MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered into this ______ day of ____________ 2016 in the City of Cotabato, Philippines by and between:

The OFFICE OF THE REGIONAL GOVERNOR-ARMM (hereinafter “ORG-ARMM”), a public office duly established in accordance with Republic Act No. 9054, with office address at the Office of the Bangsamoro People, ORG Compound, Governor Gutierrez Avenue, Cotabato City, herein represented by its Regional Governor MUJIV S. HATAMAN;

and

The TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (hereinafter “TESDA-ARMM”), an executive department duly devolved to the autonomous regional government of ARMM by virtue of Executive Order No. 317, with office address at Regional Manpower Development Complex, Barangay Rebuken, Municipality of Sultan Kudarat, Maguindanao, herein represented by its Executive Director DATU OMAR SHARIF L. JAAFAR;

WITNESSETH:

WHEREAS, it is the policy of the regional government to devote its resources to the improvement of the well-being of all its constituents, particularly the marginalized, deprived, disadvantaged, underprivileged, disabled, and the elderly;

WHEREAS, it is likewise the policy of the regional government to provide, maintain and ensure the delivery of, among other things, basic and responsive health programs, quality education, appropriate services, livelihood opportunities, affordable and progressive housing projects, and water resource development;

WHEREAS, consistent with the above-mentioned policies, the regional government established the ARMM-HELPS (Health, Education, Livelihood, Peace and Governance, and Synergy) Convergence Plan Program aimed at bringing its services closer to its constituents;

WHEREAS, the ORG-ARMM through it ARMM-HELPS Program intends to extend livelihood assistance in identified barangay beneficiaries in the region.

WHEREAS, TESDA-ARMM, as the agency mandated to provide quality technical education and skills development to the people in the Autonomous Region, Expresses its support in the implementation of the ARMM-HELPS Program;

NOW THEREFORE, for and in consideration of the foregoing premises, and the term and conditions hereinafter set forth, the parties have agreed to the following:
I. PURPOSE
This Agreement aims to set up collaboration between ORG-ARMM and TESDA-ARMM in conducting Skills Training covering the following areas:

1. Bread and Pastry Production NCII;
2. Dressmaking NCII;
3. Mat Weaving; and
4. Food Processing

II. RESPONSIBILITIES OF THE PARTIES
A. The ORG-ARMM shall:

1. Ensure availability of funds for the projects by attaching hereto as Annex "A" a certification therefor duly signed by the Finance and Budget Management Services (FBMS) Director;
2. Provide the total project cost the amount **OF SIX MILLION SEVEN HUNDRED SIXTY FOUR THOUSAND EIGHT HUNDRED PESOS (PHP 6,764,800.00)** to be paid in full to TESDA-ARMM upon execution of this Agreement;
3. Ensure that the transfer of funds shall be in accordance with existing COA rules and regulations, specifically COA Circular Nos. 94-013 and 2012-001;
4. Identify the target barangay beneficiaries by attaching hereto as Annex "B" a list thereof;
5. Monitor and evaluate the progress of the projects implementation;
6. Monitor the utilization of the funds, expenses and other relevant documents in accordance with the purpose and objectives of the projects;
7. Immediately notify TESDA-ARMM upon findings of discrepancy or deficiency in the implementation of the projects vis-a-vis the approved Work and Financial Plan (hereinafter WFP) and Projects Profile; and
8. Issue a Certificate of Completion of each project upon satisfactory completion of the same in accordance with the approves WFP and Project Profile;
B. The TESDA-ARMM shall:

1. Prepare the WFP and Project Profile and ensure submission thereof to ORG-ARMM prior to project implementation;
2. Ensure that the implementation of the projects in accordance with the provisions of R.A. 9184 or the Philippine Government Procurement Reform Act;
3. Ensure that the disbursement of funds shall be in accordance with existing COA rules and regulations, specifically COA Circular Nos. 94-013 and 2012-001. In no case shall the fund transferred be utilized for the payment of additional compensation to employees in the forms of allowances, incentive pay, bonuses, honorarium, or other forms of additional compensation, except as may be authorized by law or existing regulations, nor shall it be used to create new positions, to augment salaries or regular personnel, or purchase of motor vehicles without prior approval of the Office of the President;
4. Submit to ORG-ARMM a periodic physical and financial status report on the implementation of the Project, the liquidation documents such as statement of work accomplished, breakdown of expenditures, photos and other documents exhibiting the process of implementation; and
5. Exert every effort necessary for the accomplishment of the Projects in accordance with the approved WFP.

III. TERMINATION

This Agreement shall be in force and effect until completion of the projects in accordance with the approved WFP unless sooner terminated based on any of the following grounds;

A. Refusal/Failure of TESDA-ARMM without any justifiable reason to comply with any of the provisions of this Agreement;
B. Misuse/Mismanagement by TESDA-ARMM of the funds, or disbursement thereof in a manner other than the intended purpose for which they are intended;
C. Other similar just cause as may be determined by the ORG-ARMM.

IV. AMENDMENTS

Any proposed amendment hereto must be in writing and must be mutually agreed by both parties.
V. EFFECTIVITY

This Agreement shall be immediately effective upon signing hereof by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, the parties affixed their respective signature this ___ day of __________, 2016 at Cotabato City, Philippines.

For the Regional Government
By: 

MUJIV S. HATAMAN
Regional Governor

For the TESDA-ARMM
By: 

DATU OMAR SHARIFF L. JAAFAR
Executive Director

Signed in the presence of:

ATTY. LAISA MASUHUD-ALAMIA
Executive Secretary

ANWAR A. UPAHM
Program Manager, ARMM-HELPS
ACKNOWLEDGEMENT

Republic of the Philippines
City of Cotabato

BEFORE ME, this _____ day of __________, 2016 in Cotabato City, personally appeared the following:

Competent Evidence of Identity               Date/Place of Issue

<table>
<thead>
<tr>
<th>Name</th>
<th>CTC#</th>
<th>Date/Place of Issue</th>
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<tbody>
<tr>
<td>MUJIV S. HATAMAN</td>
<td>CC12013</td>
<td>APRIL 10, 2015 COT</td>
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<td></td>
<td>24034838</td>
<td>CITY</td>
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<tr>
<td>DATU OMAR SHARIFF L. JAAFAR</td>
<td>24059574</td>
<td>01/08/16 Cotabato City</td>
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Known to me to be the same persons who executed the foregoing instrument, and they acknowledge to me that the same is their free and voluntary act and deed and that of the institution they respectively represent.

This instrument consisting of six (6) pages, including this page whereon this Acknowledgement is written has been signed on the left margin of each and every page thereof by the parties and their instrumental witnesses.

WITNESS MY HAND AND SEAL on the day, year, and place above stated.

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Series of 7110

HON. ABDULLAH, K. NUL
Presiding Judge
ex-Officio Notary Public

[Signature]