



MARIANO MARCOS STATE UNIVERSITY

Indigenous Peoples Dormitory in MMSU



Inclusiveness, one of its core values, the university supports and encourages diversity and collaboration, engaging in programs that promote growth and development for all sectors of society. The University cooperates with local community and different authorities to carry out its vision, mission, planning, and development issues.

In 2021, Mariano Marcos State University entered into an agreement with the National Housing Authority, City Government of Batac, and the National Commission on Indigenous Peoples to pool resources for the development of the MMSU Indigenous Peoples dormitory at the MMSU Batac Campus. The project was completed in 2022.



Through this partnership, impoverished IP students at MMSU will have access to dorms as a temporary home, improving living conditions as they work toward earning degrees to better their own and their families' current conditions. Indigenous peoples' dormitories in schools play a crucial role in addressing educational, cultural, and social needs specific to indigenous students. They help create an inclusive and supportive environment that promotes cultural preservation, academic success, and overall well-being while reducing barriers to education for indigenous communities.

MEMORANDUM OF AGREEMENT
MARIANO MARCOS STATE UNIVERSITY IP STUDENTS DORMITORY
Brgy. 16-S Quiling Sur, City of Batac, Ilocos Norte

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into _____ of _____ 20____, and between:

The **NATIONAL HOUSING AUTHORITY**, a government corporation organized and existing pursuant to the provisions of Presidential Decree 757, as amended, with Regional Office at the 4th Floor DBP Bldg., Session Road, Baguio City, represented in this Act by its Regional Manager, Region 1 & CAR-1 Office, **ENGR. MARIA BELINDA V. SEVALLA**, and hereinafter referred to as the "NHA";

-and-

The **CITY GOVERNMENT OF BATAC** a government entity duly organized and existing under the laws of the Republic of the Philippines with principal office address at the Batac City Hall, Washington St., Brgy. 1-S Valdez, City of Batac, Ilocos Norte represented in this Act by its Mayor, **HON. ALBERT D. CHUA**, and hereinafter referred to as the "CITY",

-and-

The **MARIANO MARCOS STATE UNIVERSITY**, a state university created by virtue of Presidential Decree 1279 of 1978, with principal office address at Brgy. 16-S Quiling Sur, City of Batac, Ilocos Norte represented in this Act by its President, **DR. SHIRLEY C. AGRUPIS**, and hereinafter referred to as the "MMSU";

-and-

The **NATIONAL COMMISSION ON INDIGENOUS PEOPLES**, a government agency created pursuant to Section 38 of Republic Act No. 8371, with Regional Office address at 2nd and 3rd Floor, Braganza Building, Quezon Avenue, Brgy. Sevilla, San Fernando City, La Union, represented by this Act by its Regional Director for Region 1, **DR. MANUEL A. JARAMILLA**, and hereinafter referred to as the "NCIP";

WITNESSETH: That-

WHEREAS, Presidential Decree 757 of 1975 mandates the NHA to develop and implement a comprehensive and integrated housing program focusing on housing development and resettlement, sourcing and financing schemes and delineation of government and private sector participation;

WHEREAS, Republic Act 11201 dated February 14, 2019 mandated the NHA to continue as a housing production and financing arm and other functions based on its existing charter and other mandates as provided under existing laws;

WHEREAS, pursuant to the Local Government Code (RA 7160) and the Urban Development and Housing Act of 1992 (7279), Local Government Units (LGUs) are mandated to take a principal role in the provision of housing services to its constituents;

WHEREAS, pursuant to Republic Act No. 8371 of 1997, the NCIP was mandated to promote the interest and well-being of the Indigenous Cultural Communities (ICCs)/Indigenous Peoples (IPs) with due regard to their beliefs, customs, traditions and institutions;



WHEREAS, there is an immediate need to provide temporary shelter for underprivileged IP students in the form of dormitories in order to improve their living conditions as they try to earn their academic degrees to uplift their and their families' current situation;

WHEREAS, in a letter dated October 20, 2021, the IP Communities of Ilocos Norte, through the NCIP Regional Director for Region 1, manifested their desire and support for the construction of an IP Student Dormitory to cater to the shelter needs of IP students in the province (See Annex "A");

WHEREAS, the MMSU in a letter dated April 8, 2021, requested the NHA for assistance to develop the MMSU IP Student Dormitory intended for its enrolled IP students particularly in the MMSU-City of Batac Campus (See Annex "B");

WHEREAS, the CITY, in a letter dated April 8, 2021 through its Honorable Mayor (See Annex "C"), have requested the NHA for fund assistance for the construction of a one (1) unit, 2-storey IP Student Dormitory in the MMSU-City of Batac Campus under the NHA Housing Assistance Program for Indigenous Cultural Communities/Indigenous Peoples (HAPIP);

WHEREAS, the MMSU, in a Certification issued last October 7, 2021, certified that several parcels of land with an area totaling 1200 sq.m. and covered by Tax Declaration Nos. 05-037-01838 (Lot 13621-A), 05-037-01839 (Lot 13621-B), 05-037-01841 (Lot 13622-A), 05-037-01840 (Lot 13622-B), 05-03701842 (Lot 13624-A), 05-037-01843 (Lot 13624-B), 05-037-01876 (Lot 13624-C), 05-037-01877 (Lot 13625-D), 05-037-01874 (Lot 13625-A), and 05-037-01875 (Lot 13625-B) are properties currently owned or being acquired by MMSU which is intended for the construction of the IP Students Dormitory (See Annex "D");

WHEREAS, the NCIP has issued Certificate of Non-Overlap No. RI-INPO-CNO-2021-06-25 dated June 1, 2021, indicating that the proposed project site is outside of any Ancestral Domain (See Annex "E");

WHEREAS, the *Sangguniang Panglungsod* of the CITY under its Resolution No. 5SP 2021-99 dated May 3, 2021 (See Annex "F") has authorized its City Mayor to enter into a Memorandum of Agreement with the NHA, the MMSU, and the NCIP to cover the development of MMSU IP Student Dormitory at the MMSU-City of Batac Campus at Brgy. 16-S Quiling Sur, City of Batac, Ilocos Norte to be undertaken within 240 calendar days by contract by the NHA under its Housing Assistance Program for Indigenous Cultural Communities/Indigenous Peoples (HAPIP);

WHEREAS, the MMSU under its Board of Regents Resolution No. 064 series of 2021 dated October 14, 2021 (See Annex "G") has authorized its President to enter into a Memorandum of Agreement with the NHA, the CITY, and the NCIP to cover the development of the MMSU IP Student Dormitory and the use of MMSU property for the same purpose;

WHEREAS, the NHA Board of Directors under Resolution No. NHA-BR-6819 dated March 4, 2021 approved the NHA's 2021 Work Program and Corporate Operating Budget (COB) covering various projects including the construction of the MMSU IP Student Dormitory amounting to Twenty Million Pesos (Php 20,000,000.00) for enrolled IP Students of the MMSU-City of Batac campus, subject to availability of funds and subject further to existing law, rules and regulations. The said project shall be undertaken by contract by the NHA;

WHEREAS, the CITY, the MMSU, the NCIP and the NHA hereinafter referred to as the "PARTIES" agreed to pool their resources for purposes of undertaking the



development of the MMSU IP Student Dormitory at the MMSU-Batac Campus, Brgy. 16-S Quiling Sur, City of Batac, Ilocos Norte to be undertaken within 240 calendar days in accordance with the approved project plans, cost estimates and specifications;

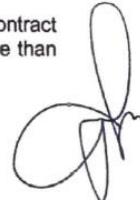
NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants herein contained, the PARTIES do hereby bind and agree to the following;

**ARTICLE I
THE PROJECT**

- 1.1 The project shall cover the development of 1-unit, 2-storey building dormitory with 568 square meters, more or less, total floor area, portion of the property owned by MMSU covered by Tax Declaration Nos. 05-037-01839 (Lot 13621-B), 05-037-01840 (Lot 13622-B), 05-037-01843 (Lot 13624-B), and 05-037-01874 (Lot 13625-A) located at Brgy. 16-S Quiling Sur, City of Batac, Ilocos Norte to be known as Mariano Marcos State University IP Student Dormitory under the NHA's Housing Assistance Program for the Indigenous Cultural Communities/Indigenous Peoples (HAPIP);
- 1.2 The 1-unit, 2-storey building will generate 14 bedrooms with a total of 33 double-decker beds with additional allocations for a study room, mess hall, store, kitchen and dormitory administrator's office;
- 1.3 The Project implementation/development shall be in accordance with the plans and specifications, costs and time frames mutually agreed by the parties;
- 1.4 The Project shall be implemented and administered by the NHA under the Housing Assistance Program for Indigenous Cultural Communities/Indigenous Peoples based on the approved plans and estimates and in accordance with the existing government auditing laws, rules and regulations;
- 1.5 The development of the Project shall be undertaken by Contract to be awarded in accordance with the provisions of The Government Procurement Reform Act (R.A 9184) and its Implementing Rules and Regulations (IRR) as amended;
- 1.6 Project implementation shall be completed within a period of 240 calendar days or in accordance with mutually approved implementation schedule. However, the duration of project implementation may be extended due to force majeure or other meritorious reasons as may be mutually agreed upon by all PARTIES.

**ARTICLE II
PROJECT BENEFICIARIES**

- 2.1 The project is intended to provide housing assistance to benefit IP Students of MMSU. As the number of dormitory slots might not be enough to respond to the current requirements of the school, the prioritization shall be established by the MMSU, NCIP and the CITY;
- 2.2 A Separate Code of Policy shall be drawn to govern management of the IP Dormitory and its facilities;
- 2.3 Security of tenure shall be granted to the Project Beneficiaries through a Contract Agreement for the period/duration of their schooling which will not be more than the duration of the degree/course chosen by the student;



2.4 The occupancy of dormitory units shall be subjected to the Code of Policies that will be promulgated by the MMSU, NCIP and the CITY as approved/adopted by the *Sangguniang Panglungsod* of the City of Batac and will form part of this Memorandum of Agreement as Annex.

ARTICLE III PROJECT FINANCING

3.1 The Project shall be jointly funded by all the PARTIES. The NHA shall provide the amount of **Nineteen Million Nine Hundred Ninety-nine Thousand Four Hundred Ninety-two Pesos (Php 19,999,492.00)**, to cover the cost of the construction of the building (1-unit, 2-storey); MMSU shall provide the land and the funds for land development for the construction of the IP Students Dormitory;

3.2 The subsidy funds allocated by NHA shall be utilized to fund the following components:

- a. Mobilization/Demobilization
- b. General Requirements
- c. IP Dormitory Construction
- d. Construction of Septic Vault and Drainage System

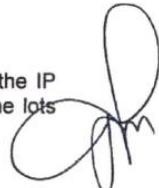
ARTICLE IV ROLES AND RESPONSIBILITIES

4.1 The CITY shall:

- 4.1.1 Submit a written request for assistance to the NHA;
- 4.1.2 Pass a *Sangguniang Panglungsod* Resolution to:
 - a) Authorize the City Mayor to enter into and sign the Memorandum of Agreement with NHA, MMSU, and NCIP for the development of the project; and
 - b) Avail the NHA Housing Assistance Program for the Indigenous Cultural Communities/Indigenous Peoples (HAPIP);
- 4.1.3 Undertake the award to the project beneficiaries in coordination with MMSU and the NCIP;
- 4.1.4 Assist the MMSU in facilitating the documentation and securing related permits and clearances from the concerned government agencies;
- 4.1.5 As member of the PIAC, monitor the progress of project implementation and upon project completion undertake joint final inspection for the acceptance of the completed IP Student Dormitory building structures;
- 4.1.6 Perform such legal acts and deeds necessary to carry out the above responsibilities;

4.2 The MMSU shall:

- 4.2.1 Submit a written request for assistance to the NHA;
- 4.2.2 Provide parcel of land for the IP Student Dormitory acceptable to the IP Community of Ilocos Norte with a 1,200 square meter-portion of the lots

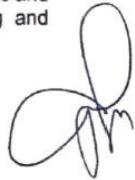


owned by MMSU covered by Tax Declaration Nos. 05-037-01839 (Lot 13621-B), 05-037-01840 (Lot 13622-B), 05-037-01843 (Lot 13624-B), and 05-037-01874 (Lot 13625-A) as its contribution;

- 4.2.3 Provide and allocate the project site of the IP Student Dormitory as approved in the campus site development plan;
- 4.2.4 Provide access road going to the project site;
- 4.2.5 Provide all legal and technical documents such as but not limited to: land documents of the project site, Certifications on the availability of water and power supply in the proposed site, Certifications on the availability of Road and Drainage Right of Ways and any other data, instrumentalities, documents necessary for the implementation of the project;
- 4.2.6 Create and convene the Project Inter-Agency Committee (PIAC) with representatives of the CITY, the NHA, NCIP and other government agencies and participating institutions, as deemed appropriate, to ensure smooth implementation of the project;
- 4.2.7 Designate the Project Implementation Team from the pool of experts and other resources of MMSU;
- 4.2.8 Assist the CITY and NCIP in the formulation of policies and guidelines for beneficiary selection and prioritization of occupancy slots;
- 4.2.9 Act as the custodian of the IP Student Dormitory for IP government wards and shall be responsible for the maintenance and upkeep of the premises of the IP Student Dormitory;
- 4.2.10 Provide safety and security measures for the protection of the IP Student Dormitory occupants;
- 4.2.11 As member of the PIAC, monitor the progress of project implementation, ensure that the infrastructure is in conformity with the building standards set by relevant laws and upon project completion undertake joint final inspection for the acceptance of the completed IP Student Dormitory Building Structures;
- 4.2.12 Facilitate the extension and installation of permanent electrical, and water facilities to service the IP Dormitory and ensure that these utilities are available prior to occupancy of the IP Dormitory by the beneficiaries;
- 4.2.13 Through a Deed of Donation and Acceptance (DODA) executed by the NHA, accept the completed IP Student Dormitory building and structures and undertake its repair and maintenance thereafter;
- 4.2.14 Perform such legal acts and deeds necessary to carry out the above responsibilities;

4.3 The NCIP shall;

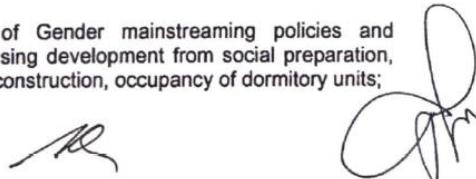
- 4.3.1 Represent the IP Community during meetings, in legal instrumentalities and other activities necessary for policy formulation, project planning and implementation;



- 4.3.2 Conduct dialogues with identified target beneficiary IP communities and other such activities for proper information dissemination regarding the project and ensure involvement of the IP communities in the project planning, design, implementation and monitoring, as necessary;
- 4.3.3 Assist the **CITY** and **MMSU** in the formulation of policies and guidelines for beneficiary selection, prioritization and use/occupancy of dormitory units;
- 4.3.4 Assist the **CITY** and the **MMSU** in promoting harmonious relationships between and among the beneficiaries of the dormitory;
- 4.3.5 Provide the Certificate of Non-Overlap and other documents and data related to the project needed for the implementation of the project;
- 4.3.6 Assist the **CITY** and **MMSU** in facilitating the documentation and securing related permits and clearances from the concerned government agencies;
- 4.3.7 As member of the PIAC, monitor the progress of project implementation and upon project completion undertake joint final inspection for the acceptance of the completed IP Student Dormitory building structures;
- 4.3.8 Perform such legal acts and deeds necessary to carry out the above responsibilities.

4.4 The NHA shall:

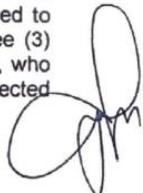
- 4.4.1 Provide the amount of **Nineteen Million Nine Hundred Ninety-nine Thousand Four Hundred Ninety-two Pesos (Php 19,999,492.00)** from the subsidy funds allocated to the NHA by the National Government as its total contribution to the Project representing the cost for Earthworks, Structural Works and Civil/Masonry Works for the construction of the IP Student Dormitory;
- 4.4.2 Assist the **MMSU** and the **CITY** in the preparation of architectural and engineering plans and designs, technical specifications and cost estimates of the IP Dormitory structure, land development and implementation schedule;
- 4.4.3 Undertake the award of the structural/civil works for the implementation of the Project in accordance with the provision of the R.A 9184 and its IRR, as amended and ensure that the implementation is in accordance with the approved plans and specifications;
- 4.4.4 Provide technical assistance to the preparation of the project plans, formulation of policies and guidelines in the implementation of the project;
- 4.4.5 Assist the **CITY** and **MMSU** in securing permits and clearances for the project;
- 4.4.6 Assist the **CITY** and **MMSU** in the formulation of policies for beneficiary selection and the rental scheme for the students occupying the dormitory units;
- 4.4.7 Advocate for the adoption of Gender mainstreaming policies and procedures in all areas of housing development from social preparation, beneficiary selection, physical construction, occupancy of dormitory units;



- 4.4.8 Evaluate, review and approve the development/building plans and technical specifications including the final cost estimates of the proposed IP Student Dormitory Building;
- 4.4.9 Monitor the implementation of the Earthworks, Structural Works and Civil/Masonry Works and see to it that such is in accordance with the approved plans and specifications, costs and time frames;
- 4.4.10 As member of the PIAC, monitor the progress of project implementation and upon project completion and joint final inspection, turnover the IP Dormitory Building to the MMSU through a Deed of Donation and Acceptance (DODA).

ARTICLE V OTHER PROVISIONS

- 5.1 It is understood that failure of the **PARTIES** to strictly comply with any or all of the Terms and Conditions of this Memorandum of Agreement shall not be construed as a waiver and/or estoppel on their part for the enforcement of their rights in connection herewith;
- 5.2 Nothing in this Agreement shall be construed as establishing the relationship of employer and employee between the **PARTIES** or any of their respective staff. The **PARTIES** shall at all times be personally and directly liable for the acts of all its personnel under its employ and shall hold each party free and harmless from any and all claims of liabilities arising from the act or conduct of its employees;
- 5.3 The provisions of RA 9184 and the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act and all other laws pertaining to infrastructure projects shall form part of the provisions of this **AGREEMENT**.
- 5.4 This Memorandum of Agreement may be modified or revised by a written request of the **PARTIES** duly discussed and agreed upon by all the parties citing thereon specific claim/s to be revised or modified and the corresponding amendment/s;
- 5.5 **Dispute Resolution** - all the **PARTIES** undertake to solve any disagreement or misunderstanding arising from the interpretation and implementation of this agreement under the following methods;
 - a) **Negotiation.** The parties shall attempt to resolve any disagreement or dispute arising out of or relating to this **AGREEMENT** via dialogue, consultations and/or negotiations.
 - b) **Alternative Dispute Resolution.** If the matter is not resolved as aforesaid within 60 days of receipt of a written 'invitation to negotiate', the **PARTIES** shall attempt to resolve the same through an agreed Alternative Dispute Resolution (ADR) procedure, or in default of agreement, by first resorting Mediation.
 - c) **Arbitration.** If the matter has not been resolved by Mediation or ADR within 120 days of the initiation of that procedure, or if any PARTY will not participate in an ADR procedure, the dispute may be referred to arbitration by any PARTY. For this purpose, there shall be three (3) arbitrators, with each party selecting one and the third arbitrator, who shall be the chair, shall be appointed by the arbitrators selected



individually by the PARTIES. The venue of the arbitration shall be in the City of Batac, Ilocos Norte.

- 5.6 **Venue of Actions** - In case the dispute/disagreement alternative dispute resolution fail to solve the dispute/disagreement arising from the interpretation and implementation of this contract, the venue for the resolution of the same shall be filed in the appropriate court of City of Batac, Ilocos Norte.
- 5.7 **Separability** - Should any portion or part of this AGREEMENT be declared by a competent court to be void or unenforceable, the rest of the portions shall remain valid, binding and effective and respected by the PARTIES provided the same can independently stand even without the other.

EFFECTIVITY

This Agreement shall take effect upon signing by all parties hereto and shall remain effective unless otherwise terminated or upon satisfaction of the objectives by which this Agreement has been forged.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this day of _____, 20____ at _____, Philippines.

NATIONAL HOUSING AUTHORITY

CITY GOVERNMENT OF BATAC

By:


ENGR. MARIA BELINDA V. SEVALLA
Regional Manager, Reg. 1 & CAR-1

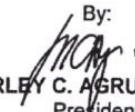
By:


HON. ALBERT D. CHUA
City Mayor

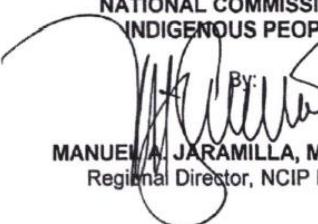
MARIANO MARCOS STATE
UNIVERSITY

NATIONAL COMMISSION ON
INDIGENOUS PEOPLES

By:


SHIRLEY C. AGRUPIS, Ph.D.
President

By:


MANUEL A. JARAMILLA, MRCD, Ph.D.
Regional Director, NCIP Region 1

Witnesses:


ENGR. JEFFERSON F. GANADO
District Manager,
NHA Reg. 1 & CAR-1 ALUISIN Dist.


AMI RUTH R. COCSON
Vice-President Planning and
Development

