

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

DEC 29 2021

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 IV **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 A. Bonifacio Drive corner 20<sup>th</sup> Street, 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 Sixty-Eight Thousand Five Hundred (68,500) pieces blank certificate forms for Certificate of Competency (COC) And Certificate of Proficiency (COP) for the STCW Office;

**WHEREAS**, NPO is willing and able to print and deliver Sixty-Eight Thousand Five Hundred (68,500) pieces blank certificate forms for Certificate of Competency (COC) And Certificate of Proficiency (COP) for the STCW Office:

**WHEREAS**, the Procurement of blank certificate forms for Certificate of Competency (COC) And Certificate of Proficiency (COP) for the STCW Office 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 print and deliver blank certificate forms for Certificate of Competency (COC) And Certificate of Proficiency (COP) for the STCW Office amounting to **Two Million Four Hundred Eighty-Six Thousand Five Hundred Fifty Pesos (P2,486,550.00)**.
- II. **CONSIDERATION:** The total price of Blank Security Papers for MARINA shall amount to **Two Million Four Hundred Eighty-Six Thousand Five Hundred Fifty Pesos (P2,486,550.00)**. MARINA shall pay the NPO all billed charges, sales invoice, billing statements or statements of account.
- III. **SPECIFICATIONS:** The NPO shall prepare the MARINA approved specifications and designs of the Blank Certificate Forms under the following terms and specifications:



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**SPECIFICATION OF BLANK CERTIFICATE FORMS FOR CERTIFICATE OF COMPETENCY (COC) AND CERTIFICATE OF PROFICIENCY (COP) FOR THE STCW OFFICE**

Size	11-3/4"X8-1/2"
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)
Security Features	Four (4) Colors-Red/Yellow/Blue/Black, with ultra violet (Green), invisible planchettes, and microprint, MARINA logo watermark (ultraviolet) zigzag watermark and single ply

IV. **UNDERTAKINGS OF THE PARTIES**

A. **NPO**

1. To print and deliver the of Sixty-Eight Thousand Five Hundred (68,500) pieces blank certificate forms for Certificate of Competency (COC) and Certificate of Proficiency (COP) for the STCW Office:
  - a. Blank certificate forms for Certificate of Competency (COC) And Certificate of Proficiency (COP) for the STCW Office on the following delivery schedule period pursuant to the MARINA approved Terms of Reference:

**PERIODS OF DELIVERY**

Delivery	Dates
Full delivery	20 working days from receipt of the Notice to Proceed

- b. 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;
    - c. Deliver the Sixty-Eight Thousand Five Hundred (68,500) pieces Blank Certificate Forms for Certificate of Competency (COC) And Certificate of Proficiency (COP) for the STCW Office, as scheduled above, in wrapped parcels;
    - d. Issue to MARINA the corresponding sales invoice, billing statement or statement of account for every delivery;



- e. To replace any defective Blank Certificate Forms 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;
- f. Pursuant to Section 62 of the Revised IRR of RA 9184, to undertake a warranty in an amount equivalent to onepercent (1%) of every progress payment, for a minimum period of three (3) months or after consumption of the Blank Certificate Forms for Certificate of Competency (COC) And Certificate of Proficiency (COP) for the STCW Office, 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 Certificate Forms delivered are free from patent and latent defects and all the conditions imposed under this agreement have been fully met;
- 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.

#### B. MARINA

- a. Pay the billed charges, sales invoice, billing statement of account within fifteen (15) days upon issuance of inspection and acceptance report;
- 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 printing and delivery of Blank Certificate Forms for Certificate of Competency (COC) And Certificate of Proficiency (COP) for the STCW Office;

V. **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". Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

VI. **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.

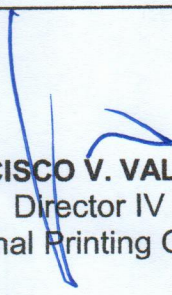
VII. **VENUE OF ACTION.** In case of litigation arising from or in connection with the contract, the parties agree that the venue of action shall be at the proper court in the City of Manila only.

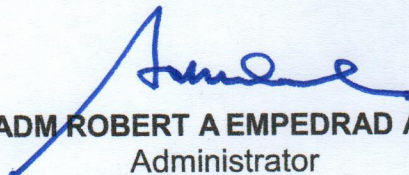
VIII. **MODIFICATION.** Any changes, adjustments, modifications, if there is any in the delivery schedule of Blank Security Papers shall be mutually agreed upon by the Parties at least fifteen (15) days prior to the scheduled delivery.




DEC 29 2021

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

  
FRANCISCO V. VALES, JR.  
Director IV  
National Printing Office

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

SIGNED IN THE PRESENCE OF:

  
CHERYL F. BABAGORN, MPA  
Chief, PFCD

  
VADM RENE V MEDINA AFP (Ret)



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 DEC 29 2021 at

DOC. NO. 520  
PAGE NO. 105  
BOOK NO. 32  
SERIES OF 704

ATTY. GLADYS KAYE L. CHUA

NOTARY PUBLIC FOR MANDALUYONG CITY  
APP. NO. 000000 UNTIL 2021

OF ATTY NO. 66695  
PTR No. 4578415 JANUARY 4, 2024 / MANDALUYONG CITY  
LIFETIME IBP NO 000000 JULY 04, 2018 - ZAMBASULTA CHAPTER  
MCLE COMPLIANCE VI-0000002/APRIL 14, 2022  
3000 SHAW BLVD, BRG. MAGDAN BAYO LIBIS  
MANDALUYONG CITY, METRO MANILA