



Republic of the Philippines
Department of Education
BAGUIO TEACHERS CAMP

MOA No. 2024-40

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, made and executed this 6th day of May 2024 in the City of Baguio, by and between:

The **Baguio Teachers' Camp** with office address at Leonard Wood Road, Baguio City represented by **DIOSDADO S. MEDINA, Ed. D.**, Camp Superintendent, hereinafter referred to as the "**FIRST PARTY**":

And

Department of Education- SDO Muntinlupa City with principal office at Centennial Avenue, Tunasan, Muntinlupa City, Philippines, represented by **VIOLETA M. GONZALES, CESO VI**, OIC-Office of the Schools Division Superintendent, hereinafter referred to as the "Second Party".

WITNESSETH THAT:

WHEREAS, BAGUIO TEACHERS CAMP is a first class training facility which is classified as a heritage. It is known for its excellent services among others, as a training venue for seminars and trainings;

WHEREAS, the SECOND PARTY desires to make use of the Camp facilities, accommodations and services for the purpose of holding their Activity- **DIVISION TRAINING OF TRAINERS ON THE MATATAG CURRICULUM FOR KINDERGARTEN, GRADE 1, GRADE 4, AND GRADE 7 SCHOOL LEADERS AND TEACHERS.**

NOW THEREFORE, in consideration of the foregoing premises as under terms and conditions hereinafter stipulated, the **FIRST PARTY** and **SECOND PARTY** hereby **AGREE** and **COVENANT** as follows:

1. The **FIRST PARTY** shall provide the following:



Leonard Wood Road, Baguio City
Email: teacherscamp@deped.gov.ph
Tel. No. (074)442-3517 / Telefax (074)442-7148



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- 1.1 Use of Function Hall with Audio-Visual Equipment consisting of the following: LCD Projector, sound system, tables and chairs, all of which are set up according to the requirement of the SECOND PARTY;
- 1.2 Room accommodation with towels and toiletries and complimentary water (replenish daily) in the cottage/guesthouses and dormitory halls;

2. **The SECOND PARTY shall assume the following obligations:**

- 2.1 Accept assumption of liabilities through the issuance of **Approved Purchase Order (PO)** or **Certificate of Funds Availability** which must be submitted to the FIRST PARTY on or before arrival or check-in date;
- 2.2 The Camp and its facilities and services shall be used as follows;

May 17-18, 2024 (Guesthouse)

May 18-22 2024 (Abada hall, Quezon down, Pages conference, Dorm and Housetype)

a total of **One hundred Seventy (170) pax** as their guaranteed number of guests/participants;

- 2.3 The SECOND PARTY guarantees to pay the amount specified in the Statement of Account (SOA) which shall be fully settled within 30 days from the check-out day;
- 2.4 The SECOND PARTY hereby agrees that in case of cancellation of reservation and/or change or alteration of the duration of the reservation, the said Second Party shall assume full responsibility to notify the FIRST Party fifteen (15) days before the scheduled date. Failure to do the same shall compel the First Party to enforce the original contract or demand for the full amount stated in the Request for Quotation.
- 2.5 The SECOND PARTY hereby agrees to be responsible in the acknowledgment of this instrument and to submit the same to the FIRST PARTY in not less than three (3) days before the scheduled seminar.
- 2.6 That the SECOND PARTY shall pay ten percent (10%) Service Charge and LGU occupancy inclusive of the total bill.

3. **Other Terms and Conditions:**

- 3.1 The **FIRST PARTY** shall charge the **SECOND PARTY** for the guaranteed number of guests indicated in item 2.2 or actual number whichever is higher.
- 3.2 The **SECOND PARTY** shall be held responsible for any damage made to the property (**see 2.2**) during their stay other than those caused by accident, force majeure, ordinary wear and tear and thus be billed for the corresponding charges.
- 3.3 The **SECOND PARTY** guarantees to pay a concessionaire/exhibit fee for selling/exhibition of any merchandise.



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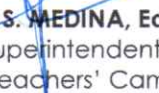
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- 3.4 The **SECOND PARTY** shall disclose the complete names of their participants and program of activities. This information shall be used solely by the **FIRST PARTY** as supporting documents for payment;
- 3.5 The **FIRST PARTY** warrants the peaceful occupation of the desired or leased venue and that during the stay, the groups are not allowed to unlawfully organize, conduct and / or join unlawful assembly of any kind;
- 3.6 The Venue should always be open to Camp Officials and Government Authorities for inspection;
- 3.7 Both the **FIRST PARTY** and the **SECOND PARTY** will not be held liable for the postponement of the event due to causes beyond their control such as natural calamities (typhoon, flood, earthquake, civil war, disaster, strikes, civil disorder, and similar events which could not be or other similar cause or threat thereof beyond the abilities of the parties, making it inadvisable, illegal, or impossible to perform the terms of the contract.
- 3.8 The **FIRST PARTY** reserves the right to cancel this contract in case the continued holding, use of occupation of the Camp and its facilities prove to be hazardous, inimical and prejudicial to its interest;

IN WITNESS WHEREOF, the parties herein sign this Contract this ____ day of MAY 20 2024
2024 at Baguio City _____.


For the **FIRST PARTY**:

For the **SECOND PARTY**:


DIOSDADO S. MEDINA, Ed.D.
Camp Superintendent
Baguio Teachers' Camp


VIOLETA M. GONZALES, CESO VI
OIC- SDS
SDO, Muntinlupa City

Signed in the presence of:


MARY JANE B. CONTAPAY
Witness of the First Party


MADELINE ANN L. DIAZ
Witness of the Second Party



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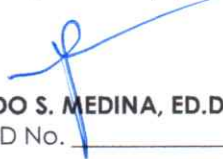


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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of Baguio) S.S.

BEFORE ME, a notary public for and in the City of Baguio personally appeared the following:


DIOSDADO S. MEDINA, ED.D.
Dep-Ed ID No. _____

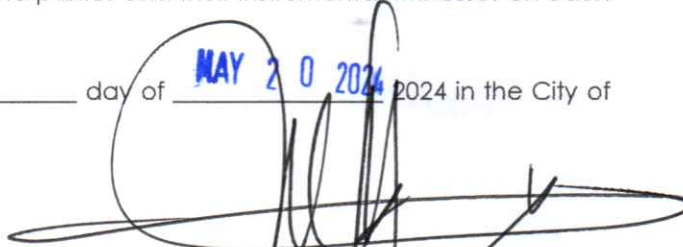

VIOLETA M. GONZALES, CESO VI
ID No. _____

Who are known to me to be the same persons who executed the foregoing instrument and both acknowledged before me that the same is their true and voluntary act and deed and that of the entities they represent at this instance.

The foregoing instrument consists of four (4) pages including this page wherein this acknowledgement is written and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this _____ day of MAY 20 2024 in the City of Baguio, Philippines.

Doc. No.: _____
Page No.: 32
Book No.: 03
Series of 2024



FREDERICK B. NEBATEN
Notary Public
Comm No.: NA-NC-01-NEW-24 until December 31, 2025
PTR No. 7877177 / 1-03-2024
IBP OR No. 330617 / 12-18-2023 (CY2024)
Roll No. 84139 / 06-17-22 / Manila
BIR TIN No. 727-033-324
MCLE Comp. No. VIII-0001280 / Valid until: April 14, 2028
ANDONG and NEBATEN LAW OFFICE
No. 19, 2nd Floor Old Market Building,
Upper Magsaysay Avenue, Baguio City, 2600



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