARTY** shall have the right to freely use all data and findings by virtue of and pursuant to this Contract for any of the purposes within its legal mandate. The **SECOND PARTY,** acknowledged as Program Leaders/Project Leaders identified, recognized and included in the report, shall provide the **FIRST PARTY** written updates on the use of any of the data or information contained in the report and the purposes thereof, to ensure that government-funded researches are utilized, continuously supported, and properly documented for the widest dissemination and use by the general public, and to encourage further scientific studies and researches.

4. The **SECOND PARTY** shall ensure that the project and its outcome would not violate the intellectual property rights of any third party.

**IV. ACTIVITIES DEALING WITH INDIGENOUS PEOPLE’S PROPERTIES,**

**RESOURCES, KNOWLEDGE AND/OR HERITAGE**

In case the project would utilize any property, knowledge, heritage, culture, tradition, institution and/or any other resource that belong to any indigenous community, the **SECOND PARTY** has the responsibility of securing the indigenous community’s free prior informed consent and subject itself to the provisions and requirements relative to researchers and research outcomes provided in ***RA 8371 (An Act to Recognize, Protect and Promote the Rights of Indigenous Cultural Communities/Indigenous People, Creating a National Commission of Indigenous People, Establishing Implementing Mechanisms, Appropriating Funds Therefore, and for Other Purposes)*** and its Implementing Rules and Regulations, to protect and respect the community intellectual property rights of the concerned indigenous community.

For any violation of the provisions of the above law, with no valid cause to justify the same, the **FIRST PARTY** may exercise the option of rescinding the grant, through written notice given to the **SECOND PARTY** citing the particular violation found, and the **SECOND PARTY** may be required to return any and all funds subject of this research project.

**V. ETHICAL CONDUCT OF EXTENSION ACTIVITIES**

The **SECOND PARTY** has the responsibility of ensuring that the conduct of the activities is in accordance with ethical standards especially those affecting vulnerable and marginalized sectors and communities. The same sanction cited in the next preceding Section shall apply to violations found under this provision of the Contract.

**VI. TERMINATION AGREEMENT OR NOTICE**

The **FIRST PARTY** may, based on evidence of failure of the SECOND PARTY to comply with the terms of the grant agreement, or in the event the SECOND PARTY incurs unreasonable delay, inaction, or break of obligation under the Memorandum of Agreement, issue a notice of intent to terminate the grant agreement. The notice of intent to terminate has the force and effect of 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 implementing grantee. The **FIRST PARTY** shall give not less than ten days written notice to the **SECOND PARTY** of intent to terminate the grant in whole or in part.

After the **SECOND PARTY** has been notified and/or afforded opportunity for discussion, the Director concerned may request authorization from the Commission en Banc to terminate the grant in whole or in part. If the Commission en Banc concurs in the termination action, the termination notice will be forwarded to the **SECOND PARTY**. 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.

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation or interpretation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

**VII. BASIS FOR TERMINATION**

A grant may be terminated by the **FIRST PARTY** for cause. Cause for termination of the **FIRST PARTY** includes failure of the **SECOND PARTY** to make satisfactory progress toward achieving level of participation; or other evidence satisfactory to the **FIRST PARTY** that the **SECOND PARTY** has failed or is unable to perform in accordance with the provisions of the grant agreement as provided in the relevant CHED Memorandum Order.

**VIII. EFFECT OF GRANT TERMINATION**

Where cause for grant termination is based on the **SECOND PARTY’s** failure or inability to perform, upon termination, the **SECOND PARTY** must refund that portion of the grant funds paid or owed to the **FIRST PARTY** and allocable to the terminated project work. Only funds need to meet existing obligation shall be retained. All other funds shall be refunded to the **FIRST PARTY**. The **SECOND PARTY** shall not make any new commitments or enter into new contracts. The **SECOND PARTY** shall also reduce the amount of other outstanding commitments insofar as possible.

**IX. 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.

**X. DOCUMENTS COMPRISING THIS AGREEMENT**

All appendices 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.

**XI. EFFECTIVITY OF THE AGREEMENT**

This Agreement shall take effect upon the release of funds to the concerned HEI for the project implementation and shall be in effect for a period of three (3) months from the release of funds and is automatically extended should the community quarantine is extended by government.

**IN WITNESS WHEREOF**, the parties hereunto have affixed their respective signatures this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

|  |  |
| --- | --- |
| **COMMISSION ON HIGHER EDUCATION**  *FIRST PARTY* | **<NAME OF HEI>**  *SECOND PARTY* |
| *By:* | *By:* |

|  |  |
| --- | --- |
| **J. PROSPERO E. DE VERA III, DPA**  **Chairman** | **<NAME AND TITLE OF PRES>**  **President** |

*Signed in the presence of*:

|  |  |
| --- | --- |
| **NELSON G. CAINGHOG**  Director IV  CHED-OPRKM | **<NAME OF VP>**  Vice President for <…..>  <NAME OF HEI> |

**CERTIFIED AS TO AVAILABILITY OF FUNDS**

**MYRA PAZ B. MANALO, CPA**

Chief Accountant, CHED-HEDFS

# Acknowledgment

**REPULIC OF THE PHILIPPINES)**

**City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )S. S.**

**BEFORE ME**, a Notary Public, for and in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, personally appeared:

|  |  |  |
| --- | --- | --- |
|  | ID No. | Issued on/Issued at |
| **J. PROSPERO E. DE VERA III, DPA** | CO-0394 | January 29, 2018  CHED Central Office |
| **<NAME OF PRESIDENT>** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Known to me and to me known to be 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 seven (7) 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.

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## NOTARY PUBLIC

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| Book No. \_\_\_; |  |

Series of 2020