

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is made and entered by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**, an attached agency of the Department of Agriculture 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 Executive Director, **NESTOR D. DOMENDEN**, hereinafter referred to as the "**PCAF**",

-- and --

The **PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC, AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT (PCAARRD)**, a sectoral council under the Department of Science and Technology (DOST) formed through the consolidation of the Philippine Council for Agriculture, Forestry and Natural Resources Research and Development (PCARRD) and the Philippine Council for Aquatic and Marine Research and Development (PCAMRD) on 22 June 2011 pursuant to Executive Order No. 366, with office address at the Paseo de Valmayor, Brgy. Timugan, Los Baños, Laguna, represented herein by its Executive Director, **DR. REYNALDO V. EBORA**, hereinafter referred to as the "**PCAARRD**".

Hereinafter, collectively referred to as Parties.

**- WITNESSETH, that -**

**WHEREAS**, the **PCAF** is strengthened to assist the Department of Agriculture (DA) in order to ensure a participatory broad-based consultation through the provision of quality services to a nationwide network of private sector-led consultative councils towards the formulation of sound policies and programs for sustained development;

**WHEREAS**, the **PCAF** is also mandated to act as Secretariat to the National Agriculture and Fisheries (NAF) Council serving as integrative and consultative structure for inter-agency collaboration in agriculture and fisheries modernization;

**WHEREAS**, the Philippine Dairy Industry, in spite its importance in the agriculture sector especially in providing nutrients to Filipino people and the many programs and projects implemented for its development, insufficiently meets the demands of the local industry;

**WHEREAS**, the milk production is at 1.3% (23.69 million liters) of the country's dairy requirement of 1.77 billion liters in 2018 and as per Philippine Statistics Authority, the total import of milk and cream products is at 2.03 billion metric tons with a value of USD 3.64 billion;

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

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

**WHEREAS**, the **PCAF** sees the need to benchmark the Philippine Dairy Industry with other Asian countries, document local and international good practices, and conduct a competitive analysis of local milk production;

**WHEREAS**, policy recommendations for action and advocacy will be formulated as part of the general objectives of the study;

**WHEREAS**, the **PCAARRD**, thru its Socio-Economic Research Division, has the capacity to conduct research on the effect of the production process, distribution, consumption, policies, and programs in an industry;

**WHEREAS**, the **PCAARRD** with proven expertise in conducting assessment studies, proposes for the conduct of a "Benchmarking the Philippine Dairy Industry Towards Greater Productivity and Competitiveness";

**WHEREAS**, the **PCAF** has the financial resources to support the conduct of the policy review proposal of **PCAARRD** as contained in **Annex "A"** and stated in Section 4 of this Memorandum of Agreement, herein referred to as **Agreement**, for brevity;

**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: "**Benchmarking the Philippine Dairy Industry Towards Greater Productivity and Competitiveness**," more particularly described in the Project Proposal attached hereto and made an integral part hereof as **Annex "A"**.

**Section 2. Obligations of the PCAARRD.**

The **PCAARRD** shall:

- a. Provide a counterpart team who shall coordinate with the **PCAF** in the implementation of various activities of the Project within the agreed timeframe;
- b. Ensure the availability of committed and highly qualified specialists to work on the project with one or more expertise(s)/specialization(s) as specified in **Annex "A"**;
- c. Synthesize and organize the expected numerous, diverse and multi-dimensional components/outputs to be able to produce a well-planned project;
- d. Conduct project meetings, briefings and workshops with intended respondents and concerned government agencies and/or stakeholders in relation to the implementation of the project;
- e. Provide necessary and adequate logistical support and arrangements as detailed in **Annex "A"** to deliver the expected outputs in a timely and efficient manner;
- f. Provide guidance on implementing key findings of the study;

*Miguel*

- g. Designate a Review Committee that will look into the outputs of the project team before they are submitted to **PCAF**;
- h. Present to **PCAF's** officials and technical personnel concerned the results of the study to solicit comments/inputs and approval;
- i. Integrate inputs/comments from **PCAF** and finalize, package and submit the final version of the study;
- j. Return to **PCAF** any unexpended balances one (1) month after the completion of the project; and
- k. Submit Project Completion Report.

### **Section 3. Obligations of the PCAF.**

The **PCAF** shall:

- a. Designate a counterpart team who shall work closely with the **PCAARRD** Project Team regarding the technical and administrative requirements of the Project;
- b. Provide assistance (e.g., coordination with and endorsement of **PCAARRD** Project Team to **PCAF** officials and staff, including DA operating units, government agencies, the private sector, local government units and other concerned agencies as needed) to the **PCAARRD** Project Team and technical resource persons/specialists during the conduct of the study;
- c. Provide the **PCAARRD** Project Team the required data, documents, existing studies and projects (including results of previous biotechnology policy studies and assessments), and other pertinent information needed for the study;
- d. Convene a panel of **PCAF** officers concerned and technical personnel for the presentation of the deliverables and consequent approval of said deliverables;
- e. Provide comments and inputs to the study and other project deliverables;
- f. Approve the project implementation plan, project framework, inception report, and the draft and final assessment reports and other deliverables by signing **PCAARRD's** Certificate of Acceptance of Project Deliverable(s) a week after the submission of the said deliverables;
- g. Approve the closure of the project upon submission and approval of all outputs under this **Agreement** and as mentioned in the attached **Annex "A"** by signing the **PCAARRD's** Certificate of Project Completion/Closure, two (2) weeks after the submission of the final deliverables; and,
- h. Ensure that the policy recommendation/s on key findings of the study is/are endorsed to concerned agencies of the DA.
- i. Ensure the immediate transfer of funds to **PCAARRD** in the amount specified in Section 4 of the **Agreement**.

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**Section 4. Statement of Consideration (Fees).**

For all the deliverables to be accomplished under this project, the project will need to run for nine (9) months with funding requirements in the amount of **Seven Million Pesos (PHP7,000,000.00)**. This amount shall be payable to the **PCAARRD** upon signing of the Memorandum of Agreement (MOA).

All the funding requirements of the study shall be charged to the said amount as detailed in the Budgetary Requirement Section of the Concept Paper.

**Section 5. 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 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 to the Expected Outputs.**

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 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 jointly owned by the **PCAF** and the **PCAARRD**, 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. However, portions of the final form of the policy review may be cited for academic and commercial purposes provided that the policy review and its authorship and ownership by **PCAF** and **PCAARRD** are properly acknowledged.

**Section 7. Liability.**

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

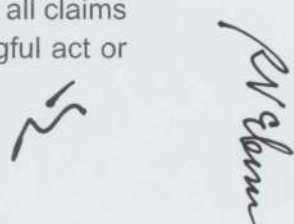
**Section 8. Liquidated Damages.**

The **PCAF** may impose Rule XXII, Section 68 of the RA 9184 Revised IRR.

**Section 9. 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 or its employees or representatives.

**Section 10. Warranties.**

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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 11. Term of the Agreement.**

This **Agreement** shall become effective upon receipt of Notice to Proceed with the Services which shall be completed by the end of nine (9) months; 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 **PCAARRD-PCAF**.

#### **Section 12. Changes**

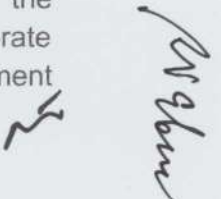
- a. Either Party shall promptly report to each other the occurrence of any event or condition which might delay or prevent the timely completion of the services embraced herein, specifying in writing the amount of time involved, the cause(s) of the delay, and its subsequent implications on the entire timetable, work schedule, and budget of the Project. Any extension of contract time shall not involve any additional cost.
- 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 both Parties.

#### **Section 13. 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 14. 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 the **PCAF** to make punctual payment of all sums due to the **PCAARRD** under the terms of this **Agreement**;
  - ii) Failure on the part of the **PCAARRD** to remedy any breach of its obligations hereunder within the fifteen (15) days following written notice from the **PCAF** specifying the breach with full particulars; or,
  - iii) 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 **PCAARRD**, the **PCAARRD** shall be entitled to payment determined on a pro-rate basis for services satisfactorily performed or delivered as well as reimbursement



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

**Section 15. 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 Chapter XIV, Book IV (Controversies Among Government Offices and Corporation) of the Administrative Code of 1987.

The venue of any legal action arising from this **Agreement** shall be brought to the proper court in Los Baños, Laguna or Quezon City.

**Section 16. 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 both Parties' respective authorized representatives.

**Section 17. 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 18. 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 representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

**Section 19. Assignment.**

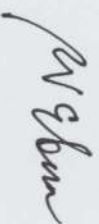
The benefit of this **Agreement** may not be assigned in whole or in part by a party without the prior written consent of the other.

**Section 20. Binding Effect.**

This **Agreement** shall be binding on the Parties and their respective successors-in-interest.

**Section 21. Authority.**

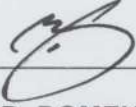
Each of the parties hereto represents and warrants that it has full power and authority to enter into and perform each obligation under this **Agreement**. All necessary actions, consents, and approval for the execution of this **Agreement** have been taken and/or obtained and constitute the legal, valid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



IN WITNESS WHEREOF, the Parties hereto have signed this Memorandum of Agreement on the 27 MAR 2023 day of \_\_\_\_\_ 2023 in QUEZON CITY.

PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES

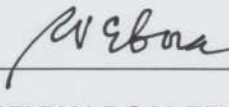
By:



**NESTOR D. DOMENDEN**  
Executive Director III

PHILIPPINE COUNCIL FOR AGRICULTURE,  
AQUATIC, AND NATURAL RESOURCES  
RESEARCH AND DEVELOPMENT

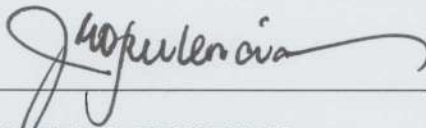
By:




**DR. REYNALDO V. EBORA** ✓  
Executive Director

Signed in the presence of:

**WITNESSES**




**JULIETA E. OPUENCIA**  
Deputy Executive Director III



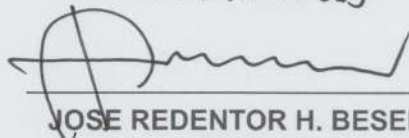
**ERNESTO O. BROWN, PhD**  
Chief Science Research Specialist, Division Director

Funds Availability 7,000,000  
11-23-23-121



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

Allotment Availability ₱ 7,000,000  
02-105428-2022-07-023



**JOSE REDENTOR H. BESENI**  
Chief, Budget Section

ACKNOWLEDGEMENT

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

BEFORE ME, on this 27 MAR 2023 day of \_\_\_\_\_, 2023 at QUEZON CITY, personally appeared the following public officials, namely:

NESTOR D. DOMENDEN, with PCAF ID No. 202202, in representation of the PCAF;

- and -

DR. REYNALDO V. EBORA, with PCAARRD ID No. S0026509A, in representation of the PCAARRD.

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 \_\_\_\_\_ ( ) pages including this page and Annex "A" on which this acknowledgement 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.

**ATTY. CONCEPCION P. VILLAREÑA**  
Notary Public for Quezon City  
Until December 31, 2023  
PTR No. 3716371 / January 3, 2023 Q.C.  
IBP No. 167803 / November 25, 2021 Q.C.  
Roll No. 30457 / 05-09-1980  
MCLE VII-0006994 / 09-21-2021  
ADM. MATTER No. NP-005 (2022-2023)  
TIN NO. 131-942-754

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Book No. XXVI  
Series of 2023.