

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** entered into this **13th day of March 2013**, by and between:

NATIONAL PRINTING OFFICE, a government instrumentality created and existing by virtue of Executive Order No. 285, with principal office address at EDSA corner NPO Road, Diliman, Quezon City, as represented by its Acting Director **EMMANUEL C. ANDAYA**, hereinafter referred to as the **NPO**;

-and-

MARITIME INDUSTRY AUTHORITY, a government agency created and existing by virtue of Presidential Decree No. 474, with principal office address at Parkview Plaza Building, Taft Avenue cor. T.M. Kalaw St., Manila, as represented by its Officer-In-Charge **ATTY. NICASIO A. CONTI**, and hereinafter referred to as the **MARINA**.

WITNESSETH:

WHEREAS, pursuant to Section 12, Executive Order No. 125, as amended, MARINA is mandated to issue and register the continuous discharge book of Filipino seafarers referred as the Seafarers Identification and Record Book (SIRB);

WHEREAS, the MARINA contracted NPO for the supply of **ONE HUNDRED THIRTY ONE THOUSAND TWO HUNDRED NINETY NINE (131,299)** booklets and Stickers of machine readable Seafarers Identification and Record Book and Stickers covering Fiscal Year (FY) 2013;

NOW THEREFORE, for and in consideration of the foregoing, the parties hereto agree to perform and abide by the following terms and conditions, to wit:

- I. COVERAGE:** The MARINA shall procure exclusively from the NPO its SIRB and Stickers requirements for the period Fiscal Year 2013 and within which the NPO shall supply and deliver to MARINA a total of 131,299 SIRB booklets with Stickers.
- II. CONSIDERATION:** The price of each SIRB booklets including stickers shall be **Three Hundred Seventy Seven Pesos (P377.00)**. MARINA shall pay the NPO all billed charges, sales invoice, billing statements or statements of account and NPO reserves the right to withhold deliveries pending MARINA's settlement of past due accounts.
- III. SPECIFICATIONS:** The NPO shall prepare the MARINA approved specifications and designs of the SIRB and stickers, which covers the following:

SEAFARERS IDENTIFICATION AND RECORD BOOK (SIRB)

SIZE: 88 MM ACROSS X 125 MM DOWN

PAPER:

HIGH SECURITY PAPER

- THE PAPER FOR THE INSIDE PAGES OF THE SIRB IS COMPOSED OF PAPER WITH 100% CELLULOSE AND GRAMMAGE OF 92 G/M²
- THE PAPER FOR THE END PAGES (INNER COVER PAGES) OF THE SIRB IS COMPOSED OF PAPER WITH 50% COTTON + 50% CELLULOSE AND GRAMMAGE OF 120 G/M²
- THE PAPER DOES NOT CONTAIN OPTICAL BRIGHTENERS (DULL, NON-FLUORESCENT)
- THE PAPER ALLOWS FOR HIGH RESOLUTION INKJET PERSONALIZATION AND SECURE BONDING CHARACTERISTICS WITH LAMINATE FOILS
- WATERMARKS ALL OVER CONSISTING OF PATTERNS OF DARK DOTS OF VARYING SIZES ON LIGHT BACKGROUNDS WHICH CREATES AN ALMOST 3D EFFECT
- INVISIBLE FIBERS IN THE PAPERS, WHICH BECOME VISIBLE IN BRIGHT COLORS IN BLUE, RED AND YELLOW WHEN EXPOSED TO ULTRAVIOLET LIGHT
- PROTECTION AGAINST CHEMICAL ERASURE

WORKINGS:

- RAINBOW PRINTING WITH INTEGRATED FLUORESCENCE
- UV INDEX. THE INNER PAGES CONTAIN AN INVISIBLE, UV FLUORESCENT PAGE NUMBER. FROM ONE PAGE TO THE NEXT THE POSITION OF THE INVISIBLE NUMBERING IS TRANSPOSED VERTICALLY BY THE HEIGHT OF ONE SQUARE. IF THE EDGE OF A CLOSED SIRB IS VIEWED UNDER UV LIGHT, A STEPPED LINE BECOMES VISIBLE WHICH CAN REVEAL SUBSTITUTED OR MISSING PAGES
- WITH UV REACTIVE MARK. THE SECURITY PRINTING INCLUDES INVISIBLE IMPRINTS WHICH BECOME VISIBLE IN BRIGHT COLORS UNDER UV LIGHT
- WITH TEXT WITH MARINA LOGO ON EACH OF THE PAGES
- LASER PERFORATED ALPHANUMERIC (1 ALPHA, 7 NUMERIC) NUMBERING OF ALL INNER PAGES (EXCEPT DATA PAGE) AND THROUGH BACK END PAGE/ BACK COVER
- SERIAL NUMBERING OF THE SIRB IN 1D BARCODE INCLUDING CLEAR TEXT NUMBERING

FINISHING:

FRONT COVER:

- MADE OF 12 PT, HIGH QUALITY, HEAT RESISTANT AND ENVIRONMENTALLY FRIENDLY, CELLULOSE BASED MATERIAL WITH ACRYLIC COATING
- TEAR PROOF
- CHEMICAL, SWEAT AND DAMP-RESISTANT

- HEAT RESISTANT
- GOLD FOIL EMBOSsing IN LUXOR/ALUFIN POLYESTER QUALITY 12M, HEAT EMBOSSED

LAMINATE

- COLD PRESSURE LAMINATE WITH HRI HOLOGRAM (MARINA LOGO)
- WITH VERY HIGH ADHESIVE STRENGTH

BINDING TECHNIQUE:

- SEWING THREAD CONSISTING OF ONE PLYS IN WHITE COLOR WHICH FLUORESCES UNDER UV LIGHT
- APPLICATION THROUGH ALL END PAGES, INNER PAGES AND DATA PAGE VISIBLE IN THE MIDDLE OF THE BOOKLET
- CHAIN STITCHING

SECURITY PRINTING PATTERNS:

- MODULATED LINE STRUCTURE OR TRADITIONAL RELIEF/ GUILLOCHE DESIGN
- RAINBOW PRINTING
- MICROLETTERING / MICROTTEXT
- DELIBERATE ERROR
- ANTI-COPY, MOIRE EFFECT ON VISA PAGES

ONLINE VERIFICATION OF SEAFARER'S IDENTIFICATION BIOGRAPHICAL DATA PAGE:

- **ENTIRE CONTENTS OF THE SIRB BIOGRAPHICAL DATA PAGE IS VIEWABLE AND VERIFIABLE ONLINE**
- A 3D (OVERT) SYMBOLOGY IS AFFIXED TO THE BIOGRAPHICAL DATA PAGE
- THE 3D SYMBOLOGY MUST BE **IRREPRODUCIBLE:** RANDOM AND UNIQUE IN LOCATION, SIZE, SHAPE AND THICKNESS
- THE 3D SYMBOLOGY IS UNIQUELY ASSOCIATED TO AND USED IN CONJUNCTION WITH A SERIALIZED REFERENCE NUMBER AND QR CODE FOR ONLINE AUTHENTICATION AND VERIFICATION OF THE ENTIRE CONTENTS OF THE DATA PAGE USING PROPRIETARY ALGORITHMS
- THE 3D SYMBOLOGY MUST ALLOW FIRST LEVEL OF VISUAL COHERENCE VERIFICATION AND A PROFESSIONAL/ FORENSIC SECOND LEVEL OF AUTHENTICATION USING A READER

- THE FIRST LEVEL OF VERIFICATION CAN BE DONE ONLINE USING AN INTERNET CONNECTED DEVICE SUCH AS A COMPUTER OR SMART PHONE
- THE SECOND LEVEL OF AUTHENTICATION USING A READER WILL VERIFY THE VALIDITY OF THE SYMBOLOGY AGAINST THE SERIALIZED REFERENCE BY ANALYZING ITS UNIQUELY RANDOM PROPERTIES

PACKAGING:

PACKED IN CORRUGATED BOXES

SIRB STICKERS

SPECIFICATION OF STICKERS:

SIZE: 4" DOWN (1/2" MARGIN + 3" STICKER + 1/2" MARGIN
X 8" ACROSS)
(3" STUB + 4.625" STICKER + 0.375" MARGIN)

PAPER:

- THE PAPER OF THE SIRB STICKERS IS COMPOSED OF PAPER WITH 100% CELLULOSE AND A GRAMMAGE OF 70 G/M²
- THERE IS AN EXTRA STRONG ADHESIVE ON THE BACK OF THE SIRB STICKER COVERED BY SILICONE RELEASE PAPER THE TOTAL WEIGHT HAS A GRAMMAGE OF 177 G/M² +/- 10 G/M²
- THE PAPER DOES NOT CONTAIN OPTICAL BRIGHTNERS (DULL, NON-FLUORESCENT)
- THE PAPER ALLOWS FOR HIGH-RESOLUTION INKJET PERSONALIZATION
- INVISIBLE FIBERS IN THE PAPER
- PROTECTION AGAINST CHEMICAL ERASURE
- SECURITY SLITS THAT GUARD AGAINST UNAUTHORIZED REMOVAL FROM THE SIRB. CAUSES DAMAGE TO OR DESTRUCTION OF THE STICKER

SECURITY PRINTING FEATURES:

- MODULATED LINE STRUCTURE OR TRADITIONAL RELIEF/ GUILLOCHE DESIGN
- DESIGN WILL BE PRINTED IN PERFECT REGISTER
- MICROLETTERING
- DELIBERATE ERROR

WORKINGS: WITH RAINBOW EFFECT AND UV PRINTING

NUMBERING:

- SERIAL NUMBERING OF THE SIRB STICKER IN CLEAR TEXT FORM FONT COLOR BLACK

The foregoing specifications and designs shall constitute an integral part of this agreement.

IV. UNDERTAKINGS OF THE PARTIES

1. NPO

- a) Deliver to MARINA the **first 25 % of the 131,299 new SIRB booklets with symbology and stickers on 18 March 2013 and the succeeding 25 % to be delivered end of May, July and September 2013**, respectively, pursuant to the MARINA approved Terms of Reference for the procurement of SIRB for FY 2013;
- b) Deliver the SIRB booklets and stickers in a corrugated boxes;
- c) To replace any defective SIRB booklets and stickers within seven (7) days upon receipt of the notification of defect, with the same quality and specifications at no cost to the MARINA;
- d) Pursuant to Section 62 of the Revised IRR of RA 9184, to undertake a warranty security in an amount equivalent to ten (10%) percent of every progress payment, for a minimum period of three (3) months or after consumption of the SIRB booklets and stickers, in order to assure that manufacturing defects shall be corrected and that on time delivery shall be effected. The said amounts shall only be released after the lapse of the warranty period. Provided, however, that the SIRB booklets and stickers delivered are free from patent and latent defects and all the conditions imposed under this agreement have been fully met;
- e) To guarantee the faithful performance of its obligations by posting a performance bond in favor of MARINA, prior to the signing of this Agreement, which shall be forfeited in the event of default in any of its obligations;
- f) Reimburse the MARINA for any cost of litigation, arbitration or other adversarial proceedings, including attorney's fees, as well as any damages that the MARINA may incur in connection with, or in relation to the execution of this Agreement or the performance of its obligations thereunder;

2. MARINA

- a) Pay the billed charges, sales invoice, billing statement of account, wherein NPO reserves the right to withhold deliveries pending MARINA's settlement of past due accounts;
- b) Warrant to the NPO that it has the requisite authority to enter into this Agreement, and is free and clear from any legal responsibility to any person, whether judicial or natural, to engage the services of the NPO for the supply and delivery of the SIRB and stickers for FY 2013;

- c) Reimburse the NPO for any cost of litigation, arbitration or other adversarial proceedings, including attorney's fees, as well as any damages that the NPO may incur in connection with, or in relation to the execution of this Agreement or the performance of its obligations thereunder.

V. MODIFICATION: Any changes, adjustments, modifications, if there is any in the delivery schedule of the SIRB booklets and stickers shall be mutually agreed upon by the Parties at least fifteen (15) days prior to the scheduled delivery.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this _____ day of _____ 2013, in Manila, Philippines.

EMMANUEL C. ANDAYA
Acting Director
National Printing Officer

ATTY. NICASIO A. CONTI
Officer-In-Charge
Maritime Industry Authority

SIGNED IN THE PRESENCE OF:

A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

BEFORE ME, a Notary Public, for and in the City of Manila, personally came and appeared:

	CTC No.	Date Issued	Place Issued
1. EMMANUEL C. ANDAYA	_____	_____	_____
2. ATTY. NICASIO A. CONTI	_____	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and of the corporation/agency they each represent.

This instrument pertain to a Memorandum of Agreement for the supply of Seafarers Identification and Record Book (SIRB) and Stickers and consists of six (6) pages including this page where the acknowledgment is written, signed by the herein parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place abovementioned.

DOC. NO. _____;
PAGE NO. _____;
BOOK NO. _____;
SERIES OF 2012