

MEMORANDUM OF AGREEMENT

Know all men by these presents:

This Memorandum of Agreement ("Agreement") has been made and entered into by and between:

UNIVERSITY OF SOUTHERN MINDANAO (USM), a level IV state University, created and operating under Republic act No. 763, s. 1952, as amended by Presidential Decree No. 1312, s. 1978 with a principal office and postal address at Bai Matabay Plang Avenue, Poblacion, Kabacan, Cotabato, represented herein by its President, **JONALD L. PIMENTEL, PhD**, hereinafter referred to as the "**USM-Kabacan**";

-and-

Department of Education (DepEd) - Schools Division Office of Kidapawan City (SDO-Kidapawan), a DepEd division of schools, with principal office address at JP Laurel St., Brgy. Poblacion, Kidapawan City represented herein by its School Division Superintendent, **MIGUEL P. FILLALAN, JR, CESO V**, hereinafter referred to as "**SDO-Kidapawan**".

WITNESSETH: That

WHEREAS, the SDO- Kidapawan recognizes the importance of in-service trainings that are designed to ensure that teachers continuously improve their professional competencies, keeping pace with current educational trends, pedagogical innovations, and curriculum updates;

WHEREAS, the SDO-Kidapawan recognizes the need to conduct in-service trainings in order to equip teachers and school leaders with adaptive strategies, technological literacy, and psychosocial support skills to address these emerging issues.

WHEREAS, the USM is a government institution of higher learning established in 1952 by Bai Matabay Plang, a state University with four mandated functions, namely: instruction, research, extension, and production;

WHEREAS, the USM through its Graduate School and the University Extension Services Center, aims to uplift education in underserved communities through research-based extension services;

WHEREAS, the USM, as an academic institution, through the Office of the University Extension Services Center, supports SDO-Kidapawan through capacity-building, in-service trainings, and research-based extension activities;

NOW THEREFORE, for and in consideration of the foregoing premises and strong commitment of **PARTNERS** to advance the quality of education in the region, **PARTNERS** hereby agree to collaborate in the planning, implementation, and evaluation of the said extension project under the following provisions:

Section 1. Scope of Work/Description of the Project.

PARTNERS hereby undertake the implementation of Extension Project with the title "**Project LEAD (Leadership and Education Advancement through**

Development): USM Graduate School Support for DepEd Educators through In-Service Trainings".

Section 2. Obligations of the Parties

A. USM-Kabacan shall:

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1. Conduct extension activities with permission and proper consultation with concerned and target participants;
 2. Conduct capacity-building activities and workshops through in-service trainings for school heads and classroom teachers of SDO-Kidapawan with research-based topics and trends in education;
 3. Lead in the implementation of in-service trainings;
 4. Provide technical and academic expertise in planning and implementation of the project whose faculty members will serve as resource persons and facilitators during in-service trainings;
 5. Facilitate monitoring and documentation of the project outcomes and learning impact;
 6. Observe and comply with the policies and rules of the Department of Education;
 7. Communicate regularly with SDO-Kidapawan regarding the status of the implementation of the project; and
 8. Share results of the implementation with relevant stakeholders and propose scaling strategies where applicable.

B. The SDO-Kidapawan shall:

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1. Recommend beneficiary schools for the extension project;
 2. Advise school heads to designate participating school heads and classroom teachers and ensure their attendance in mentoring and project-related activities.
 3. Ensure that school heads provide the necessary venue and support for mentoring and implementation activities.
 4. Encourage collaboration among teachers and USM faculty members.
 5. Provide feedback and reflections on the implementation to guide project refinement;
 6. Ensure compliance of USM Kabacan to the existing rules and policies of DepEd in the implementation of the project;
 7. Conduct regular monitoring of the project implementation; and
 8. Ensure the dissemination and sustained use of validated materials within the school.

Section 3. Amendments and Extension

Any modification or amendment to this Agreement shall be valid only if it is made in writing and duly executed by all **PARTIES**. The written modification shall clearly reference this original Agreement and specify the particular provisions being modified. No oral agreements or understandings shall be binding or effective in altering the terms of this Agreement.

Any extension of this Agreement shall be made in writing and agreed upon by all **PARTIES**. The extension shall specify the new term duration and any other modified terms. No extension shall be deemed automatic, and all **PARTIES** must consent in writing to the extension before it becomes valid and enforceable.

Section 4. Financial Considerations

The **PARTIES** acknowledge and agree that each shall be solely responsible for, and shall bear, the costs or expenses arising from the performance of their respective roles, responsibilities, and other obligations under this Agreement. Further, the **PARTIES** represent and warrant that the financial transactions and management arising from this Agreement shall comply with applicable national laws, rules, and regulations on accounting and auditing rules and regulations.

Section 5. Authority of Signatories.

The signatories hereunder represent and warrant that all necessary capacity, power, requisite authorization and other approvals for the execution of this Agreement by both parties, respectively, have been duly obtained.

Section 6. Venue of Action and Arbitration Clause

If any dispute or difference of any kind whatsoever rise between the parties in connection with the implementation or interpretation of this Agreement, the parties shall make an effort to resolve such dispute or difference by mutual agreement. Accordingly, the parties may resort to court only after all efforts to settle the dispute amicably have been exhausted.

It is hereby agreed that any and all actions that shall arise from this Agreement shall be instituted and tried exclusively before the proper courts of Kabacan, Cotabato, Philippines.

Section 7. Confidentiality and Data Privacy

Both **PARTIES** agree to endeavor to take all reasonable measures to comply with the Data Privacy Act of 2012 (Republic Act 10173) and all applicable data protection rules and regulations in the performance of their obligations under this Agreement. Any confidential data and information that any party may know or access during the performance of this Agreement (hereinafter referred to as "Confidential Information") shall not be disclosed, made available, or be assigned to any third party without the prior written consent of the party providing the information.

There shall be no processing of personal and sensitive personal information without the consent of the data subject. The data gathered shall only be used and retained for a legitimate purpose. The **PARTIES** shall ensure at all times, from

data gathering, retrieval to disposal, the confidentiality of any personal and sensitive personal information that come to its knowledge and possession.

Section 8. Relationship

For purposes of the performance of the obligations under this MOA, nothing in this MOA shall be deemed or construed to create an employer-employee relationship, joint venture, agency, or partnership between **PARTIES** and its directors, officers, agents, and students. Neither **PARTY** shall have any authority to incur any obligations on behalf of the other **PARTY** or to make any promises, representations, or agreement of any nature on behalf of the other **PARTY**.

Section 9. Reservation Clause.

The **PARTIES** reserves the right to terminate the contract with prior notice to the any of the **PARTIES** for any non-fulfillment of their duties and obligations and any sound provisions of this Agreement.

Section 10. Binding Effect and Termination

This Agreement shall be effective immediately upon signing hereof and approval of the respective governing boards or authority of the **PARTIES**, and shall remain in full force and effect for two (2) years unless sooner terminated in writing by either parties' with the written consent from the other party.

On justifiable grounds, this Agreement may be terminated by either of the **PARTIES** by written notice at least one (1) month prior to the intended date of termination. This written notice of termination shall not affect programs that are currently underway, and these programs shall be allowed to continue until their completion.

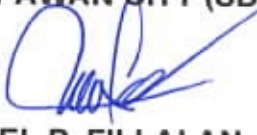
Section 11. Severability

If at any time any provision of this Agreement is adjusted to be or becomes illegal, invalid, or unenforceable in any respect under the laws, rules, and regulations of the Republic of the Philippines, the provision(s) not so affected or impaired shall subsist and remain legal, valid, and enforceable as between the **PARTIES** herein.

Section 12. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines.

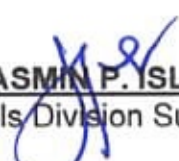
SCHOOLS DIVISION OFFICE OF
KIDAPAWAN CITY (SDO-KIDAPAWAN)


MIGUEL P. FILLALAN JR. CESO V
Schools Division Superintendent

UNIVERSITY OF SOUTHERN
MINDANAO - KABACAN


JONALD L. PIMENTEL, PhD
SUC President IV

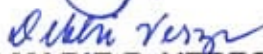
SIGNED IN THE PRESENCE OF:


JASMIN P. ISLA

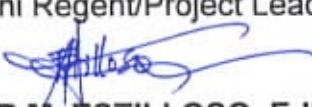
Asst. Schools Division Superintendent


PAUL JOHN B. ONGCOY, PhD

Alumni Regent/Project Leader


DEBBIE MARIE B. VERZOSA, PhD

Vice-President for Research,
Development and Extension


EIMER M. ESTILLOSO, EdD

Dean, Graduate School


GLYN G. MAGBANUA, PhD

Director, Extension Services Office

REPUBLIC OF THE PHILIPPINES)

Kid: Kabacan, Cotabato....)S.S.
x-----x

ACKNOWLEDGMENT

25 JUN 2026

BEFORE ME, a notary public in the Kabacan, Cotabato this _____
personally appeared the following:

Name	Proof of Identification	Date and Place of Issue
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MIGUEL P. FILLALAN JR. CESO V _____

JONALD L. PIMENTEL PhD _____

KNOWN TO ME AND TO ME KNOWN, to be the same person/s who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed. This Memorandum of Agreement consisting of four (4) pages including the page on which this acknowledgment is written and signed by the parties and their witnesses in each and every page thereof.

WITNESS MY HAND AND SEAL, on the date and at the place first above-written.

Doc. No. 223
Page No. 46:
Book No. 64011
Series of 2025.




REGERICK L. BENITO
NOTARY Public for the Province of Cotabato
Valid Until December 31, 2026
Notarial Commission No. 01-2025
PTR No. 4379824/01-07-26/ Amas, Kidapawan City
IBP O.R. No. 563735/12-08-25/North Cotabato Chapter
Roll No. 46786