

MEMORANDUM OF AGREEMENT

Know all Men by These Presents:

This Memorandum of Agreement made and entered by and between:

The PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF), an attached agency of the Department of Agriculture, duly organized and existing under and by virtue of Executive Order 366, Series of 2004, with office address at Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented herein by its Executive Director, SARAH GUTIERREZ-CAYONA, hereinafter referred to as "PCAF";

and

The DEVELOPMENT ACADEMY of the PHILIPPINES, a government institution, duly organized and existing under and by virtue of Presidential Decree No. 205, as amended with principal office address at the DAP Building San Miguel Avenue, Ortigas Center, Pasig City, represented herein by its Officer-in-Charge, MAGDALENA L. MENDOZA hereinafter referred to as the "DAP";

Hereinafter, collectively referred to as "Parties".

- WITNESSETH, that -

WHEREAS, the PCAF facilitates broad-based participatory processes in the agriculture and fisheries sector and also provides quality services to nationwide network of private sector-led consultative councils at the national, regional and local levels for the formulation of sound policies, plan and programs.

WHEREAS, the PCAF is envisioned to be an effective and efficient catalyst of public-private partnership in developing the agriculture and fisheries sectors towards a vibrant national economy that values people empowerment and good governance. PCAF is ensuring consultation through the provision of quality services to a nationwide network of private sector-led consultative councils towards the formulation of sound policy and programs through sustainable development.


WHEREAS, in considering the asymmetric setup of the proposed Bangsamoro region, the impending passage and implementation of the Bangsamoro Basic Law (BBL) offers opportunities and risks to agriculture that are not present in the current political and administrative setup of regions, provinces, cities and municipalities, and thus calls for expert and participative consideration of the policy implications, PCAF sought the assistance of Development Academy of the Philippines-Center for Governance (DAP-CfG) to study the implications on the agriculture sector and help PCAF manage the transition.

WHEREAS, the DAP, with its extensive experience in policy research and technical assistance to Philippine government on good governance submitted a proposal entitled: Research on the Implications of the Bangsamoro Basic Law on the Agriculture Sector, a copy of which is attached as ANNEX "A" and forms integral part of this MOA.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties agree as follows:

Section 1. Scope of Work/Description of the Project. The Parties hereby undertake to perform the Project entitled: Research on the Implications of the

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IMELDA C. CALUEN
Managing Director,
Center for Governance, DAP


MAGDALENA L. MENDOZA
Senior Vice President for Programs,
and Officer-in-Charge, DAP


SARAH GUTIERREZ-CAYONA
Executive Director, PCAF


ALEXANDER S. DAROYA
Acting Chief, Administrative and
Finance Management, PCAF

Bangsamoro Basic Law on the Agriculture Sector, more particularly described in the Project Proposal attached hereto and made an integral part hereof as Annex "A".

Section 2. Obligations of the DAP. The DAP shall:

- a. Organize a project team composed of a supervising fellow, project manager, technical/administrative staff who will conduct the necessary activities and deliver the expected project outputs within the agreed timeframe;
- b. Designate an officer to serve as focal person for the project for institutional coordination;
- c. Undertake the collection of data, analysis and preparation of the research report;
- d. Identify and engage subject matter experts, as may be necessary, to analyze information and data, provide inputs and technical advice;
- e. Submit the draft and final research report; and
- f. Provide periodic updates to PCAF on the progress of the project.

Section 3. Obligations of the PCAF. The PCAF shall:

- a. Designate counterparts who will work with the DAP project team in the execution of project activities;
- b. Make available relevant documents and information to DAP;
- c. Provide comments and/or approval on a timely basis on the interim and final outputs submitted for review and/or approval;
- d. Extend administrative coordination in the conduct of specific activities; and
- e. Cover the necessary professional service fees, operating and other miscellaneous expenses of the project.

Section 4. Statement of Consideration (Fees). For and in consideration of the services of the DAP, the PCAF shall pay the DAP the sum of Two Million Five Hundred Thousand Pesos (Php 2,500,000.00), inclusive of the 12% VAT. The project shall be accomplished within six (6) months.

A Certificate of Availability of Funds (CAF) duly signed by the Chief Accountant of the Agency is hereto attached and marked as Annex B and made an integral part of this Agreement.

Section 5. Confidentiality. Each party undertakes not to divulge at any time to any third person any confidential information relating to the other, except upon prior written consent of the other or where required under the law or regulation or by a valid order of a court or other governmental authority with competent jurisdiction.

Section 6. Intellectual Property Rights. All Intellectual Property existing prior to the execution of this Agreement or rendition of Services herein, whichever comes first, shall remain the property of the original owner.

All reports, documents, correspondents, notes, deliverables and other work product in any form developed, produced or delivered in connection with or as a result of performing the services and the intellectual property rights over the work product shall be jointly owned by the PCAF and the DAP, with each party having royalty-free non-exclusive and irrevocable license to use, publish, copy, reproduce or distribute the work for government or public purposes; provided, however, that neither party shall allow a third party to use, copy or distribute such work product without the prior written consent of the other.

Section 7. Liability. The DAP shall not be liable to the PCAF for loss or damage to the PCAF's property unless due to the gross negligence or breach of this Agreement. The DAP shall not be liable to the PCAF for any indirect, special or consequential loss arising out of or in connection with the provision of goods and the services pursuant to this Agreement and the total liability of DAP for any other loss of


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Margdalena L. Mendoza
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Senior Vice President for Programs,
and Officer-in-Charge, DAP

Sarah Gutierrez-Cayona
SARAH GUTIERREZ-CAYONA
Executive Director, PCAF

Alexander S. Daroya
ALEXANDER S. DAROYA
Acting Chief, Administrative and
Finance Management, PCAF

the **PCAF** arising out of or in connection with this Agreement in respect of any event shall not exceed the charges payable by the **PCAF** to the **DAP** for the Project.

Section 8. Indemnity. The **PCAF** shall indemnify and hold the **DAP** free and harmless from any and all claims or causes of action of third parties arising from a negligent or otherwise wrongful act, or omission by the **PCAF** or its employees or representatives.

Section 9. Warranties. All conditions and warranties whether express or implied by law or otherwise (including but not limited to those as to description, merchantability or fitness for a particular purpose) are excluded from this Agreement.

Section 10. Duration of Term of the Agreement.

- a. This Agreement shall become effective upon execution thereof and shall be completed within the schedule provided in the proposal; provided, however, that there shall be flexibility in the Project duration as long as the specified Project deliverables agreed upon by both parties are met.
- b. Either party shall promptly report to each other the occurrence of any event or condition which might delay or prevent the timely completion of the services embraced herein, specifying in writing the amount of time involved, the causes of the delay, and its subsequent implications on the entire timetable, work schedule, and budget of the Project. Any extension of contract time shall not involve any additional cost.

Section 11. Changes. If changes under this section should result in an increase or decrease in the services originally provided and scheduled, an equivalent adjustment on the contract price, time or both shall subsequently be agreed upon in writing by both Parties.

Section 12. Force Majeure. No party shall be liable to the other for the delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control, including, without limitation, any of the following: act of God, government act, war, fire, flood, explosion or civil commotion.

Section 13. Termination.

- a. The following events shall entitle the party not in breach to terminate this agreement by immediate written notice:
 - (1) Failure on the party of the **PCAF** to make punctual payment of all sums due to the **DAP** under the terms of this Agreement;
 - (2) Failure on the part of the **DAP** to remedy any breach of its obligations hereunder within fifteen (15) days following written notice from the **PCAF** specifying the breach with full particulars;
 - (3) Any serious and persistent breach by either party of any provision of this Agreement;
- b. The Parties may terminate this Agreement upon mutual agreement;
- c. In the event this Agreement is terminated for causes not attributable to the **DAP**, the **DAP** shall be entitled to payment determined on a pro rata basis for services satisfactorily performed or delivered as well as reimbursement for reasonable expenses incurred in performing its obligations prior to the termination.

Section 14. Dispute Settlement or Arbitration. All disputes and controversies arising out of in connection with this Agreement, or for breach of any provision hereof, which cannot be solved by the herein contracting parties, shall be settled through Arbitration in accordance with PD 242 in relation to Sections 66, Chapter XIV, Book IV

of the Administrative Code of 1987, in conjunction with Section 10, Chapter 3 Book VII, of the same code.

The venue of any legal action arising out of this Agreement shall be brought exclusively to the proper court in Pasig City.

Section 15. Amendments. No amendment or modification of any of the terms and conditions of this Agreement shall be valid unless evidenced by a written Agreement executed by the parties' respective authorized representatives.

Section 16. Severability. If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.

Section 17. Waiver. No failure, omission or delay of any of the parties in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing any signed by the party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

Section 18. Assignment. The benefit of this Agreement may not be assigned in whole or in part by a party without the prior written consent of the other.

Section 19. Binding Effect. This Agreement shall be binding on the parties and their respective successors-in-interest.

Section 20. OGCC Review. This Agreement shall be subject to the review and approval of the Office of the Government Corporate Counsel (OGCC), the statutory counsel of DAP. Any comments and recommendations made by the OGCC shall automatically form part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the _____ day of JUN 25 2018 in Quezon City.

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**

**DEVELOPMENT ACADEMY
OF THE PHILIPPINES**


By:

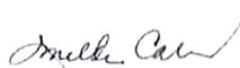
By:


SARAH GUTIERREZ-CAYONA
Executive Director


MAGDALENA L. MENDOZA
Officer-in-Charge

Signed in the presence of:


ALEXANDER S. DAROYA
Acting Chief, AFMD


IMELDA C. CALUEN
Managing Director, Center for
Governance, DAP

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____ : S.S.

BEFORE ME, on this JUN 25 2018 day of JUNE at MANILA, personally appeared the following public officials, namely:

SARAH GUTIERREZ-CAYONA, with PCAF ID NO. 201622 in representation of the **PCAF**;

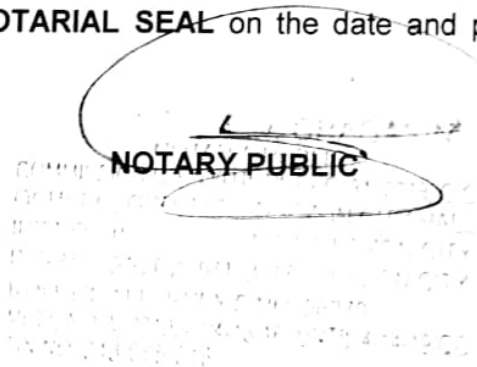
-and-

MAGDALENA L. MENDOZA, with DAP ID NO. 035534 in representation of the **DAP**.

who are known to me to be the same officials who executed the foregoing instrument and they both acknowledged to me that the same is their free and voluntary act and deed and that of the government agencies they represent therein.

This instrument consisting of five (5) pages including this page which this acknowledgment is written and signed by the parties and their instrumental witnesses on the left hand margin of each page thereof and at bottom of the same instrument on page four (4), refers to a Memorandum of Agreement executed for the purpose(s) therein setforth.

WITNESS MY SIGNATURE AND NOTARIAL SEAL on the date and place first above written.



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