

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 blank security paper for issuance of various certificates and **CPC**;

WHEREAS, **NPO** is willing and able to print and deliver printing and delivery of blank security paper for issuance of various certificates and **CPC**;

WHEREAS, the printing and delivery of blank security paper for issuance of various certificates and **CPC** 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 printing and delivery of blank security paper for issuance of various certificates and **CPC** amounting to Five Million Nine Hundred Thirty-One Thousand Nine Hundred Seventy-Six Pesos and 50/100 (P5,931,976.50);
- II. **CONSIDERATION**: The total price of blank security paper for **MARINA** shall amount to Five Million Nine Hundred Thirty-One Thousand Nine Hundred Seventy-Six Pesos and 50/100 (P5,931,976.50);
- III. **MARINA** shall pay the **NPO** all billed charges, sales invoices, billing statements or statements of account.

FRANCISCO V. VALES, JR.
Director IV

CHERYL E. BABAGO, RN, MPA
Acting Chief PPCD

VADM ROBERT A EMPEDRAD AFP (Ret)
Administrator

EDEN Z. EVANGELISTA
OIC-Accounting Division, MFAS

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.

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 paper for issuance of various certificates and CPC.

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.

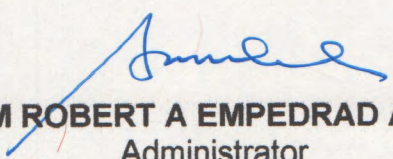
VII. DATA PRIVACY. The parties shall abide by and comply with the requirements and procedures on collection, processing and handling of Personal Data, if there is any, specifically enumerated under Republic Act 10173, otherwise known as the Data Privacy Act of 2012.

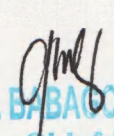
VIII. VENUE OF ACTION. In case of litigation arising from or in connection with the contract, the parties agree that the venue of action shall be at the proper court in the City of Manila only.

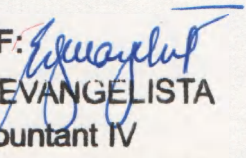
IX. MODIFICATION: Any changes, adjustments, modifications, if there is any in the delivery schedule of blank security papers shall be mutually agreed upon by the Parties at least fifteen (15) days prior to the scheduled delivery.

IN WITNESS THEREOF, we have hereunto set our hands this 19 NOV 2020 day of _____ at Manila, Philippines.


FRANCISCO V. VALES, JR.
Director
National Printing Office


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


CHERYL F. BABADO, RN, MPA
Acting Chief PPCD

SIGNED IN THE PRESENCE OF:

EDEN Z. EVANGELISTA
Accountant IV

IV. SPECIFICATIONS OF DELIVERABLES:

A. BLANK SECURITY PAPER FOR ISSUANCE OF VARIOUS CERTIFICATES (NO PREFIX) = 1,587 PADS

Size	8 1/2 inch x 13 inch (Folio)
Materials	Imported CBS1 Security Paper
Numbering	Pre-numbered, in the lower right side of the paper, clear text form, font color black
Paper Color	White
Others	Rainbow Colors with ultra violet (yellow), watermark, planchettes visible and invisible
	Two (2) ply

B. BLANK SECURITY PAPER FOR ISSUANCE OF CPC (WITH PREFIX) = 73 PADS

Size	8 1/2 inch x 13 inch (Folio)
Materials	Imported CBS1 Security Paper
Numbering	Pre-numbered, in the lower right side of the paper, clear text form, font color black
Paper Color	White
Others	Rainbow Colors with ultra violet (yellow), watermark, planchettes visible and invisible
	Three (3) ply

V. UNDERTAKINGS OF THE PARTIES

A. NPO

1. To print and deliver the blank security papers for issuance of various certificates and CPC pursuant to the following approved schedule:

DELIVERY	DATE
Full delivery	Within 30 days from receipt of the Notice to Proceed

2. 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;
3. Deliver the blank security papers in wrapped parcels;
4. Issue to MARINA the corresponding sales invoices, billing statements or statements of account for every delivery;
5. 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;
6. 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

FRANCISCO V. VALES, JR.
Director IV

CHERYL P. BARRAGO, RN, MPA
Acting Chief PPCD

VADM ROBERT A. EMPEDRAD AFP (Ret)
Administrator

EDEN Z. EVANGELISTA
OIC Accounting Division, MFAS

ACKNOWLEDGEMENT

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:

1. FRANCISCO V. VALES, JR. _____

2. VADM ROBERT A EMPEDRAD AFP (Ret) _____

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 five (5) 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 NOV 2020 at _____

DOC. NO. 307 ;
PAGE NO. 62 ;
BOOK NO. 63 ;
SERIES OF 1010

ATTY. JOHN EDWARD T. ANG

Notary Public for City of Manila

Notarial Commission No. 2020-833 Until 12/31/2021 Manila

2/F Midland Plaza Hotel, 7th Floor, 7th Floor

IBP No. 101538 Issued on Jan. 6, 2020 Manila

PTB No. 9115583 Issued on Dec. 27, 2019 Until Dec. 31, 2020 Manila

ROLL No. 68731 Issued on May 29, 2017

MCLE No. VI-0017186 Issued on Jan. 24, 2019 Valid until April 14, 2022

CHERYL F. BABAGO, RN, MPA
Acting Chief PPCB

VADM ROBERT A EMPEDRAD AFP (Ret)
Administrator

EDENZ. EVANGELISTA
OIC-Accounting Division, MFAS