



MARIANO MARCOS STATE UNIVERSITY

Office of the President

CONSULTANCY AGREEMENT

KNOW ALL MEN 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

DR. RICARDO S. GUANZON, of legal age and a resident of 53 Costes St. Poblacion East, Asingan, Pangasinan, herein after referred to as the "**CONSULTANT**."

WITNESSETH: That -

WHEREAS, MMSU is in need of the services of a senior medical consultant who has knowledge in the operation of a college of medicine, possess knowledge, skills, competency and strong management skills that can be imparted to the leadership of the college and proven administrative competency;

WHEREAS, the **CONSULTANT**, represented himself to be a duly licensed physician 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) To ensure the viability of the operation of the College in its developmental stage by lending both honorific and physical support, and administrative guidance as the college enters its full government recognition of the MD program, (b) to assist in the preparation and compliance to applicable laws and regulations, especially those that relate to college operations and instructions from accreditation and monitoring bodies such as the Commission on Higher Education (CHED), Department of Health (DOH), Professional Regulations Commission (PRC)), Association of Philippine Medical Colleges (APMC), (c) to do external linkage and communications related to the college's operation, maintenance, and stability, (d) to guide the Dean in its leadership of the College on instructions, standards, and quality operations and crisis situations, (e) to guide and help in the planning, implementation and monitoring of overall College operation in the attainment of the Vision, Mission, Objectives of the University



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at large, (f) to support and help in the preparation, readiness and review of the medical graduates as Post Graduate Interns for their Philippine Licensure Examination for Physicians, (g) to assist and guide in crafting Faculty Development Plan of the college and its Staff Recruitment, Retention and Promotion, (h) to assist in the development of Research Agenda for the college as culled from both the Faculty and students' investigative works in class, clinic and the community and (i) to mentor the newly-appointed College Dean.

2. **CONSIDERATION.** For and in consideration of the satisfactory service of the **CONSULTANT**, MMSU shall pay the amount of **TWENTY-FIVE THOUSAND PESOS** (PhP25,000.00) 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

Armando J. Lopez



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

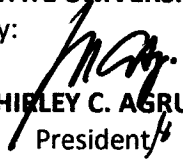
9. **DISPUTE RESOLUTION.** The Parties herein undertake to amicably settle all disputes, claims and controversies arising under this Contract. In the event of failure to amicably settle all such disputes, claims and controversies, the same shall be settled through arbitration in accordance with Republic 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 September 19, 2022 and shall remain until January 19, 2023 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 19th of September 2022, at Batac City, Ilocos Norte.

MARIANO MARCOS
STATE UNIVERSITY

By:


SHIRLEY C. AGRUPIS
President
MMSU ID #0334

CONSULTANT

By:


RICARDO S. GUANZON
Consultant

Signed in the presence of:


IMELDA C. COPUZ
Chief, Accounting Office


ERINE JANNYLE C. SALADINO



MARIANO MARCOS STATE UNIVERSITY

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BATAC)
~~SAN NICOLAS ILOCOS NORTE~~)
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
RICARDO S. GUANZON	<i>KE CM 037 3233</i>	<i>01/13/2022 BATAVIA ASING</i>

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 19 SEP 2022 day of 19 SEP 2022 2022. at the ~~SAN NICOLAS ILOCOS NORTE~~, Philippines.

Doc. No. 237
Page No. 48
Book No. 208
Series of 2022

[Signature]
LUCIANO E. CARAANG
Notary Public for Ilocos Norte
3/F Boy Const. Bldg., Brgy. 2 San Nicolas, Ilocos Norte
Notarial Commission No. 2022-16 until December 31, 2023
Roll No. 40032 - May 02, 1992
BFP No. 190916: 01-06-2022: I.N.
PTR No. 3418099G: 01-03-2022: I.N.
TIN: 207-267-053
MCLE Compliance No. VB-0015349: Valid until April 14, 2025