



# MARIANO MARCOS STATE UNIVERSITY

## Office of the President

### CONSULTANCY AGREEMENT

KNOW ALL ME BY THESE PRESENTS:

This INSTRUMENT made and executed by and between:

**MARIANO MARCOS STATE UNIVERSITY (MMSU)**, an education institution of higher learning created under P.D. 1279, with offices at the City of Batac, Ilocos Norte, Philippines, represented in this ACT by **DR. SHIRLEY C. AGRUPIS**, duly authorized in her capacity as **PRESIDENT**, and hereinafter referred to as "**MMSU**;"

AND

**MANUEL S. TAMAYAO**, of legal age, resident of 3067 Tolentino St. Pinagkaisahan, Makati City, Philippines, a Librarian, herein after referred to as the "**CONSULTANT**."

WITNESSETH: That -

**WHEREAS**, MMSU is in need of the services of a Librarian with knowledge and exposure in Integrated Library System (ILS) KOHA administration and management of a State University Library, who is an active member and recognized by international KOHA Community; and with knowledge on experiences acquired via active, functional and direct affiliation in ILS Koha administration for at least five (5) years;

**WHEREAS**, the **CONSULTANT**, represented himself to be a duly licensed Librarian with the requisite background, skill and experience to undertake the task.

**NOW, THEREFORE, MMSU and the CONSULTANT hereby agree to the following:**

- 1. UNDERTAKING OF CONSULTANT.** The **CONSULTANT** shall, among others, undertake to perform the services specified in the Terms of Reference and Scope of Services which are made an integral part of this Agreement, particularly: (a) on call during the duration of the consultancy to take part in problem solving and in the formulation and drafting of managerial strategies regarding its ILS Koha; (b) shall have direct coordination and participation in the library operations of the MMSU University Library System; (c) the consultant makes himself available to provide consultancy via email, phone, messenger, and or personal visits in relation to its Integrated University Library Information System (IULIS) and how it supports the library services; (d) coordinates with the IT Department regarding the application of fixing bugs, security patches and version upgrades regarding Koha; (e) coordinates with the IT Department regarding the Koha database and virtual machine backup are done regularly; (f) address that the Koha library data are properly mapped and merged in library standards; (g) oversee the batch library data cleanup and import to Koha; (h)

*Miss Grace*  
*RS*  
*Mag*



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## Office of the President

coordinate with the librarians regarding library data checking and validation to Koha; (i) assist in generating reports needed by the librarians and administrators; (j) the consultant will assist on the customization of the library Online Public Access Catalog (OPAC) that will promote the library professionally; (k) inform the library director to the new functionalities and features of the latest Koha version; (l) recommend ways to maximize the utilization of the ILS to the betterment of the service of the library to its clientele; (m) perform other functions that may become necessary.

2. **CONSIDERATION.** For and in consideration of the satisfactory service of the **CONSULTANT**, MMSU shall pay the amount of **NINETEEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN PESOS** (PhP19,777.00) per month.
3. **CONFIDENTIALITY.** (a) During the term of this Agreement and any subsequent extension, and for a period of five years thereafter, **CONSULTANT** shall not disclose **confidential information**, without the prior consent of **MMSU**; (b) All rights, titles and interests in confidential information, arising from this Agreement belongs to **MMSU**, (c) upon expiration, or termination of this Agreement, all documents generated by reason hereof, whether prepared by the **CONSULTANT** or other, shall be surrendered to MMSU;
4. **PERFORMANCE STANDARD.** The Consultant undertakes to perform the services with the highest standard of professional and ethical competence and integrity.
5. **OUTSIDE EMPLOYMENT.** (a) During the term of this agreement, the **CONSULTANT** may be engaged by one or more other persons and/or institutions for his expertise; (b) the **CONSULTANT**, represents that he is not and will not become a party to any agreement which conflicts with his duties hereunder; (c) the **CONSULTANT** will use best efforts to segregate the services covered by this Agreement from other works, so as to minimize any questions of disclosure or ownership of rights or confidential information. MMSU may terminate this Agreement if in its reasonable opinion the performance of such work will conflict with its interests.
6. **NOT AN EMPLOYEE.** The **CONSULTANT** understands no employer or employee relationship, in whatever nature or form is created by this Agreement. The **CONSULTANT** is not entitled to benefits or compensation from MMSU except as set forth in this Agreement.
7. **AMENDMENTS.** No modification, amendment, supplement to this Contract shall be binding upon the parties hereto unless made in writing and duly signed by both parties.
8. **GOVERNING LAWS.** This agreement shall be governed and construed in accordance with the provisions of RA 9184, otherwise known as the Government Procurement



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Reform Act of the Philippines, its implementing rules and regulations, and other applicable laws of the Republic of the Philippines.

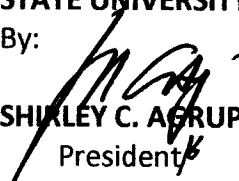
9. **DISPUTE RESOLUTION.** The Parties herein undertake to amicably settle all disputes, claims and controversies arising under this Contract. In the event of failure to amicably settle all such disputes, claims and controversies, the same shall be settled through arbitration in accordance with Republic Act. No. 876, as amended, otherwise known as the "Philippine Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". The Parties herein agree that Batac City, Ilocos Norte shall be the exclusive venue for the arbitration.

10. **EFFECTIVITY.** This Agreement shall take effect on July 15, 2022 and shall remain until December 31, 2022 or upon submission of completed documents mentioned in Section 1, whichever is earlier, provided that upon mutual agreement of both parties the same maybe renewed, extended, modified or amended accordingly.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14th of July 2022, at Batac City, Ilocos Norte.

MARIANO MARCOS  
STATE UNIVERSITY

By:


  
SHIRLEY C. AGRUPIS  
President  
MMSU ID #0334

CONSULTANT

By:

  
MANUEL S. TAMAYAO  
Consultant  
PRC0005992

Signed in the presence of:

  
IMELDA C. COPUZ  
Chief, Accounting Office

  
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## Office of the President

### ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF BATAC **MAKATI CITY**  
PROVINCE OF ILOCOS NORTE)

BEFORE ME, personally came and appeared:

NAME	DOCUMENT OF IDENTIFICATION	ISSUE DATE/PLACE
SHIRLEY C. AGRUPIS	MMSU ID IP-0334	City of Batac
MANUEL S. TAMAYAO	PRC #0005992	

who known to me and to me known to be the same persons who executed the foregoing CONSULTANCY AGREEMENT. This instrument consists of FOUR (4) PAGES including this page whereon this acknowledgement is written, signed by the parties and their witnesses on each and every page thereof and acknowledge to me that the that the same is their free and voluntary act and did.

WITNESS MY HAND AND SEAL this SEP 26 2022 day of 2022 at the City of Batac, Ilocos Norte, Philippines.

### NOTARY PUBLIC

Doc. No. 458  
Page No. 93  
Book No. 42  
Series of 2022

**ATTY. ROMEO M. MONFORT**  
Notary Public City of Makati  
Until December 31, 2023  
Appointment No. - 172 (2022-2023)  
PTR NO. 8852509 Jan 3, 2022 Makat City  
IBP No. 1062634- Jan. 3, 2018  
MCLE NO. VI-0023417 Roll No. 27932  
126 Amorsolo Street Legaspi Village  
Makati City