

MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This agreement is made and entered into this ____ day of _____ 2016 in Diliman, Quezon City, by and between:

THE HOME GUARANTY CORPORTATION, a government-owned and controlled corporation under the administrative supervision of the Housing and Urban Development Coordinating Council, with principal office at Jade Building, Jupiter Street, Makati City represented by its Executive Vice President, **CORAZON G. CORPUZ**, hereinafter referred to as "**HGC**".

and

UNIVERSITY OF THE PHILIPPINES (UP), the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008", through its constituent university in Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City, 1101, Philippines, represented by its Chancellor, **DR. MICHAEL L. TAN**, hereinafter referred to as the "**UNIVERSITY**".

WITNESSETH: THAT,

WHEREAS, the University of the Philippines through its Board of Regents established a unit known as the Institute for Small-Scale Industries pursuant to the bilateral agreement between the Republic of the Philippines and the Government of Netherlands, concluded on 01 March 1966;

WHEREAS, one the functions of UP ISSI as defined under Republic Act No. 6041, otherwise known as *An Act Defining the Functions of the Institute for Small-Scale Industries, University of the Philippines, Providing for its Financing and for Other Purposes* which took effect on 04 August 1969, is to promote and develop small and medium industries in the Philippines through research, consultancy and developmental activities;

WHEREAS, UP ISSI submitted a proposal to HGC entitled, "Productivity through Effective Supervision Seminar-Workshop";

WHEREAS, HGC recognized the need to equip its personnel with the necessary written and oral communication skills in their performance of duties and interaction with clients and stakeholders;

WHEREAS, the HGC has agreed to tap the services of UP ISSI to design and conduct a two-day course on Productivity through Effective Supervision Seminar-Workshop agreeable to both parties with the terms of reference for the foregoing training detailed in "Annex A" and made an integral part of this Agreement;

NOW, THEREFORE, in recognition of the above premises, both parties hereby agreed to the following terms and conditions:

I. JOINT COMMITMENT

The UNIVERSITY through UP ISSI and HGC shall

- (1) jointly conduct the Productivity through Effective Supervision Seminar-Workshop guided by Annex A;
- (2) perform their respective responsibilities as herein set forth with all due diligence, efficiency and economy; and

II. RESPONSIBILITIES OF THE UNIVERSITY

The UNIVERSITY through UP ISSI shall

- (1) design and implement the training programs;
- (2) provide resource persons and payment of their professional fees;
- (3) provide a program management team who will be in-charge of the overall implementation of the course;
- (4) provide transportation to resource persons and program management team if the venue is within Metro Manila;
- (5) provide training materials;
- (6) provide certificates to qualified graduates; and,
- (7) document and submit the completion report to HGC a month after the completion of each run.

III. RESPONSIBILITIES OF HGC

HGC shall

- (1) select the training participants;
- (2) submit the list and profile of participants to UP-ISSI one week before the start of the training program;
- (3) provide meals and accommodation to participants, resource person, and program management team;
- (4) provide the training venue, audio-visual equipment, laptop, LCD and its screen; and
- (5) provide a liaison officer who will be in contact with UP ISSI Program Management Team;
- (6) pay UP ISSI the amount of EIGHTY THOUSAND PESOS (Php80,000.00) as contract fee and facilitate the payment schedule.

IV. TRAINING COST AND TERMS OF PAYMENT

The HGC shall pay the UP ISSI, the amount of EIGHTY THOUSAND PESOS (Php80,000.00) inclusive of 10% administrative cost in favor of the UNIVERSITY, for the completion of the Productivity through Effective Supervision Seminar-Workshop. The contract fee shall be paid in a send bill arrangement.

The payment may be made through bank transfer with the following details:

Bank Name	Land Bank of the Philippines
Branch	Katipunan Branch
Address	Katipunan, Quezon City 1101, Philippines
Account Type	Current Account (Peso Account)
Account Name	UPD TRUST FUND
Account Number	CA#3072-1007-18

Any bank charges for the bank to bank transfer arrangement shall be shouldered by HGC and said bank charges must not be deducted from the contract fee of Php 80,000.00.

V. DURATION, TERMINATION, DISPUTE RESOLUTION

This agreement shall be effective for six (6) months upon the signature of the parties. Any provision of this Agreement, including the schedule of implementation and venue, may be amended and terminated by mutual agreement of HGC and UP ISSI. All disputes and claims arising from this agreement shall be settled through negotiation and mediation within thirty (30) days from the receipt of notice by the other party from the party bringing the dispute or raising the claim. If such cannot be decided, the rules of arbitration contained in the UNCITRAL Model Law as adopted in Republic Act 9285 or the ADR Law of 2004 shall prevail.

IN WITNESS WHEREOF, we have hereunto signed this Memorandum of Agreement this ___ day of OCT 04 2016 2016 in Quezon City, Philippines.

HOME GUARANTY CORPORATION


CORAZON G. CORPUZ

Officer-In-Charge

UNIVERSITY OF THE PHILIPPINES


MICHAEL L. TAN

Chancellor

WITNESSES:


JIMMY B. SARONA

Vice President, Legal Group


FIDEL R. NEMENZO, D.Sc.

Officer-in-Charge, UP ISSI

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF Quezon City) s.s

BEFORE ME, a Notary Public, for and in the above jurisdiction, personally appeared in the following:

Name Government-Issued ID No./Place of Issue/Date of Issue

CORAZON G. CORPUZ

MICHAEL L. TAN

Passport No. EB8101509 14 May 2013 - Manila

Known to me to be the same persons who executed the foregoing instrument and acknowledged that the same is their own free will and voluntary act and deed.

This Memorandum of Agreement consists of four (4) pages inclusive of this page wherein this acknowledgment is written, and is signed by the parties and their instrumental witnesses on every page thereof.

WITNESS MY HAND AND SEAL, this 04 day of OCT 04 2016 2016 in Quezon City, Philippines.

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Book No. XII
Series of 2016

ATTY. RACHEL O. AMANO-LOCSIN
Notary Public for Quezon City until December 31, 2017
Adm. Matter No. 005 (2016-2017): Roll No. 58790
JEP O.R. No. 1017230; 01/04/13; Quezon City
PTR O.R. No. 2147680; 01/04/13; Quezon City
JALCE Compliance No. V-000771
22-A Unit 5 Malibim St., Sikatuna V.L. Center, Quezon City 1100

MOA/MOU ACTIVITY AND IMPLEMENTATION PLAN						
PARTNER INSTITUTION		Home Guaranty Corporation				
IMPLEMENTING UP UNIT/S		UP Institute for Small-Scale Industries				
PERIOD OF EFFECTIVITY		19-20 September 2016				
AREAS		PAST 2006-2011	PRESENT 2011-2016	FUTURE 2016-20XX		
TEACHING						
	Content Improvement					
	Pedagogy	Items				
		Team-teaching				
		Others				
RESEARCH AND CREATIVE WORKS						
	Collaborations					
	Publications					
		Research				
		Policy Paper				
	Patents					
	Creative Output					
		Performances				
		Exhibits				
	Copyright					
HUMAN RESOURCES DEVELOPMENT (For Faculty Members, Researchers, Staff and Students)						
	Ph.D. Fellowships					
	Full					
	Sandwich Programs					
	Joint-Program					
	MS Fellowships					
	Full					
	Sandwich Programs					
	Joint-Program					
	Visiting Professors and Consultants					
	Team-teaching					
	Research Collaborations					
SEMINAR						
Date conducted	19-20 September 2016		Productivity through Effective Supervision Seminar-Workshop			
No. of participants	30					
Speakers	Concepcion P. Labitan		Leadership overview, the manager/supervisor's role in the organization, effective communication, personal effectiveness, motivation, coaching, and conflict management			
	Henry O. Palica		Planning and control, problem solving and decision making, training and development, and performance evaluation			
AREAS						
			PAST 2006-2011	PRESENT 2011-2016	FUTURE 2016-20XX	
	Students	Research Deployment				
	Government Institutions					
	Private Institutions					
	Non-Government Organizations					
OTHER ACTIVITIES						

Prepared by:

Sandy delos Reyes
Sandy delos Reyes
Program Manager

Reviewed by:

M. Luisa S. Marte-Lee
M.A. LUISA S. MARTE-LEE
Head, Training and
Entrep-Education Division

Approved by:

Edel R. Nemenzo
EDEL R. NEMENZO, D.Sc.
Officer-in-Charge