

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

The **SAINT MARY'S UNIVERSITY (SMU) OF BAYOMBONG**, a private Catholic educational institution, with principal office at Bayombong, Nueva Vizcaya, represented hereto by DR. JOHN OCTAVIOUS S. PALINA, Ph.D., DBA, University President, herein referred to as **FIRST PARTY**,

The **BARANGAY LGU OF IPIL-CUNEG, BAYOMBONG, NUEVA VIZCAYA**, a local government unit established and existing under the laws of the Republic of the Philippines with Office address at Barangay Hall, Ipil-Cuneg, Bayombong, Nueva Vizcaya, duly represented by HON. ARTHUR B. FORTEZ, Barangay Captain, herein referred to as **SECOND PARTY**,

AND

The **IPIL-CUNEG, BAYOMBONG, NUEVA VIZCAYA**, duly represented by MR. WILBER A. PUHL, resident of Ipil-Cuneg, herein after referred to as the **ADOPTED COMMUNITY**,

WITNESSETH: That,

WHEREAS, the **FIRST PARTY** as a learning institution has three-fold functions, which are **INSTRUCTION, RESEARCH, AND EXTENSION**;

WHEREAS, the **FIRST PARTY** subscribes to rights-based approach to SMU Senior High School (SHS) and Lingkod Maria Community Development and Advocacy Center (LMCDAC) that seeks an honest to goodness and in-depth implementation of SMU Community Extension Program;

WHEREAS, the **SECOND PARTY** identifies Barangay Ipil-Cuneg, Bayombong, Nueva Vizcaya as a community that deserves to receive extension programs for integral social change and development;

WHEREAS, on March 15, 2022, the **SECOND PARTY** agrees that the **FIRST PARTY** shall adopt Barangay Ipil-Cuneg, Bayombong as its adopted community in accordance with the provisos as stated below;

WHEREAS, ALL PARTIES have agreed to execute this Memorandum of Agreement to come up with the extent of participation, roles, and obligation of ALL PARTIES;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants, agreements and stipulations hereinafter set forth, the parties hereto agree on the following:

1. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The **FIRST PARTY** shall

A. Research

1. Conduct baseline activities like community profiling and assessment studies like needs, outcome, and/or impact assessments;

2. Secure free prior and informed consent in the conduct of other pertinent research;
3. Observe the provisions in the Data Privacy Act of 2012

B. Extension Services

1. Craft program/project proposals that are based on the identified and assessed needs;
2. Implement programs/projects that are based on SMU's advocacies and flagship programs, to wit:
 - a. IP Advocacy and Development Program
 - b. Sustainable Environment Program
 - c. Disaster Risk Reduction Program
 - d. Hunger Alleviation Program
 - e. Health and Wellbeing Program
 - f. Poverty Alleviation Program
 - g. Socio-Pastoral Program
 - h. Education For All Program
3. Monitor and evaluate the implementation of the programs/projects

C. Outreach Services

1. Provide dole-out activities that involve one-time and immediate need assistance to victims of disasters and calamities, occasional gift-giving, and feeding.

D. Others

1. Continuously coordinate with the SECOND PARTY in the event that there shall be transition and changes in the Barangay Council.

2. The SECOND PARTY shall:

A. Research

1. Provide necessary baseline data in the conduct of community profiling, assessment studies, and other relevant community research; and
2. Provide free assistance and/or resources like contact person and enumerator during community profiling, assessment studies, and other relevant research in the community.

B. Extension Services

1. Collaborate in the crafting of programs/ project proposals; and
2. Provide free assistance in the form of support staff and/or other resources, when such need arises, in the implementation of the programs/projects

C. Outreach Services

1. Coordinate with the FIRST PARTY in circumstances that the ADOPTED COMMUNITY needs assistance in times of calamities like typhoons.
2. Provide free assistance in the form of support staff and other resources when such need arises in implementing the dole-out activities.

D. Others

1. Honor this Agreement in the event that there will be a transition and changes in leadership in the Barangay Council.

3. The ADOPTED COMMUNITY shall:

A. Research

1. Duly participate in the conduct of community profiling, assessment studies, and other relevant community research;
2. Provide honest and truthful data and information relevant to the research/es being conducted;

B. Extension Services

1. Duly participate in the implementation of the programs/projects;
2. Duly participate in the monitoring and evaluation of the implementation of the programs/projects

C. Outreach Services

1. Communicate with the FIRST PARTY AND/OR SECOND PARTY regarding the specific needs that may arise during calamities and in other reasonable and justifiable occasions/circumstances.

D. Others

1. The ADOPTED COMMUNITY shall not make any new commitments or enter into new contracts with other academic institutions and agencies.

II. ACTIVITIES DEALING WITH INDIGENOUS PEOPLE'S PROPERTIES, RESOURCES, KNOWLEDGE AND/OR HERITAGE

In case the programs/projects would utilize any property, knowledge, heritage, culture, tradition, institution, and/or any other resource that belong to the ADOPTED COMMUNITY, the FIRST PARTY has the responsibility of securing the ADOPTED COMMUNITY'S free prior and informed consent and subject itself to the provisions and requirements relative to researchers and research outcomes provided in R.A. No. 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 adopted indigenous community.

For any violation of the provisions of the above law, with no valid cause to justify the same, the SECOND PARTY may exercise the option of rescinding this MOA through the written notice to the FIRST PARTY citing the particular violation found.

III. ACTIVITIES DEALING WITH INDIVIDUAL PERSONAL INFORMATION

In case the programs/projects would utilize the personal information of the members of the ADOPTED COMMUNITY, the FIRST PARTY has the responsibility to uphold the provisions and requirements provided in RA 10173 (An Act Protecting Individual Personal Information in Information and Communications Systems in the Government and the Private Sector, Creating for this Purpose a national Privacy Commission, and for Other Purposes) and its Implementing Rules and Regulations, to protect and respect the ADOPTED COMMUNITY members' personal information.

For any violation of the provisions of the above law, with no valid cause to justify the same, the SECOND PARTY may exercise the option of rescinding this MOA through written notice to the FIRST PARTY citing the particular violations found.

IV. ETHICAL CONDUCT OF EXTENSION ACTIVITIES

The FIRST PARTY has is responsible for ensuring that the conduct of activities is in accordance with the ethical standards, especially those affecting vulnerable and marginalized sectors and communities. Accordingly, the same sanction cited in the next preceding Section shall apply to violations found under this provision of the MOA.

Both parties shall observe the highest standards of ethics and integrity, avoid corrupt, fraudulent, or otherwise improper or unseemly practices or the appearance thereof, and immediately dissociate themselves from and take corrective action regarding any such practices that may nevertheless occur. Safeguards shall be established to prohibit the mentioned individuals from using their position for personal gain or from being affected by personal or organizational conflict of interest or personal gain. If an issue arises as to any of the foregoing, both parties shall promptly inform each party in writing of the issue, pertinent facts and conclusions, and any corrective actions proposed

V. MODIFICATION OF THIS AGREEMENT

This Agreement may be amended and modified from time to time, in writing, signed, sealed, and acknowledged by the parties, which amendments and modifications shall then be attached to the original of this Agreement.

VI. TERMINATION AGREEMENT OR NOTICE

This Agreement shall automatically expire at the end of the program/project period. However, this Agreement may be terminated by any party, in whole or in part, if both agree that the continuation of the programs/projects would not produce beneficial results. Both parties shall agree on the termination processes and conditions, including the effective date, and in case of partial termination, the portion to be terminated.

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

VII. BASIS FOR TERMINATION

The FIRST PARTY may be terminated this Agreement for a cause. Cause for termination of the FIRST PARTY includes failure of the SECOND PARTY and/or ADOPTED COMMUNITY to make satisfactory progress toward achieving the level of participation or other evidence acceptable to the FIRST PARTY that the SECOND PARTY and/or the ADOPTED COMMUNITY has/have failed or is/are unable to perform in accordance with the provisions of this Agreement.

VIII. 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.

IX. EFFECTIVITY OF THE AGREEMENT

This Agreement shall take effect immediately upon signing by the authorized representatives and shall remain in force until May 2026.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures at the Barangay Ipil-Cuneg Hall, Bayombong, Nueva Vizcaya, Philippines, this March 15, 2022.

FIRST PARTY

DR. JOHN OCTAVIOUS S. PALINA, Ph.D., DBA
University President

SECOND PARTY

HON. ARTHUR B. FORTEZ
Barangay Captain

ADOPTED COMMUNITY

MR. WILBER A. PUHI
Resident and Focal Person

Signed in the presence of:

FIRST PARTY

REV. FR. PHILIP A. YU JR., CICM
Vice President for Mission and Identity

MR. MELENCIO G. BERNARDINO JR.
Principal, Senior High School

MR. CHRISTOPHER ALLEN S. MARQUEZ, PHD
Director, LMCDAC

SECOND PARTY

HON. CONCHITA G. BALIMBIN
Barangay Councilor

HON. JOEL C. DUMALIAN SR.
Barangay Councilor

MR. HAZAN C. DANIEL
Teacher 3 - Teacher-in-charge, IES

ADOPTED COMMUNITY

HERMINA B. DINAMLING
Resident

ERLINDA A. ACAY
Resident

CLEARED
OFFICE OF THE LEGAL COUNSEL
DATE: MAR 14 2022



SAINT MARY'S UNIVERSITY

BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

LINGKOD MARIA COMMUNITY DEVELOPMENT AND ADVOCACY CENTER

Document Code	LMC-FO-016
Revision	01
Effectivity Date	2022/11/17
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Revision No.	Approval Date	Effectivity Date	Amendment
00	July 1, 2022	July 1, 2022	Initial Issue
01	November 17, 2022	November 17, 2022	Change in header

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

SAINT MARY'S UNIVERSITY (SMU), a private Catholic education institution, with principal office at Bayombong, Nueva Vizcaya, represented herein by MR. JOHN OCTAVIOUS S. PALINA, PHD, DBA, University President, herein referred to as FIRST PARTY,

The BARANGAY LGU OF COMMUNAL, SOLANO, NUEVA VIZCAYA, a local government unit established and existing under the laws of the Republic of the Philippines with office at Barangay Hall, Communal, Solano, Nueva Vizcaya, duly represented by HON. ROGELIO D. IGGUA, Barangay Captain, herein referred to as SECOND PARTY

AND

BANGUINGEY ELEMENTARY SCHOOL, duly represented by ROSEMARIE D. PALE, School Head, herein after referred to as the PARTNER COMMUNITY,

WITNESSETH: That,

WHEREAS, the FIRST PARTY as a learning institution has three-fold functions which are INSTRUCTION, RESEARCH, AND EXTENSION;

WHEREAS, the FIRST PARTY subscribes to rights-based approach to SMU Lingkod Maria Community Development and Advocacy Center (LMCDAC) that seeks an honest to goodness and in-depth implementation of SMU Community Engagement Program;

WHEREAS, the SECOND PARTY identifies Baguingey Elementary School that deserves to receive extension programs for integral social change and development;

WHEREAS, on the August 11, 2023, the SECOND PARTY agrees that the FIRST PARTY shall partner with BAGUINGEY ELEMENTARY SCHOOL;

WHEREAS, ALL PARTIES have agreed to make this Memorandum of Agreement to come up with the extent of participation, roles, and obligation of ALL PARTIES;

CLEAR
OFFICE OF THE LEGAL COUNSEL
DATE: AUG 03 2023



SAINT MARY'S UNIVERSITY

BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

LINGKOD MARIA COMMUNITY DEVELOPMENT AND ADVOCACY
CENTER

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NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants, agreements and stipulations hereinafter set forth, the parties hereto agree on the following:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The FIRST PARTY shall:

A. Research

1. conduct baseline activities like community profiling and assessment studies like needs, outcome, and/or impact assessments;
2. secure free prior and informed consent in the conduct of other pertinent researches;
3. observe the provisions in the Data Privacy Act of 2012;
4. provide, upon request of the PARTNER COMMUNITY, research trainings, capacitation, and assistance in running different kinds of statistical software, and their respective means of analyses and interpretations;

B. Extension Services

1. craft program/project proposals that are based on the identified and assessed needs;
2. implement programs/projects that are based on SMU's advocacies and flagship programs, to wit:
 - a. IP Advocacy and Development Program
 - b. Sustainable Environment Program
 - c. Disaster Risk Reduction Program
 - d. Hunger Alleviation Program
 - e. Health and Well-being Program
 - f. Poverty Alleviation Program
 - g. Socio-Pastoral Program
 - h. Education For All Program
3. monitor and evaluate the implementation of the programs/projects;

C. Outreach Services

1. provide dole-out activities that involve one-time and immediate need assistance to victims of disasters and calamities, occasional gift-giving and feeding; and

D. Others

1. continuously coordinate with the SECOND PARTY and the PARTNER COMMUNITY in the event that there shall be transition and changes in the Barangay Council and the School Administration respectively.

2. The SECOND PARTY shall:

A. Research

CLEARED
OFFICE OF THE LEGAL COUNSEL
DATE: AUG 03 2023



SAINT MARY'S UNIVERSITY

BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

LINGKOD MARIA COMMUNITY DEVELOPMENT AND ADVOCACY
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1. provide necessary baseline data in the conduct of community profiling, assessment studies and other relevant community researches;
2. provide free assistance and/or resources like contact person/s and enumerator/s during the conduct of community profiling, assessment studies, and other relevant researches in the community;

B. Extension Services

1. collaborate in the crafting of programs/project proposals;
2. provide free assistance in the form of support staff and/or other resources, when such need arises, in the implementation of the programs/projects;

C. Outreach Services

1. coordinate with the FIRST PARTY in circumstances that the PARTNER COMMUNITY needs assistance in times of calamities like typhoons;
2. provide free assistance in the form of support staff and/or other resources, when such need arises, in the implementation of the programs/projects; and

D. Others

1. honor and comply with this agreement in the event that there will be a transition and changes in leadership in the Barangay Council.

3. The PARTNER COMMUNITY shall:

A. Research

1. duly participate in the conduct of community profiling, assessment studies and other relevant community research studies;
2. provide honest and truthful data and information relevant to the research study or studies being conducted;
3. duly participate in research trainings, capacitation, and assistance in running different kinds of statistical software, and their respective means of analyses and interpretations;

B. Extension Services

1. duly participate in the implementation of the programs/projects;
2. duly participate in the monitoring and evaluation the implementation of the programs/projects;

C. Outreach Services

1. communicate with the FIRST PARTY AND/OR SECOND PARTY regarding the specific needs that may arise during calamities, force majeure, and in other reasonable and justifiable occasions/circumstances; and

D. Others

1. shall not make any new commitments or enter into new contracts with other academic institutions and agencies.

CLEAR
OFFICE OF THE LEGAL COUNSEL
DATE: AUG 03 2023



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II. ACTIVITIES DEALING WITH INDIGENOUS PEOPLE'S PROPERTIES, RESOURCES, KNOWLEDGE AND/OR HERITAGE

In case the programs/projects would utilize any property, knowledge, heritage, culture, tradition, institution and/or any other resource that belong to the PARTNER COMMUNITY, the FIRST PARTY has the responsibility of securing the PARTNER COMMUNITY'S free and prior and 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 adopted indigenous community.

For any violation of the provisions of the above law, with no valid cause to justify the same, the SECOND PARTY may exercise the option of rescinding this MOA, through the written notice to the FIRST PARTY citing the particular violation found.

III. ACTIVITIES DEALING WITH INDIVIDUAL PERSONAL INFORMATION

In case the programs/projects would utilize the personal information of the members of the PARTNER COMMUNITY, the FIRST PARTY has the responsibility to uphold the provisions and requirements provided in RA 10173 (An act Protecting Individual Personal Information in Information and Communications Systems in the Government and the Private Sector, Creating for this Purpose a National Privacy Commission, and for other Purposes) and its implementing rules and regulations, to protect and respect the PARTNER COMMUNITY members' personal information.

For any violation of the provisions of the above law, with no valid cause to justify the same, the SECOND PARTY may exercise the option of rescinding this MOA, through written notice to the FIRST PARTY citing the particular violations found.

IV. ETHICAL CONDUCT OF EXTENSION ACTIVITIES

The FIRST PARTY has the responsibility of ensuring that the conduct of activities is in accordance with the 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 MOA.

APPROVED
OFFICE OF THE LEGAL COUNSEL
AUG 03 2023



SAINT MARY'S UNIVERSITY

BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

LINGKOD MARIA COMMUNITY DEVELOPMENT AND ADVOCACY
CENTER

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Both parties shall observe the highest standards of ethics and integrity, avoid corrupt, fraudulent or otherwise improper or unseemly practices or the appearance thereof, and immediately dissociate itself from and take corrective action regarding any such practices that may nevertheless occur. Safeguards shall be established to prohibit the mentioned individuals from using their position for personal gain or from being affected by personal or organization conflict of interest or personal gain. If an issue arises as to any of the foregoing, both parties shall promptly inform each party in writing of the issue, pertinent facts and conclusions, and any corrective actions proposed

V. MODIFICATION OF THIS AGREEMENT

This agreement may be amended and modified from time to time, in writing, signed, and sealed and acknowledged by the parties which amendments and modifications shall then be attached to the original of this agreement.

VI. TERMINATION AGREEMENT OR NOTICE

This agreement shall automatically expire at the end of the program/project period. This agreement may be terminated by any party, in whole or in part, if both agree that the continuation of the programs/projects would not produce beneficial results. Both parties shall agree on the termination processes and conditions, including the effective date, and in case of partial termination, the portion to be terminated.

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

VII. BASIS FOR TERMINATION

This agreement may be terminated by the FIRST PARTY for cause. Cause for termination of the FIRST PARTY includes failure of the SECOND PARTY and/or the PARTNER COMMUNITY to make satisfactory progress toward achieving level of participation; or other evidence satisfactory to the FIRST PARTY that the SECOND PARTY and/or the PARTNER COMMUNITY has failed or is unable to perform in accordance with the provisions of this Agreement.

VIII. SEPARABILITY CLAUSE

CLEAR
OFFICE OF THE LEGAL COUNSEL
AUG 03 2023



SAINT MARY'S UNIVERSITY

BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

LINGKOD MARIA COMMUNITY DEVELOPMENT AND ADVOCACY
CENTER

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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.

IX. EFFECTIVITY OF THE AGREEMENT

This agreement shall take effect immediately upon signing by the authorized representatives and shall remain in force until its date of expiration/termination.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures at the Mini Boardroom, Saint Mary's University, Bayombong, Nueva Vizcaya, Philippines, this August 11, 2023.

FIRST PARTY


for JOHN OCTAVIOUS S. PALINA, PHD, DBA
University President

SECOND PARTY


HON. ROGELIO D. IGGUA
Barangay Captain

PARTNER COMMUNITY


ROSEMARIE D. PALE
Teacher III & Teacher In-Charge



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Signed in the presence of:

FIRST PARTY

MA. CRISTETA M. ADUCA, PHD
Principal, Grade School

JOY D. BALAWA
Coordinator, CDA Coordinator (Grade School)

SECOND PARTY

HON. PABLO M. PULISTA
Barangay Kagawad

HON. SAJAS D. NADIA
Barangay Kagawad

PARTNER COMMUNITY

NEIL KEVIN R. NAVARRETE
Teacher I, Adviser

ABEYARDO U. UYAMMI
PTA President

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

The SAINT MARY'S UNIVERSITY (SMU), a private Catholic education institution, with principal office at Bayombong, Nueva Vizcaya, represented herein by MR. JOHN OCTAVIOUS S. PALINA, PHD, DBA, University President, herein referred to as FIRST PARTY,

The BARANGAY LGU OF CABULUAN, VILLAVERDE, NUEVA VIZCAYA, a local government unit established and existing under the laws of the Republic of the Philippines with Office at Barangay Hall, Cabuluan, Villaverde, Nueva Vizcaya, duly represented by HON. JOHNNY TUGUINAY, Barangay Captain, herein referred to as SECOND PARTY,

AND

The PUROK GONGGONGB, CABULUAN, VILLAVERDE, NUEVA VIZCAYA, duly represented by OSCAR ONGALON, resident of Purok Gonggongob, Purok President, herein after referred to as the ADOPTED COMMUNITY,

WITNESSETH: That,

WHEREAS, the FIRST PARTY as a learning institution has three-fold functions which are INSTRUCTION, RESEARCH, AND EXTENSION;

WHEREAS, the FIRST PARTY subscribes to rights-based approach to SMU Lingkod Maria Community Development and Advocacy Center (LMCDAC) that seeks an honest to goodness and in-depth implementation of SMU Community Extension Program;

WHEREAS, the SECOND PARTY identifies Purok Gonggongob, Cabuluan, Villaverde, Nueva Vizcaya as a community that deserves to receive extension programs for integral social change and development;

WHEREAS, on September 15, 2021, the SECOND PARTY agrees that the FIRST PARTY shall adopt Purok Gonggongob, Cabuluan, Villaverde for the purpose as above stated;

WHEREAS, ALL PARTIES have agreed to make this Memorandum of Agreement to come up with the extent of participation, roles and obligation of ALL PARTIES;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants, agreements and stipulations hereinafter set forth, the parties hereto agree on the following:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The FIRST PARTY shall

A. Research

1. Conduct baseline activities like community profiling and assessment studies like needs, outcome and/or impact assessments;

CLEARED
OFFICE OF THE LEGAL COUNSEL
DATE: NOV 11 2021

2. Secure Free and Prior Informed Consent in the conduct of other pertinent researches;
3. Observe the pertinent provisions of Republic Act No. 10173 otherwise known as the Data Privacy Act of 2012 and other laws appurtenant thereto;

B. Extension Services

1. Craft program/project proposals that are based on the identified and assessed needs;
2. Implement programs/projects that are based on SMU's advocacies and flagship programs, to wit:
 - a. IP Advocacy and Development Program
 - b. Sustainable Environment Program
 - c. Disaster Risk Reduction Program
 - d. Hunger Alleviation Program
 - e. Health and Wellbeing Program
 - f. Poverty Alleviation Program
 - g. Socio-Pastoral Program
 - h. Education For All Program
3. Monitor and evaluate the implementation of the programs / projects

C. Outreach Services

1. Provide dole-out activities that involve one-time and immediate need assistance to victims of disasters and calamities, occasional gift-giving and feeding.

D. Others

1. Continuously coordinate with the SECOND PARTY in the event that there shall be transition and changes in the composition of the Barangay Council in accordance with the Local Government Code and other laws appurtenant thereto;

2. The SECOND PARTY shall:

A. Research

1. Provide necessary baseline data in the conduct of community profiling, assessment studies and other relevant community researches in accordance with law; and
2. Provide free assistance and/or resources like contact person and enumerator during the conduct of community profiling, assessment studies, and other relevant researches in the community.

B. Extension Services

1. Collaborate in the crafting of programs/ project proposals; and
2. Provide free assistance in the form of support staff and/or other resources, when such need arises, in the implementation of the programs/projects

C. Outreach Services

1. Coordinate with the FIRST PARTY in circumstances that the ADOPTED COMMUNITY needs assistance in times of calamities like typhoons.
2. Provide free assistance in the form of support staff and other resources, when such need arises, in the implementation of the dole-out activities.

CLEARED
OFFICE OF THE LEGAL COUNSEL
DATE: NOV 11 2021

D. Others

1. Honor and comply this Agreement in the event that there will be a transition, succession, and changes in the composition in the Barangay Council as a local government unit.

3. The ADOPTED COMMUNITY shall:

A. Research

1. Duly participate in the conduct of community profiling, assessment studies and other relevant community researches in accordance with law;
2. Provide honest and truthful data and information relevant to the research/es being conducted;

B. Extension Services

1. Duly participate in the implementation of the programs/projects;
2. Duly participate in the monitoring and evaluation the implementation of the programs / projects

C. Outreach Services

1. Communicate with the FIRST PARTY AND/OR SECOND PARTY regarding the specific needs that may arise during calamities, force majeure, and in other reasonable and justifiable occasions/circumstances.

D. Others

1. The ADOPTED COMMUNITY shall not make any new commitments or enter into new contracts with other academic institutions and agencies except the parties hereof.

II. ACTIVITIES DEALING WITH INDIGENOUS PEOPLE'S PROPERTIES, RESOURCES, KNOWLEDGE AND/OR HERITAGE

In case the programs/projects would utilize any property, knowledge, heritage, culture, tradition, institution and/or any other resource that belong to the ADOPTED COPMMUNITY, the FIRST PARTY has the responsibility of securing the ADOPTED COMMUNITY'S Free and 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 adopted indigenous community.

For any violation of the provisions of the above law, with no valid cause to justify the same, the SECOND PARTY may exercise the option of rescinding this MOA, through the written notice to the FIRST PARTY citing the particular violation found.

III. ACTIVITIES DEALING WITH INDIVIDUAL PERSONAL INFORMATION

In case the programs/projects would utilize the personal information of the members of the ADOPTED COMMUNITY, the FIRST PARTY has the responsibility

CLEARED
OFFICE OF THE LEGAL COUNSEL
DATE: NOV 11 2021

to uphold the provisions and requirements provided in RA 10173 (An act Protecting Individual Personal Information in Information and Communications Systems in the Government and the Private Sector, Creating for this Purpose a national Privacy Commission, and for Other Purposes) and its Implementing Rules and Regulations, to protect and respect the ADOPTED COMMUNITY members' personal information.

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The FIRST PARTY has the responsibility of ensuring that the conduct of activities is in accordance with the 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 MOA.

Both parties shall observe the highest standards of ethics and integrity, avoid corrupt, fraudulent or otherwise improper or unseemly practices or the appearance thereof, and immediately dissociate itself from and take corrective action regarding any such practices that may nevertheless occur. Safeguards shall be established to prohibit the mentioned individuals from using their position for personal gain or from being affected by personal or organization conflict of interest or personal gain. If an issue arises as to any of the foregoing, both parties shall promptly inform each party in writing of the issue, pertinent facts and conclusions, and any corrective actions proposed

V. NO EMPLOYER-EMPLOYEE RELATIONSHIP; NO LIABILITY CLAUSE

There shall be no employer-employee relationship between the FIRST PARTY and SECOND PARTY or between the former and the latter's own workers and/or personnel. As such, FIRST PARTY shall not be responsible for any of the SECOND PARTY's employees' claim of any nature whatsoever arising out of their duties as employees;

Further, the SECOND PARTY shall hold the FIRST PARTY free and harmless from any and all liability and responsibility for any sickness or injury to its employees and third parties and damage to property which they may sustain and/or at any time during the period of this agreement including time spent in travelling to and from any and all premises and locations where they may be required to go as part of this agreement;

VI. ENTIRETY OF THE AGREEMENT AND ITS MODIFICATION IF ANY

This Agreement constitutes the entire and only understanding between the FIRST PARTY and the SECOND PARTY and supersedes any and all prior agreements, arrangements, communications, or representations, whether verbal or written.

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CLEARED
OFFICE OF THE LEGAL COUNSEL
DATE: NOV 11 2021

This agreement may be amended and modified from time to time, in writing, signed, and sealed and acknowledged by the parties which amendments and modifications shall then be attached to the original of this Agreement.

VII. TERMINATION AGREEMENT OR NOTICE

This agreement shall automatically expire at the end of the program/project period. This agreement may be terminated by any party, in whole or in part, if both agree that the continuation of the programs/projects would not produce beneficial results. Both parties shall agree on the termination processes and conditions, including the effective date, and in case of partial termination, the portion to be terminated.

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

VIII. BASIS FOR TERMINATION

This Agreement may be terminated by the FIRST PARTY for cause. Cause for termination of the FIRST PARTY includes failure of the SECOND PARTY and/or ADOPTED COMMUNITY to make satisfactory progress toward achieving level of participation; or other evidence satisfactory to the FIRST PARTY that the SECOND PARTY and/or the ADOPTED COMMUNITY has/have failed or is/are unable to perform in accordance with the provisions of this Agreement.

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. EFFECTIVITY OF THE AGREEMENT

This agreement shall take effect immediately upon signing by the authorized representatives and shall remain in force until May 2026.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures at Barangay Cabuluan Hall, Villaverde, Philippines, this November 18, 2021 .

FIRST PARTY

MR. JOHN OCTAVIOUS S. PALINA, PHD, DBA
University President

SECOND PARTY

HON. JOHNNY YUGUINAY
Barangay Captain

ADOPTED COMMUNITY

OSCAR ONGALON
Resident and Focal Person

CLEARED
OFFICE OF THE LEGAL COUNSEL
DATE: NOV 11 2021

Signed in the presence of:

FIRST PARTY 

REV. FR. ~~PHILIP~~ A YU JR., CICM
Vice President for Mission and Identity

MR. CHRISTOPHER ALLEN S. MARQUEZ, PHD
Director, LMCDAC

SECOND PARTY 

MARCELINO B. TAYABAN SR.
Barangay Councilor

CARMELITA L. PALE
VPPE/S Principal

ADOPTED COMMUNITY

DENNIS HALLIGAO
Resident, Sitio Gonggongob


AGUSTIN TAN-UM
Resident, Sitio Gonggongob


CLEARED
OFFICE OF THE BARANGAY COUNCIL
DATE: NOV 16 2021

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

The SAINT MARY'S UNIVERSITY (SMU), a private Catholic education institution, with principal office at Bayombong, Nueva Vizcaya, represented herein by MR. JOHN OCTAVIOUS S. PALINA, PHD, DBA, University President, herein referred to as FIRST PARTY,

The BARANGAY LGU OF BARETBET, BAGABAG, NUEVA VIZCAYA, a local government unit established and existing under the laws of the Republic of the Philippines with Office at Barangay Hall, Baretbet, Bagabag, Nueva Vizcaya, duly represented by HON. ESTELITA C. URMANITA, Barangay Captain, herein referred to as SECOND PARTY,

AND

The SITIO MASINA, BARETBET, BAGABAG, NUEVA VIZCAYA, duly represented by MR. BERNARDO R. MANIMTIM, resident of Sitio Masina, herein after referred to as the ADOPTED COMMUNITY,

WITNESSETH: That,

WHEREAS, the FIRST PARTY as a learning institution ha three-fold functions which are INSTRUCTION, RESEARCH, AND EXTENSION;

WHEREAS, the FIRST PARTY subscribes to rights-based approach to SMU Lingkod Maria Community Development and Advocacy Center (LMCDAC) that seeks an honest to goodness and in-depth implementation of SMU Community Extension Program;

WHEREAS, the SECOND PARTY identifies Sitio Masina, Baretbet, Bagabag, Nueva Vizcaya as a community that deserves to receive extension programs for integral social change and development;

WHEREAS, on August 26, 2021, the SECOND PARTY agrees that the FIRST PARTY shall adopt Sitio Masina, Baretbet, Bagabag;

WHEREAS, ALL PARTIES have agreed to make this Memorandum of Agreement to come up with the extent of participation, roles and obligation of ALL PARTIES;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants, agreements and stipulations hereinafter set forth, the parties hereto agree on the following:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The FIRST PARTY shall

A. Research

1. Conduct baseline activities like community profiling and assessment studies like needs, outcome and/or impact assessments;
2. Secure free prior and informed consent in the conduct of other pertinent researches;

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OFFICE OF THE LEGAL COUNSEL
DATE: NOV 04 2021

3. Observe the provisions in the Data Privacy Act of 2012

B. Extension Services

1. Craft program/project proposals that are based on the identified and assessed needs;
2. Implement programs/projects that are based on SMU's advocacies and flagship programs, to wit:
 - a. IP Advocacy and Development Program
 - b. Sustainable Environment Program
 - c. Disaster Risk Reduction Program
 - d. Hunger Alleviation Program
 - e. Health and Wellbeing Program
 - f. Poverty Alleviation Program
 - g. Socio-Pastoral Program
 - h. Education For All Program
3. Monitor and evaluate the implementation of the programs / projects

C. Outreach Services

1. Provide dole-out activities that involve one-time and immediate need assistance to victims of disasters and calamities, occasional gift-giving and feeding.

D. Others

1. Continuously coordinate with the SECOND PARTY in the event that there shall be transition and changes in the Barangay Council.

2. The SECOND PARTY shall:

A. Research

1. Provide necessary baseline data in the conduct of community profiling, assessment studies and other relevant community researches; and
2. Provide free assistance and/or resources like contact person and enumerator during the conduct of community profiling, assessment studies, and other relevant researches in the community.

B. Extension Services

1. Collaborate in the crafting of programs/ project proposals; and
2. Provide free assistance in the form of support staff and/or other resources, when such need arises, in the implementation of the programs/projects

C. Outreach Services

1. Coordinate with the FIRST PARTY in circumstances that the ADOPTED COMMUNITY needs assistance in times of calamities like typhoons.
2. Provide free assistance in the form of support staff and other resources, when such need arises, in the implementation of the dole-out activities.

D. Others

1. Honor this Agreement in the event that there will be a transition and changes in leadership in the Barangay Council.

3. The ADOPTED COMMUNITY shall:

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OFFICE OF THE LEADER
DATE: NOV 08 2021

A. Research

1. Duly participate in the conduct of community profiling, assessment studies and other relevant community researches;
2. Provide honest and truthful data and information relevant to the research/es being conducted;

B. Extension Services

1. Duly participate in the implementation of the programs/projects;
2. Duly participate in the monitoring and evaluation the implementation of the programs / projects

C. Outreach Services

1. Communicate with the FIRST PARTY AND/OR SECOND PARTY regarding the specific needs that may arise during calamities, and in other reasonable and justifiable occasions/circumstances.

D. Others

1. The ADOPTED COMMUNITY shall not make any new commitments or enter into new contracts with other academic institutions and agencies.

II. ACTIVITIES DEALING WITH INDIGENOUS PEOPLE'S PROPERTIES, RESOURCES, KNOWLEDGE AND/OR HERITAGE

In case the programs/projects would utilize any property, knowledge, heritage, culture, tradition, institution and/or any other resource that belong to the ADOPTED COPMMUNITY, the FIRST PARTY has the responsibility of securing the ADOPTED COMMUNITY'S free prior and 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 adopted indigenous community.

For any violation of the provisions of the above law, with no valid cause to justify the same, the SECOND PARTY may exercise the option of rescinding this MOA, through the written notice to the FIRST PARTY citing the particular violation found.

III. ACTIVITIES DEALING WITH INDIVIDUAL PERSONAL INFORMATION

In case the programs/projects would utilize the personal information of the members of the ADOPTED COMMUNITY, the FIRST PARTY has the responsibility to uphold the provisions and requirements provided in RA 10173 (An act Protecting Individual Personal Information in Information and Communications Systems in the Government and the Private Sector, Creating for this Purpose a national Privacy Commission, and for Other Purposes) and its Implementing Rules and Regulations, to protect and respect the ADOPTED COMMUNITY members' personal information.

For any violation of the provisions of the above law, with no valid cause to justify the same, the SECOND PARTY may exercise the option of rescinding this

CLEARED
OFFICE OF THE LEGAL COUNSEL
DATE: NOV 04 2021

MOA, through written notice to the FIRST PARTY citing the particular violations found.

IV. ETHICAL CONDUCT OF EXTENSION ACTIVITIES

The FIRST PARTY has the responsibility of ensuring that the conduct of activities is in accordance with the 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 MOA.

Both parties shall observe the highest standards of ethics and integrity, avoid corrupt, fraudulent or otherwise improper or unseemly practices or the appearance thereof, and immediately dissociate itself from and take corrective action regarding any such practices that may nevertheless occur. Safeguards shall be established to prohibit the mentioned individuals from using their position for personal gain or from being affected by personal or organization conflict of interest or personal gain. If an issue arises as to any of the foregoing, both parties shall promptly inform each party in writing of the issue, pertinent facts and conclusions, and any corrective actions proposed

V. MODIFICATION OF THIS AGREEMENT

This agreement may be amended and modified from time to time, in writing, signed, and sealed and acknowledged by the parties which amendments and modifications shall then be attached to the original of this Agreement.

VI. TERMINATION AGREEMENT OR NOTICE

This agreement shall automatically expire at the end of the program/project period. This agreement may be terminated by any party, in whole or in part, if both agree that the continuation of the programs/projects would not produce beneficial results. Both parties shall agree on the termination processes and conditions, including the effective date, and in case of partial termination, the portion to be terminated.

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

VII. BASIS FOR TERMINATION

This Agreement may be terminated by the FIRST PARTY for cause. Cause for termination of the FIRST PARTY includes failure of the SECOND PARTY and/or ADOPTED COMMUNITY to make satisfactory progress toward achieving level of participation; or other evidence satisfactory to the FIRST PARTY that the SECOND PARTY and/or the ADOPTED COMMUNITY has/have failed or is/are unable to perform in accordance with the provisions of this Agreement.

VIII. 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.

CLEARED
OFFICE OF THE LEGAL COUNSEL
DATE: NOV 04 2021

IX. EFFECTIVITY OF THE AGREEMENT

This agreement shall take effect immediately upon signing by the authorized representatives and shall remain in force until May 2026.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures at the Barangay Baretbet Hall, Bagabag, Nueva Vizcaya, Philippines, this November 5, 2021.

FIRST PARTY

MR. JOHN OCTAVIOUS S. PALINA, PHD, DBA
University President

SECOND PARTY

HON. ESTELITA C. URMANITA
Barangay Captain

ADOPTED COMMUNITY

MR. BERNARDO R. MANIMTIM
Resident and Focal Person

Signed in the presence of:

FIRST PARTY

REV. FR. PHILIP A. YU JR., CICM
Vice President for Mission and Identity

SECOND PARTY

HON. RAYMUNDO D. GALLO
Barangay Councilor

MR. CHRISTOPHER ALLEN S. MARQUEZ, PHD
Director, LMCDAC

HON. NORBERTO T. SANTIAGO SR.
Barangay Councilor

ADOPTED COMMUNITY

MR. GLEN BALITE
Sitio Masina President

MR. BERNARDO R. MANIMTIM
Sitio Site Association President

CLEARED
OFFICE OF THE LEGAL COUNSEL
DATE: NOV. 04 2021



SAINT MARY'S UNIVERSITY

BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

LINGKOD MARIA COMMUNITY DEVELOPMENT AND ADVOCACY
CENTER

Document Code	LMC-FO-016
Revision	01
Effectivity Date	2022/11/17
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Revision No.	Approval Date	Effectivity Date	Amendment
00	July 1, 2022	July 1, 2022	Initial Issue
01	November 17, 2022	November 17, 2022	Change in header

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

SAINT MARY'S UNIVERSITY (SMU), a private Catholic education institution, with principal office at Bayombong, Nueva Vizcaya, represented herein by MR. JOHN OCTAVIOUS S. PALINA, PHD, DBA, University President, herein referred to as FIRST PARTY,

The BARANGAY LGU OF MASOC, BAYOMBONG, NUEVA VIZCAYA, a local government unit established and existing under the laws of the Republic of the Philippines with office at Barangay Hall, Masoc, Bayombong, Nueva Vizcaya, duly represented by HON. FERDINAND L. PINKIHAN, Barangay Captain, herein referred to as SECOND PARTY

AND

SITIO PAWAK, duly represented by MR. RODOLFO A. SAQUING, Purok President, and PAWAK ELEMENTARY SCHOOL, duly represented by MR. SILVESTER JHON B. BATA, Teacher-in-Charge, herein after referred to as PARTNER COMMUNITIES,

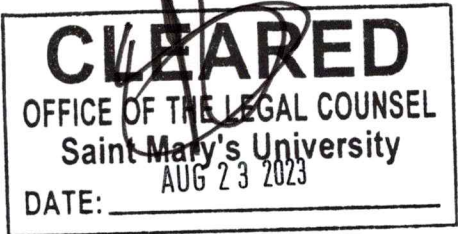
WITNESSETH: That,

WHEREAS, the FIRST PARTY as a learning institution has three-fold functions which are INSTRUCTION, RESEARCH, AND EXTENSION;

WHEREAS, the FIRST PARTY subscribes to rights-based approach to SMU Lingkod Maria Community Development and Advocacy Center (LMCDAC) that seeks an honest to goodness and in-depth implementation of SMU Community Engagement Programs;

WHEREAS, the SECOND PARTY identifies Sitio Pawak and Pawak Elementary School that deserve to receive extension programs for integral social change and development;

WHEREAS, on August 23, 2023, the SECOND PARTY agrees that the FIRST PARTY shall partner with SITIO PAWAK and PAWAK ELEMENTARY SCHOOL;





SAINT MARY'S UNIVERSITY

BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

LINGKOD MARIA COMMUNITY DEVELOPMENT AND ADVOCACY
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WHEREAS, ALL PARTIES have agreed to make this Memorandum of Agreement to come up with the extent of participation, roles, and obligation of ALL PARTIES;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants, agreements and stipulations hereinafter set forth, the parties hereto agree on the following:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The FIRST PARTY shall:

A. Research

1. conduct baseline activities like community profiling and assessment studies like needs, outcome, and/or impact assessments;
2. secure free prior and informed consent in the conduct of other pertinent researches;
3. observe the provisions in the Data Privacy Act of 2012;

B. Extension Services

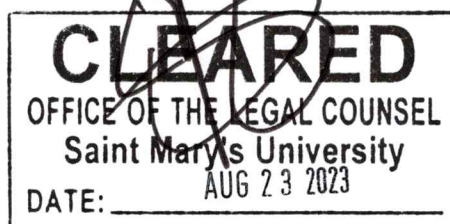
1. craft program/project proposals that are based on the identified and assessed needs;
2. implement programs/projects that are based on SMU's advocacies and flagship programs, to wit;
 - a. IP Advocacy and Development Program
 - b. Sustainable Environment Program
 - c. Disaster Risk Reduction Program
 - d. Hunger Alleviation Program
 - e. Health and Well-being Program
 - f. Poverty Alleviation Program
 - g. Socio-Pastoral Program
 - h. Education For All Program
3. monitor and evaluate the implementation of the programs/projects;

C. Outreach Services

1. provide dole-out activities that involve one-time and immediate need assistance to victims of disasters and calamities, occasional gift-giving and feeding; and

D. Others

1. continuously coordinate with the SECOND PARTY and the PARTNER COMMUNITIES in the event that there shall be transition and changes in the Barangay Council and the School Administration respectively.





SAINT MARY'S UNIVERSITY

BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

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2. The SECOND PARTY shall:

A. Research

1. provide necessary baseline data in the conduct of community profiling, assessment studies and other relevant community researches;
2. provide free assistance and/or resources like contact person/s and enumerator/s during the conduct of community profiling, assessment studies, and other relevant researches in the community;

B. Extension Services

1. collaborate in the crafting of programs/project proposals;
2. provide free assistance in the form of support staff and/or other resources, when such need arises, in the implementation of the programs/projects;

C. Outreach Services

1. coordinate with the FIRST PARTY in circumstances that the PARTNER COMMUNITY needs assistance in times of calamities like typhoons;
2. provide free assistance in the form of support staff and/or other resources, when such need arises, in the implementation of the programs/projects; and

D. Others

1. honor and comply with this agreement in the event that there will be a transition and changes in leadership in the Barangay Council.

3. The PARTNER COMMUNITIES shall:

A. Research

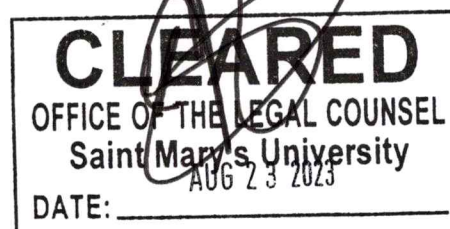
1. duly participate in the conduct of community profiling, assessment studies and other relevant community research studies;
2. provide honest and truthful data and information relevant to the research study or studies being conducted;
3. duly participate in research trainings, capacitation, and assistance in running different kinds of statistical software, and their respective means of analyses and interpretations;

B. Extension Services

1. duly participate in the implementation of the programs/projects;
2. duly participate in the monitoring and evaluation the implementation of the programs/projects;

C. Outreach Services

1. communicate with the FIRST PARTY AND/OR SECOND PARTY regarding the specific needs that may arise during calamities, force majeure, and in other reasonable and justifiable occasions/circumstances; and





SAINT MARY'S UNIVERSITY

BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

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D. Others

1. shall not make any new commitments or enter into new contracts with other academic institutions;
2. Shall not make any new commitments or enter into new contracts with other agencies, unless communicated to the FIRST PARTY with granted permission where stipulations as regard the partnership are observed, assuring the harmonization of the programs/projects;

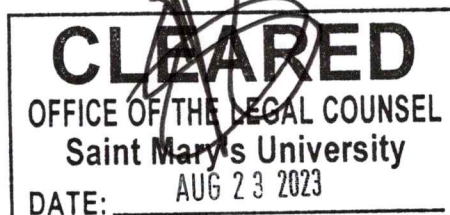
II. ACTIVITIES DEALING WITH INDIGENOUS PEOPLE'S PROPERTIES, RESOURCES, KNOWLEDGE AND/OR HERITAGE

In case the programs/projects would utilize any property, knowledge, heritage, culture, tradition, institution and/or any other resource that belong to the PARTNER COMMUNITIES, the FIRST PARTY has the responsibility of securing the PARTNER COMMUNITIES' free and prior and 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 (IRR), to protect and respect the community intellectual property rights of the partner indigenous community.

For any violation of the provisions of the above law, with no valid cause to justify the same, the SECOND PARTY may exercise the option of rescinding this MOA, through the written notice to the FIRST PARTY citing the particular violation found.

III. ACTIVITIES DEALING WITH INDIVIDUAL PERSONAL INFORMATION

In case the programs/projects would utilize the personal information of the members of the PARTNER COMMUNITIES, the FIRST PARTY has the responsibility to uphold the provisions and requirements provided in RA 10173 (An Act Protecting Individual Personal Information in Information and Communications Systems in the Government and the Private Sector, Creating for this Purpose a National Privacy Commission, and for other Purposes) and its IRR, to protect and respect the PARTNER COMMUNITIES' personal information of members.





SAINT MARY'S UNIVERSITY

BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

LINGKOD MARIA COMMUNITY DEVELOPMENT AND ADVOCACY
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For any violation of the provisions of the above law, with no valid cause to justify the same, the SECOND PARTY may exercise the option of rescinding this MOA, through written notice to the FIRST PARTY citing the particular violations found.

IV. ETHICAL CONDUCT OF EXTENSION ACTIVITIES

The FIRST PARTY has the responsibility of ensuring that the conduct of activities is in accordance with the ethical standards especially those affecting vulnerable and marginalized sectors and communities. The same sanction cited in the succeeding section shall apply to violations found under this provision of the MOA.

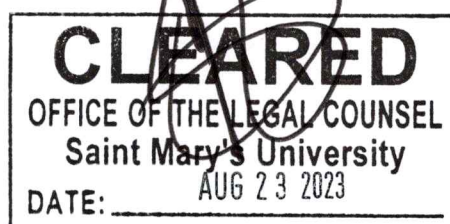
Both parties shall observe the highest standards of ethics and integrity, avoid corrupt, fraudulent or otherwise improper or unseemly practices or the appearance thereof, and immediately dissociate itself from and take corrective action regarding any such practices that may nevertheless occur. Safeguards shall be established to prohibit the mentioned individuals from using their position for personal gain or from being affected by personal or organization conflict of interest or personal gain. If an issue arises as to any of the foregoing, both parties shall promptly inform each party in writing of the issue, pertinent facts and conclusions, and any corrective actions proposed

V. MODIFICATION OF THIS AGREEMENT

This agreement may be amended and modified from time to time, in writing, signed, and sealed and acknowledged by the parties which amendments and modifications shall then be attached to the original of this agreement.

VI. TERMINATION AGREEMENT OR NOTICE

This agreement shall automatically expire at the end of the program/project period. This agreement may be terminated by any party, in whole or in part, if both agree that the continuation of the programs/projects would not produce beneficial results. Both parties shall agree on the termination processes and conditions, including the effective date, and in case of partial termination, the portion to be terminated.





SAINT MARY'S UNIVERSITY

BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

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

VII. BASIS FOR TERMINATION

This agreement may be terminated by the FIRST PARTY for cause. Cause for termination of the FIRST PARTY includes failure of the SECOND PARTY and/or the PARTNER COMMUNITY to make satisfactory progress toward achieving level of participation; or other evidence satisfactory to the FIRST PARTY that the SECOND PARTY and/or the PARTNER COMMUNITY has failed or is unable to perform in accordance with the provisions of this agreement.

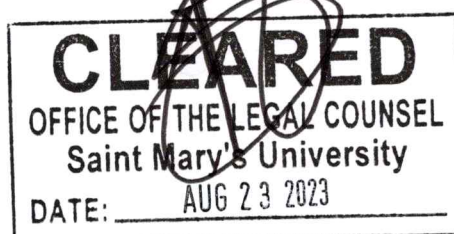
VIII. SEPARABILITY CLAUSE

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.

IX. EFFECTIVITY OF THE AGREEMENT

This agreement shall take effect immediately upon signing by the authorized representatives and shall remain in force until 2028, with the option to extend depending on the satisfaction of needs of the PARTNER COMMUNITIES.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures at Masoc Barangay Hall, Masoc, Bayombong, Nueva Vizcaya, this August 23, 2023.





SAINT MARY'S UNIVERSITY

BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

LINGKOD MARIA COMMUNITY DEVELOPMENT AND ADVOCACY
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FIRST PARTY

JOHN OCTAVIOUS S. PALINA, PHD, DBA

University President

SECOND PARTY

HON. FERDINAND L. PINKIHAN

Barangay Captain

PARTNER COMMUNITY

RODOLFO A. SAQUING

Purok President

SILVESTER JHON B. BATA

Teacher-in-Charge

Signed in the presence of:

FIRST PARTY

ZAYDA S. ASUNCION, PHD

Principal, Junior High School

SECOND PARTY

HON. EVELYN D. MANUEL

Barangay Kagawad

JOJILYN L. ANOCHE

CDA Coordinator (Junior High School)

HON. JOMAR C. CADINGAN

Barangay Kagawad

PARTNER COMMUNITY

EDGAR T. SANTIAGO

PTA President