


## MEMORANDUM OF AGREEMENT

### KNOW ALL PERSONS BY THESE PRESENTS:



This Memorandum of Agreement ("**Agreement**") is made and entered into by and among:



The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**, an attached agency of the Department of Agriculture (DA), established on 26 June 2013 through Executive Order 366, with office address at the Department of Agriculture Building, Elliptical Road, Diliman, Quezon City, represented herein by its OIC-Executive Director, **JULIETA E. OPULENCIA**, hereinafter referred to as the "**PCAF**";

The **NATIONAL DAIRY AUTHORITY**, an attached agency of the DA, established under Republic Act 7884, with office address at BAI Compound, Visayas Ave., Diliman, Quezon, represented herein by its Administrator, **GABRIEL L. LAGAMAYO**, DVM, hereinafter referred to as the "**NDA**",

-- and --






**UNIVERSITY OF THE PHILIPPINES**, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008", through its constituent university at Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City, 1101, Philippines, represented by its Chancellor, **EDGARDO CARLO L. VISTAN II**, hereinafter referred to as "**UP**";

Hereinafter, collectively referred to as Parties and individually as a "Party".

- WITNESSETH, that -

**WHEREAS**, PCAF is an attached agency of the Department of Agriculture (DA) created out of the consolidation of two councils, namely, the National Agricultural and Fishery Council (NAFC) and the Livestock Development Council (LDC), pursuant to EO 366, Series of 2004. It assumed strengthened functions related to coordination and monitoring of agricultural and fisheries modernization processes and development of public-private partnerships as advisory special bodies to the DA;

**WHEREAS**, the **PCAF** acts as the Secretariat to the National Agriculture and Fisheries (NAF) Council which serves as an integrative and consultative structure for inter-agency collaboration in agriculture and fisheries modernization;



**WHEREAS**, the NDA is mandated pursuant to RA No. 7884 to accelerate the development of the Philippine Dairy Industry and assist in the provision of income to dairy farmers and good nutrition to the Filipino People;

**WHEREAS**, UP, through its Board of Regents, established a unit known as the Institute for Small-Scale Industries (ISSI) pursuant to the bilateral agreement between the Republic of the Philippines and the Government of the Netherlands, concluded on 01 March 1966;

**WHEREAS**, one of the functions of the ISSI as defined under Republic Act No. 6041, otherwise known as *An Act Defining the Functions of the Institute for Small-Scale Industries, Providing for Its Financing and for Other Purposes*, which took effect on 04 August 1969, is to promote and develop small and medium industries in the Philippines through research, consultancy and developmental activities;

**WHEREAS**, local milk production only supplies 1.38% (30.28 million liters) of the country's dairy requirement of 2.19 billion liters in 2022, and as per the Philippine Statistics Authority, the total import of milk and cream products is at 2.9 million metric tons valued at USD 1.27 billion;

**WHEREAS**, the DA, recognizing the importance of the dairy industry both in providing income to dairy farmers and improving the nutrition of the Filipino people, has pushed for the implementation of the "Intensified Community-Based Dairy Enterprise Development (ICBDED)" Project funded under the US-PL480 Program;

**WHEREAS**, the PCAF, as the oversight agency of the PL-480 Program by virtue of Special Order No. 743, Series of 2021, is tasked with evaluating the US-PL480 ICBDED Project;

**WHEREAS**, the NDA is in its fourth year of implementing the ICBDED Project handling the dairy goat and dairy cattle components of the said Project;

**WHEREAS**, findings during the periodic monitoring and evaluation of the ICBDED Project by the PCAF and NDA show feedbacks from the project recipients that there is difficulty in finding continuous market for fresh dairy products, especially for goat milk;

**WHEREAS**, the PCAF and the NDA see the need to conduct an in-depth market analysis of the Philippine Dairy Industry in order to aid in improving the current state of the dairy industry in the country;

**WHEREAS**, UP, with the mandate and proven expertise in running evaluative studies, is commissioned to conduct the evaluative study focused on the market analysis of local milk products;

**WHEREAS**, part of the activities of PCAF, in line with its monitoring and evaluation functions under the PL480 Program, is the conduct of evaluative studies;

**WHEREAS**, considering the mandate of **NDA** and the expertise of **UP**, **PCAF** will collaborate with the **NDA** and **UP** in the conduct of the said study; and

**WHEREAS**, the procurement of the consultancy services for the conduct of the study is undertaken through an Agency to Agency mode of procurement;

**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 agree to undertake the Project, entitled, "**Market Analysis of Local Milk and Dairy Products in the Philippines**", more particularly described in the Proposal attached hereto and made as an integral part hereof as **Annex "A"**.

### **Section 2. Obligations of PCAF**

**PCAF** shall:

- a. Obligate and disburse the funds in accordance with the approved Proposal (see **Annex "A"**) and Terms of Reference hereto attached as **Annex "B"**, subject to the availability of funds and following the usual auditing and accounting rules and regulations;
- b. Approve the Project Implementation Plan and Project Assessment Framework, Inception Report, and the Draft Assessment Reports and Final Study Report with ISBN and other deliverables by providing **UP** a Certificate of Acceptance of Project Deliverable(s);
- c. Together with **NDA**, convene a panel of concerned **PCAF** and **NDA** officers and technical personnel, and stakeholders for the presentation and consequent approval of the deliverables;
- d. Provide comments and inputs to the study and other Project deliverables;
- e. Approve the closure of the Project upon submission and approval of all outputs under this **Agreement** by providing **UP** a Certificate of Project Completion/Closure, within two (2) weeks after the submission of the final deliverables; and
- f. Ensure that the policy recommendation/s on key findings of the study are endorsed to concerned agencies of DA.

### **Section 3. Obligations of NDA.**

**NDA** shall:

- a. Assist in the conduct of the study by providing its expertise and provision of necessary data needed in the study;

- b. Provide comments and inputs to the study and other Project deliverables;
- c. Together with **PCAF**, convene a panel of concerned **NDA** and **PCAF** officers and technical personnel, and stakeholders for the presentation and consequent approval of the deliverables; and
- d. Present the policy recommendation of the research study for consideration and action of the Dairy Industry Board.

#### Section 4. Obligations of UP.

UP shall:

- a. Issue an official receipt relative to the receipt of funds;
- b. Maintain a separate book of accounts for the fund and its disbursements;
- c. Submit disbursement report and liquidation report duly received by the resident auditor;
- d. Implement the study in accordance with the approved Project documents within the timeframe and provisions of the contract;
- e. Organize and ensure that the study team and the specialists/experts to work on the Project are in accordance with the approved qualifications;
- f. Provide necessary and adequate logistical support and arrangements as detailed in **Annex "A"** to deliver the expected outputs in a timely and efficient manner;
- g. Return to **PCAF** any procured equipment and unexpended balances one (1) month after the completion of the Project;
- h. Designate a Review Committee from ISSI that will look into the outputs of the Project team before they are submitted to **PCAF**;
- i. Present to **PCAF** and **NDA** officials, technical personnel concerned, and concerned stakeholders the results of the study to solicit comments/inputs and approval;
- j. Ensure the availability of the study team to present the findings of the study, whenever necessary;
- k. Integrate inputs/comments from **NDA** and **PCAF** and finalize, package, and submit ten (10) hard copies and the soft version of the final study report laid out and ready for printing; and
- l. Submit Project Completion Report with attached policy brief to NDA and PCAF.

**Section 5. Designation of a Project Director**

The Parties hereby designate **Dr. Ian Jester M. de Vera, DProf.** as **Project Director**, who shall:

- a. Provide overall direction to the Project;
- b. Regularly coordinate with NDA and PCAF;
- c. Appoint and supervise members of the Project team;
- d. Provide oversight of program implementation including all activities, outputs, and outcomes related to Project management and administration, including reporting, budget development and monitoring, financial transactions, execution of Project plans, and Project performance;
- e. Ensure timely submission of progress and completion report of the Project; and
- f. Lead the monitoring and evaluation of the Project.

*Handwritten signature*

**Section 6. Payment Schedule.**

For and in consideration of the services of UP, PCAF shall pay UP the sum of **Four Million Pesos (PHP4,000,000.00)**, payable as follows:

DUE UPON / DELIVERABLES	PAYMENT SCHEDULE	% OF TOTAL	AMOUNT DUE (Php)
1. Preparation and submission of Project Implementation Plan and Project Assessment Framework	Within 1 week from the effectivity of the Contract	100%	4,000,000.000
2. Preparation and submission of Inception Report	Within 2 weeks from the effectivity of the Contract		
3. Data gathering/Conduct of Survey, Preparation and submission of Findings/Results, and Preparation and submission of Findings/Results and Draft Assessment Report	Within 11 weeks from the effectivity of the Contract		
4. Preparation, printing, and submission of ten (10) copies of the Final Report	On or before December 31, 2023		
<b>TOTAL:</b>		<b>100%</b>	<b>Php4,000,000.00</b>

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The funding requirement is composed of personnel and resource persons' fees, out-of-pocket costs (i.e., transportation and accommodation), and other expenses that cover the logistical requirements of the **UP** Project Team.

**Section 7. Confidentiality.** Each Party undertakes not to divulge at any time to a third person any confidential information relating to the other, except upon written consent of the other two Parties or where required under the law or regulation or by a valid order of a court or other governmental authority with competent jurisdiction.

Each Party shall adhere to the principles of protecting all forms of information pursuant to RA 10173 or the Data Privacy Act in the gathering, sharing and use of data for the study.

**Section 8. Intellectual Property Rights to the Expected Outputs.** Following Section 178.4 of Republic Act No. 8293, also known as the "Intellectual Property Code of the Philippines", 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, correspondence, notes, deliverables and other work products 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 owned by **PCAF and UP** having a royalty-free non-exclusive and irrevocable license to use, publish, copy, reproduce or distribute the work for government or public purposes; provided, however, that the final form of the study as approved by **PCAF** may be used, reproduced, published, sold or distributed.

The NDA, upon written request, however, shall be awarded with the right to use all reports, documents, correspondences, notes, deliverables and other work products in any form developed, produced or delivered in connection with or as a result of the study, free of charge. NDA shall be furnished with the raw and processed data, including the methodologies used in the study, to be used as reference in its policy formulation and assistance programming.

**Section 9. Liability.** **UP** shall not be liable to **PCAF** for any loss of or damage to **PCAF's** property purchased for the Project unless it is due to **UP's** gross negligence or breach of this **Agreement**. **UP** shall not be liable to **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 **UP** for any loss of **PCAF** arising out of or in connection with the **Agreement** in respect of any event shall not exceed the charges payable by **PCAF** to **UP** for the Project.

**Section 10. Indemnity.** Each Party shall indemnify and hold the other 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 said Party.

**Section 11. Warranties.** All conditions and warranties whether expressed 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 12. Term of the Agreement.** This **Agreement** shall become effective upon receipt of Notice to Proceed with the services subject of this **Agreement**, and shall be completed by December 31, 2023; 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 without additional cost/s to the Parties.

**Section 13. Changes**

- a. Any 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 cause(s) of the delay, and its subsequent implications on the entire timetable, work schedule, and budget of the Project. Any extension of this **Agreement** shall be made before its expiration and shall not involve any additional cost.
- b. 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 all Parties.

**Section 14. 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 15. Termination**

- a. The following events shall entitle the Party not in breach to terminate this **Agreement** by immediate written notice:
  - i) Failure on the part of **PCAF** to make punctual payment of all sums due to **UP** under the terms of this **Agreement**;
  - ii) Failure on the part of **UP** to remedy any breach of its obligations hereunder within fifteen (15) days following written notice from **PCAF** specifying the breach with full particulars; or
  - iii) Any serious and persistent breach by any 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 **UP**, **UP** shall be entitled to payment determined on a prorated basis for services satisfactorily performed or delivered, non-cancellable commitments, as well

as reimbursement for reasonable expenses incurred in performing its obligations prior to the termination.

**Section 16. Dispute Settlement or Arbitration.** All disputes and controversies arising out of or 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 Presidential Decree 242 in relation to Section 66, Chapter XIV, Book IV of the Administrative Code of 1987, in conjunction with Section 10, Chapter 3 Book VII of the same code.

**Section 17. 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 all Parties' respective authorized representatives.

**Section 18. 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 19. Waiver.** No failure, omission or delay of any of the Parties in exercising any of its rights, 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 and signed by the Party's authorized representatives. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

**Section 20. 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 21. Binding Effect.** This **Agreement** shall be binding on the Parties and their respective successors-in-interest.


**Section 22. Authority.** Each of the Parties hereto represents and warrants that it has full power and authority to enter into and perform each obligation under this **Agreement**. All necessary actions, consents, and approval for the execution of this **Agreement** have been taken and/or obtained and constitute the legal, valid and binding obligations of each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have signed this **Memorandum of Agreement** on the \_\_\_\_ day of OCT 09 2023 2023 in QUEZON CITY.

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**

By:   
\_\_\_\_\_  
**JULIETA E. OPUENCIA**  
OIC-Executive Director

**UNIVERSITY OF THE PHILIPPINES**

By:   
\_\_\_\_\_  
**EDGARDO CARLO L. VISTAN II**  
Chancellor, UP Diliman *mem*

**NATIONAL DAIRY AUTHORITY**

By:



**GABRIEL L. LAGAMAYO, DVM**  
Administrator

Signed in the presence of:

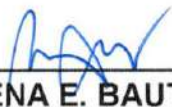
**WITNESSES**



**FLORELIZ P. AVELLANA**  
Chief, Planning, Monitoring and  
Knowledge Management Division,  
PCAF



**DR. IAN JESTER M. DE VERA, DPROF.**  
Project Director and  
Head of Research,  
UP Institute for Small-Scale Industries



**ROWENA E. BAUTISTA**  
OIC Department Manager,  
Operations Department, NDA



**MELANIE MORAGA-LEAÑO**  
Director  
UP Institute for Small-Scale Industries

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**  
**QUEZON CITY, PHILIPPINES) S.S.**

**BEFORE ME**, on this \_\_\_\_\_ day of OCT 09 2023, 2023 at  
QUEZON CITY, personally appeared the following public officials,  
namely:

**JULIETA E. OPULENCIA**, with ID No. 20-30902 issued on Oct. 2, 2020, in  
representation of **PCAF**;

**GABRIEL L. LAGAMAYO**, with ID No. 16-094 issued on  
March 2023, in representation of **NDA**;

- and -

**EDGARDO CARLO L. VISTAN II**, with ID No. N02-05-008631, in representation  
of **UP-ISSI**.




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

This instrument consisting of \_\_\_\_\_ ( ) pages including Annexes "A" and "B", and this page on which this acknowledgment is written and signed by the Parties and their instrumental witnesses, refers to a Memorandum of Agreement (MOA) executed for the purpose(s) therein set forth.

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

Doc. No. 200  
Page No. 41  
Book No. XIX  
Series of 2023.

  
**ATTY. TZEITEL CHRISTINE DG. CRUZ**  
NOTARY PUBLIC FOR AND IN QUEZON CITY  
Unit 7 Bldg. 2, Kamagong Center for Dorm, E. Jacinto St.,  
UP Diliman QC, Tel. No. (02)85463754;(02)89818500 loc. 8680  
ADM.MATTER NO. NP-001; Roll of Attorney No. 65418  
IBP Lifetime No. 017849; OR No. 009899; 6-21-2017; Pasig City  
PTR O.R. No.3716374D; 1-3-2023; Quezon City  
MCLE Compliance No.VII-0006084; November 23,2021; Pasig City  
My Commission Expires on December 31, 2023



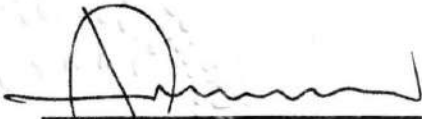





**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**

**ALLOTMENT AVAILABLE:** 4,000,000.  
**BS No.** 02-105428-2022-09-150

**FUNDS AVAILABLE:** ₱ 4,000,000  
**Control No.** 10-2022-01-043



**JOSE REDENTOR H. BESENIO**  
OIC Asst. Div. Chief and  
Chief, Budget Section



**MARIA DIVINA P. GONZALES**  
Chief, Accounting Section

*r*