

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** entered into this _____ day of _____, 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 NIA North Road, Diliman, Quezon City, as represented by its Director **FRANCISCO V. VALES, JR.**, 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 20th Street corner A. Bonifacio Drive, Port Area, Manila, as represented by its Administrator, **VADM ROBERT A EMPEDRAD AFP (Ret)** and hereinafter referred to as the **MARINA**.

WITNESSETH:

WHEREAS, the **MARINA** sought the assistance of **NPO** for the printing and delivery of six hundred thousand (600,000) pieces blank security paper for issuance of **STCWO's** Certificate of Proficiency (**COP**), Certificate of Competency (**COC**) and Certificate of Endorsement (**COE**);

WHEREAS, **NPO** is willing and able to print and deliver six hundred thousand (600,000) pieces blank security paper for issuance of **STCWO's** **COP/COC/COE**;

WHEREAS, the procurement of six hundred thousand (600,000) pieces blank security paper is compliant with the Implementing Rules and Regulations of Republic Act (RA) 9184 or the Government Procurement Reform Act;

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** the six hundred thousand (600,000) pieces blank security paper for issuance of **STCWO's** **COP/COC/COE** amounting to Twenty Million One Hundred Thousand Pesos (Php20,100,000.00);
- II. **CONSIDERATION:** The total price of blank security paper for **MARINA** shall amount to Twenty Million One Hundred Thousand Pesos (Php20,100,000.00);
- III. **MARINA** shall pay the **NPO** all billed charges, sales invoices, billing statements or statements of account.


FRANCISCO V. VALES, JR.
Director IV


CHERYL F. BABAGO, RN, MPA
Acting Chief PPCD


VADM ROBERT A EMPEDRAD AFP (Ret)
Administrator


EDEN Z. EVANGELISTA
Accountant IV



IV. SPECIFICATIONS OF DELIVERABLES:

SIZE	8 3/4" X 8 1/2"
MATERIALS	IMPORTED CBS1 SECURITY PAPER
NUMBERING	PRE-NUMBERED, IN THE LEFT LOWER SIDE OF THE PAPER, CLEAR TEXT FORM FONT COLOR BLACK TO INCLUDE THE FORMAT OF THE SERIAL NUMBER (SN), e.g. SN 99999999.
SECURITY FEATURES	FOUR (4) COLORS-RED/YELLOW/BLUE/BLACK, WITH ULTRA VIOLET (GREEN), INVISIBLE PLANCHETTES AND MICROPRINT (LINE FOR THE ADMINISTRATOR SIGNATURE), MARINA LOGO WATERMARK (ULTRA VIOLET), ZIGZAG WATERMARK AND SINGLE PLY

V. UNDERTAKINGS OF THE PARTIES

A. NPO

To print and deliver the blank security papers for issuance of STCWO's COP/COC/COE pursuant to the following approved schedule:

DELIVERY	DATES
1 st delivery- (50%)	15 calendar days from receipt of the Notice to Proceed
2 nd delivery- (25%)	15 calendar days after 1 st delivery
3 rd delivery- (25%)	15 calendar days after 2 nd delivery


CHERYL F. BABAGO, RN, MPA
 Acting Chief PPCD


FRANCISCO A. VALES, JR.
 Director IV

1. In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed;
2. Deliver the blank security papers in wrapped parcels;
3. Issue to MARINA the corresponding sales invoices, billing statements or statements of account for every delivery;
4. To replace any defective blank security paper for the MARINA within seven (7) days upon receipt of the notification of defect, with the same quality and specifications at no cost to the MARINA;
5. Pursuant to Section 62 of the Revised IRR of RA 9184, to undertake a warranty in an amount equivalent to one percent (1%) of every progress payment, for a minimum period of three (3) months or after consumption of the blank security papers 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 blank security papers delivered are free from patent and latent defects and all the conditions imposed under this agreement have been fully met.


VADM ROBERT A EMPEDRAD AFP (Ret)
 Administrator


EDEN Z. EVANGELISTA
 Accountant IV



B. MARINA

1. Pay the billed charges, sales invoices, billing statements of account within fifteen (15) days upon issuance of inspection and acceptance report;
2. 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 printing and delivery of blank security papers for issuance of STCWO's COP/COCC/COE.

VI. STANDARD ARBITRATION CLAUSE. Any controversy of claim arising out of or relating to this agreement or the breach thereof, that cannot be acceptably negotiated by both parties shall be settled by arbitration in accordance with the rules of the "Alternative Dispute Resolution Act of 2004". Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

VII. DATA PRIVACY. The parties shall abide by and comply with the requirements and procedures on collection, processing and handling of Personal Data, if there is any, specifically enumerated under Republic Act 10173, otherwise known as the Data Privacy Act of 2012.

VIII. VENUE OF ACTION. In case of litigation arising from or in connection with the contract, the parties agree that the venue of action shall be at the proper court in the City of Manila only.

IX. MODIFICATION: Any changes, adjustments, modifications, if there is any in the delivery schedule of Blank Security Papers shall be mutually agreed upon by the Parties at least fifteen (15) days prior to the scheduled delivery.

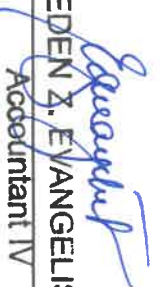
IN WITNESS THEREOF, we have hereunto set our hands this _____ day of _____ at Manila, Philippines.


FRANCISCO V. VALES, JR.
Director
National Printing Office


VADM ROBERT A EMPEDRAD AFP (Ret)
Administrator
Maritime Industry Authority

SIGNED IN THE PRESENCE OF:


CHERYL F. BABADO, RN, MPA
Acting Chief PPCD


EDEN Z. EVANGELISTA
Accountant IV

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public, for and in the QUEZON CITY, personally came and appeared:

- 1. FRANCISCO V. VALES, JR. _____
- 2. VADM ROBERT A EMPEDRAD AFP (Ret) _____

FRANCISCO VALES, JR.
Director IV

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 printing and delivery of blank security papers and consists of four (4) 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 19 AUG 2020 at QUEZON CITY

CHERYL F. BABAGO, RN, MPA
Acting Chief PPCD

Concepcion P. Villarena
ATTY. CONCEPCION P. VILLARENA
Notary Public for Quezon City
Until December 31, 2021
PTR No. 9296041 - 1-2-2020/QC
IBP No. 093578 - 10-22-2019/QC
Roll No. 30457 - 05-09-80
MCLE VI - 0030379
Adm. Matter No. NP-001(2020-2021)
TIN No. 131-942-754

DOC. NO. 184
PAGE NO. 37
BOOK NO. 53
SERIES OF 2020

Robert A. Empedrad
VADM ROBERT A EMPEDRAD AFP (Ret)
Administrator

Eden Z. Evangelista
EDEN Z. EVANGELISTA
ACCOUNTANT IV