

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** entered into this **8th day of August 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 Administrator **MAXIMO Q MEJIA JR, PhD**, and hereinafter referred to as the **MARINA**.

WITNESSETH:

WHEREAS, the MARINA sought the assistance of NPO for the supply of **TWO HUNDRED HUNDRED THOUSAND (200,000)** pieces of Customized Certificates for Standard of Training, Certification and Watchkeeping (STCW) covering Fiscal Year (FY) 2013;

WHEREAS, pursuant to Executive Order No. 75, dated April 30, 2012, MARINA is mandated to issue and register the continuous discharge of Filipino seafarers referred as the Standard of Training, Certification and Watchkeeping (STCW);

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 Customized Certificates for STCW requirements for the period Fiscal Year 2013 and within which the NPO shall supply and deliver to MARINA a total of Two Hundred Thousand (200,000) pieces.

II. CONSIDERATION: The price of each Customized Certificates for STCW shall be **Forty Pesos (P40.00)**. 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 Customized Certificates of STCW, which covers the following:

CUSTOMIZED CERTIFICATES FOR STCW

Size:	A4 Cut Sheet
Materials:	CBS1 150gsm Watermarked Paper
Inks :	Black, Blue match for border
Security Inks:	Blue Numismatic Solvent Sensitive Background, Micro-Numismatic invisible UV+Aqua Marine UV
Numbering:	Stealth Numbering and Stealth Line/Printing for Personalization by MARINA
Add'l. Features:	Security guilloche design, Customized Micronumismatic UV, Customized numismatic design

24/7 ON-LINE VERIFICATION OF THE MARINA STCW CERTIFICATE

- A 3D overt symbology is affixed to the MARINA STCW CERTIFICATE making the ENTIRE contents of the MARINA STCW Certificate viewable and verifiable on-line
- The symbology must be irreproducible, random and unique
- The 3D symbology must be uniquely associated to and used in conjunction with a serialized reference number and QR code for online verification and authentication of the ENTIRE contents of them certificate using propriety 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

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

IV. UNDERTAKINGS OF THE PARTIES

1. NPO

- a. To deliver the Customized Certificates for STCW for FY 2013 the **first 25 % of the 200,000 Certificate of Proficiency with symbology on**

14 August 2013 and the succeeding 25 % to be delivered first of September, October and November 2013, respectively.

- b. Deliver the Customized Certificates of STCW in a corrugated boxes;
- c. Issue to MARINA the corresponding sales invoice, billing statement or statement of account for every delivery;
- d. To replace any defective Customized Certificates for STCW within seven (7) days upon receipt of the notification of defect, with the same quality and specifications at no cost to the MARINA;
- e. Pursuant to Section 62 of the Revised IRR of RA 9184, to undertake a warranty 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 Customized Certificates for STCW, in order to assure that manufacturing defects shall be corrected and that on time delivery shall be effected.
- f. 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;
- g. 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 Customized Certificates for STCW 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 deliveries of Customized Certificates for STCW 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 _____, in Manila, Philippines.

EMMANUEL C. ANDAYA
Acting Director
National Printing Officer

MAXIMO Q MEJIA JR, PhD
Administrator
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:

	Govt. ID No.	Date Issued	Place Issued
1. MAXIMO Q MEJIA JR, PhD	_____	_____	_____
2. EMMANUEL C. ANDAYA	_____	_____	_____

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 Customized Certificates for STCW and consists of ___ (__) 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 2013