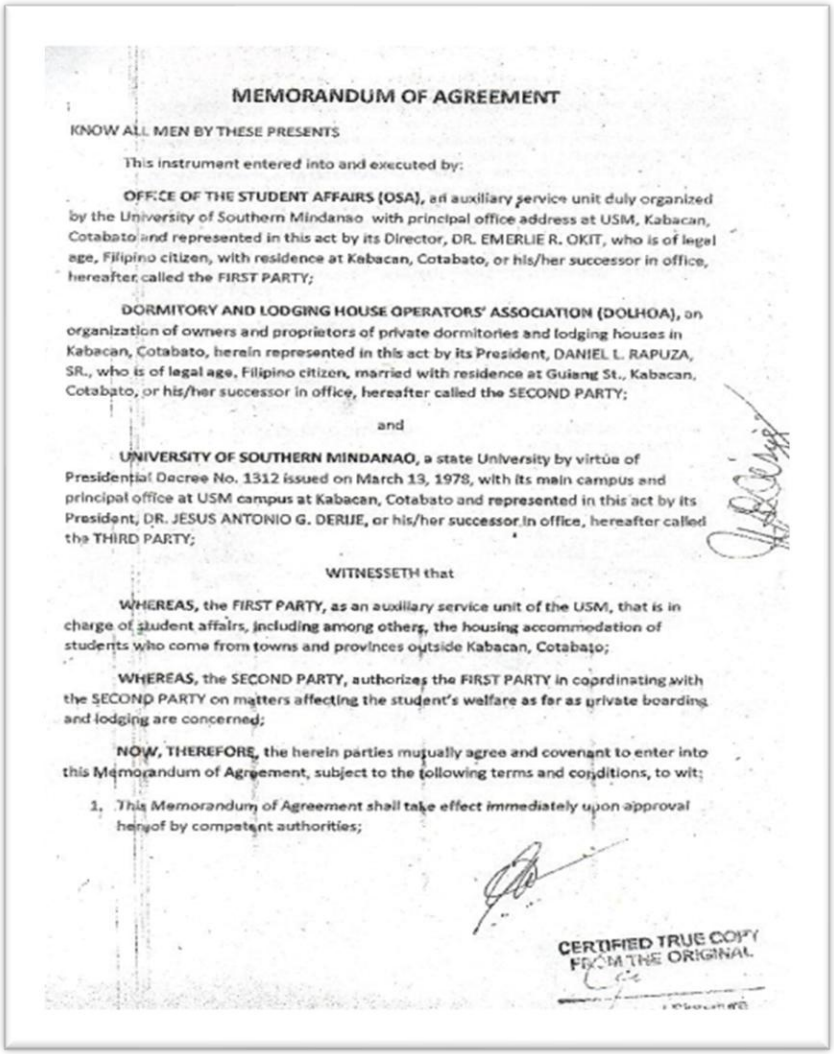
AREA VIII

PHYSICAL PLANT AND FACILITIES

S.3. THERE IS A SYSTEM OF COORDINATING WITH LGU'S ON PRIVATELY OWNED BOARDING

S.3. There is a system of coordinating with LGU's on privately owned boarding houses.

Memorandum of Agreement of Office of Student Affairs and Dormitory and Lodging House Operators Association



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

This instrument entered into and executed by:

OFFICE OF THE STUDENT AFFAIRS (OSA), an auxiliary service unit duly organized by the University of Southern Mindanao with principal office address at USM, Kabacan, Cotabato and represented in this act by its Director, DR. EMERLIE R. OKIT, who is of legal age, Filipino citizen, with residence at Kabacan, Cotabato, or his/her successor in office, hereafter called the FIRST PARTY;

DORMITORY AND LODGING HOUSE OPERATORS' ASSOCIATION (DOLHOA), an organization of owners and proprietors of private dormitories and lodging houses in Kabacan, Cotabato, herein represented in this act by its President, DANIEL L. RAPUZA, SR., who is of legal age, Filipino citizen, married with residence at Guiang St., Kabacan, Cotabato, or his/her successor in office, hereafter called the SECOND PARTY;

and

UNIVERSITY OF SOUTHERN MINDANAO, a state University by virtue of Presidential Decree No. 1312 issued on March 13, 1978, with its main campus and principal office at USM campus at Kabacan, Cotabato and represented in this act by its President, DR. JESUS ANTONIO G. DERIJE, or his/her successor in office, hereafter called the THIRD PARTY;

WITNESSETH that

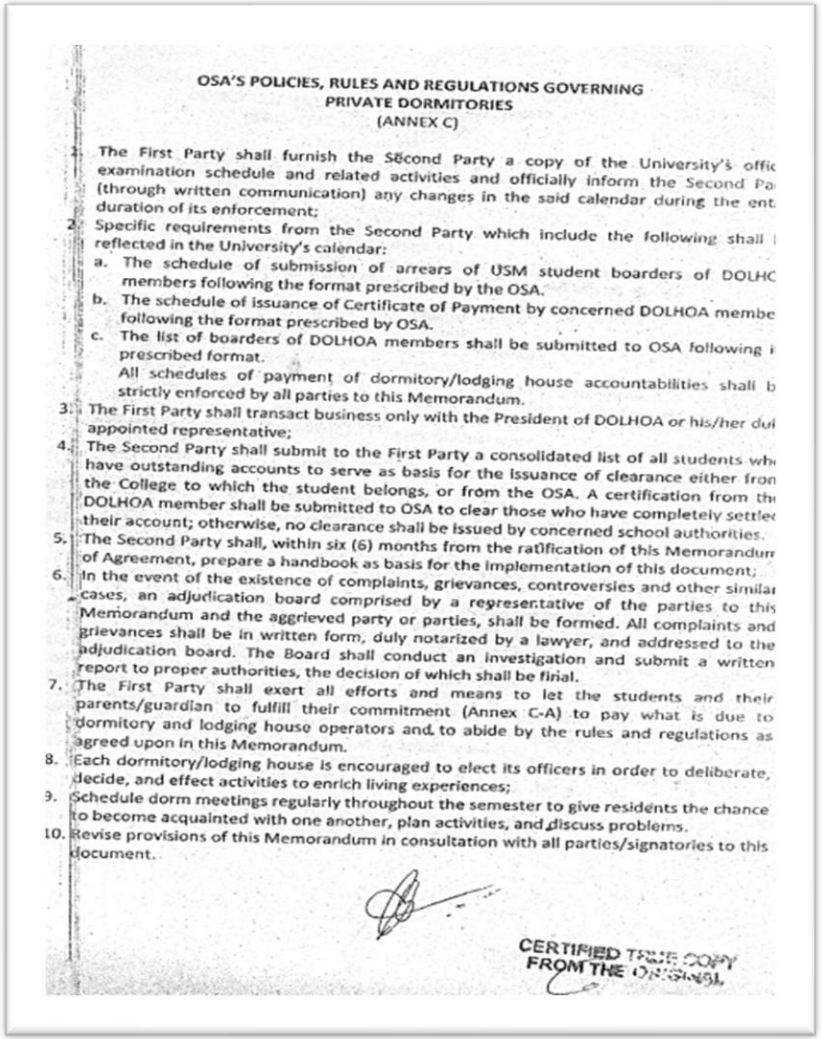
WHEREAS, the FIRST PARTY, as an auxiliary service unit of the USM, that is in charge of student affairs, including among others, the housing accommodation of students who come from towns and provinces outside Kabacan, Cotabato;

WHEREAS, the SECOND PARTY, authorizes the FIRST PARTY in coordinating with the SECOND PARTY on matters affecting the student's welfare as far as private boarding and lodging are concerned;

NOW, THEREFORE, the herein parties mutually agree and covenant to enter into this Memorandum of Agreement, subject to the following terms and conditions, to wit:

1. This Memorandum of Agreement shall take effect immediately upon approval hereof by competent authorities;

CERTIFIED TRUE COPY
FROM THE ORIGINAL



OSA'S POLICIES, RULES AND REGULATIONS GOVERNING
PRIVATE DORMITORIES
(ANNEX C)

1. The First Party shall furnish the Second Party a copy of the University's offic examination schedule and related activities and officially inform the Second Pa (through written communication) any changes in the said calendar during the ent duration of its enforcement;
2. Specific requirements from the Second Party which include the following shall reflected in the University's calendar:
   a. The schedule of submission of arrears of USM student boarders of DOLHC members following the format prescribed by the OSA.
   b. The schedule of issuance of Certificate of Payment by concerned DOLHOA membe following the format prescribed by OSA.
   c. The list of boarders of DOLHOA members shall be submitted to OSA following prescribed format.

   All schedules of payment of dormitory/lodging house accountabilities shall b strictly enforced by all parties to this Memorandum.
3. The First Party shall transact business only with the President of DOLHOA or his/her dul appointed representative;
4. The Second Party shall submit to the First Party a consolidated list of all students wh have outstanding accounts to serve as basis for the issuance of clearance either fron the College to which the student belongs, or from the OSA. A certification from th DOLHOA member shall be submitted to OSA to clear those who have completely settle their account; otherwise, no clearance shall be issued by concerned school authorities.
5. The Second Party shall, within six (6) months from the ratification of this Memorandum of Agreement, prepare a handbook as basis for the implementation of this document;
6. In the event of the existence of complaints, grievances, controversies and other similar cases, an adjudication board comprised by a representative of the parties to this Memorandum and the aggrieved party or parties, shall be formed. All complaints and grievances shall be in written form, duly notarized by a lawyer, and addressed to the adjudication board. The Board shall conduct an investigation and submit a written report to proper authorities, the decision of which shall be final.
7. The First Party shall exert all efforts and means to let the students and their parents/guardian to fulfill their commitment (Annex C-A) to pay what is due to dormitory and lodging house operators and to abide by the rules and regulations as agreed upon in this Memorandum.
8. Each dormitory/lodging house is encouraged to elect its officers in order to deliberate, decide, and effect activities to enrich living experiences;
9. Schedule dorm meetings regularly throughout the semester to give residents the chance to become acquainted with one another, plan activities, and discuss problems.
10. Revise provisions of this Memorandum in consultation with all parties/signatories to this document.

CERTIFIED TRUE COPY
FROM THE ORIGINAL

2. The FIRST PARTY shall identify and accredit private dormitories and lodging houses in Kabacan (Annex A) in coordination with the SECOND PARTY extend assistance to the latter in terms of management and maintenance of communal residency among student lodgers, and to help the accredited association members by way of facilitating the collection of lodgers' accounts (Annex B);
3. The SECOND PARTY shall abide by and comply with the FIRST PARTY'S policies, rules, and regulations governing private dormitories and lodging houses (Annex C); and to regulate the rate of lodging fees with prior ratification by the members (Annex D);
4. The THIRD PARTY shall grant the FIRST PARTY the authority to exercise official function in relation to the latter's functional relationship with the SECOND PARTY; and
5. The PARTIES concerned mutually bind themselves to abide in good faith by the provisions of the agreement.

IN GOOD FAITH WHEREOF, the parties through their respective authorized representatives have hereunto set their hands this 11th day of December, 2009 at Kabacan, Cotabato, Philippines.

USM OFFICE OF STUDENT AFFAIRS

First Party

By:
EMERLIE R. OKIT
Director

DORMITORY AND LODGING HOUSE OPERATORS' ASSOCIATION

Second Party

By:
DANIEL L. RAPUZA, SR.
President

UNIVERSITY OF SOUTHERN MINDANAO

Third Party

By:
JESUS ANTONIO G. DERIL
President