



Republic of the Philippines
CARAGA STATE UNIVERSITY

Ampayon, Butuan City 8600, Philippines

Competence Service Uprightness

OFFICE OF THE PRESIDENT

SEP 11 2023

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Memorandum Order

No. 248 s. 2023

To: **ALL CONCERNED**

Subject: **GUIDELINES FOR MEMORANDUM OF AGREEMENT/UNDERSTANDING DRAFTING**

This memorandum is hereby issued to provide proponents with guidelines for drafting effective and legally sound Memoranda of Agreement (MoAs) and Memoranda of Understanding (MoUs). A MoA/U is a formal document that outlines the terms, conditions, and obligations of collaboration between two or more parties. Properly drafted MoA/Us contribute to the successful execution of partnerships and agreements, fostering mutually beneficial relationships between Caraga State University and our potential partners. Prior to finalizing any MoA/U, it is advised to consult with the University's Legal Office and relevant offices (OVPEAOS, OUBS, OP, etc.) to ensure accuracy and compliance.

Guidelines for Memorandum of Agreement/Understanding Drafting

A. Clarity and Precision

1. Parties Involved

- Ensure that representatives of parties are duly authorized to represent their principals. For CSU, the President must be authorized through a BOR Resolution. For LGUs, the authorization is through a Sanggunian Resolution.
- Clearly identify the parties entering into the agreement. Include full names, official titles, and official addresses.
- Introduction of CSU as a party to the MoA, MoU, or any contract of agreement should read as:

"CARAGA STATE UNIVERSITY, a state institution of higher learning, established and operating under RA 9854 enacted on December 16, 2009, with office address at Barangay Ampayon, Butuan City, Philippines, duly represented herein by its President, ROLYN C. DAGUIL, PhD, hereinafter referred to as "CSU";

2. Scope and Objectives

- Define the scope and purpose of the collaboration. Clearly state the goals, activities, and expected outcomes.
- In the Whereas Clauses, provide the following:
 1. Overview of the agreement (brief introduction of the parties, the need to be addressed and the solution to that need to be provided by the MoA/U, authority of the parties to enter into the agreement);
 2. Validity of agreement; and
 3. Specified grounds for termination
- Terms and Duration: Specify the duration of the agreement and any relevant milestones or deadlines.



- Roles and Responsibilities: Outline the responsibilities of each party involved. Clearly define tasks, obligations, and contributions expected from each party.

3. Effectivity

MoA/U to be secured before the project duration reflected.

4. Signatories

Actual date of signing should be reflected instead of referring to the date in the notarial certificate.

5. Notarization

- Indicate competent evidence of identity of the representatives of the parties in the notarial certification.
- Indicate competent evidence of identity of parties involved. Residence Certificate and CTC number are not competent evidence of identity.

B. Legal Considerations

- Legal Review: All MoA/Us should undergo legal review (by the University Legal Office and the Office of the Solicitor General) to ensure compliance with relevant laws, regulations, and university policies.
- Jurisdiction: Clearly state the jurisdiction under which the agreement falls and the applicable laws governing it.
- Intellectual Property: Address ownership and use of intellectual property resulting from the collaboration if necessary.
- Confidentiality: Include provisions on the handling of confidential information and data protection if necessary. Confidentiality and data privacy stipulations, which are mostly applicable to internship MoA, may, in the event that the CSU is the first party, read as:

It is clearly understood by the FIRST PARTY and the student-trainee that all information and all other related documents, processes, procedures, and technologies that the SECOND PARTY made available to the student-trainee are solely to be used for the purposes of the internship program. All these matters are classified as confidential in nature and proprietary to the SECOND PARTY. The FIRST PARTY shall ensure the confidentiality of all materials being used during the internship program and thus, shall prevent transfer of such information to any of its members or party outside of the SECOND PARTY without the knowledge and consent of the latter. The parties further agree to adhere to the applicable laws, rules, and regulations governing data privacy.

C. Financial Terms

- Funding: Specify any financial contributions, resources, or funding commitments from each party.
- Budget: Provide a Line-Item Budget to show how funds will be allocated and managed
- Payments: Clarify the payment schedule and methods for any financial transactions.



D. Dispute Resolution

- State provisions to avoid direct resort to court, should be resolved pursuant to Presidential Decree No. 242.
- Include provisions for resolving disputes, specifying whether mediation or arbitration will be used.
- Indicate the governing law and location for legal proceedings in case of disputes.
- The provisions for dispute settlement should be stipulated accordingly.
- If the other party is a National Government Agency (NGA) or any of the regional-line agencies, it may read as:

"Dispute, controversy, issue, or claim arising out of or relating to this agreement, or the breach, termination, or invalidity thereof shall be settled in accordance with the provisions of PD No. 242."

- If the other party is a Local Government Unit (LGU), State University or College, or a private company/corporation, it may read as:

"The parties will attempt in good faith to resolve any dispute, controversy, issue, or claim arising out of or relating to this agreement, or the breach, termination, or invalidity thereof through negotiations of each of the parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within thirty (30) days from the date on which either party has served written notice on the other of the dispute, then the matter may be referred to arbitration in accordance with prevailing laws, rules, and jurisprudence on arbitration."

E. Pre-Termination, Termination and Amendment

- Pre-Termination: Clearly state provision in case there is any perceived non-conformity (including the period to comply). It is important to clarify the timelines.
- Termination Clause: Describe the conditions under which the agreement can be terminated and the process for doing so.
- The Termination Clause may be stipulated as:

This Agreement shall automatically be terminated at the end of the Term without the need of further notice of such termination.

- Prior to its expiration of the term, either party may terminate this Agreement upon notice to the other party at least thirty (30) days prior to the intended date of termination for any cause other than breach of contractual obligations, to wit:

1. *(Grounds shall be identified by the parties since grounds may vary accordingly)*
2. *(Grounds shall be identified by the parties since grounds may vary accordingly)*
3. *(Grounds shall be identified by the parties since grounds may vary accordingly)*

- Amendment: Outline the procedure for making changes to the agreement and obtaining mutual consent.

F. Counterparts

Additional provision for Counterparts should be provided which should state that:



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"This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument."

G. Other considerations

- Acknowledgement: Parties should have a separate page for the Acknowledgement Page to facilitate the valid and legal notarization of the MOA. It is assumed that each party has its own counsel/legal officer who will notarize the document. Identification cards that will be used by the representative of each party must be government-issued. CTC is not included as a valid ID. In addition, the number of pages that will be reflected in the Acknowledgement Page may remain blank.
- Witnesses: The names of the witnesses, if possible, should already be indicated in the MoA/U. Each party must have at least one (1) witness.

For your cooperation and compliance.


ROLYN C. DAGUIL, PhD
University President