

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** (the "Agreement") made and executed this 29th day of December 2022 at the University of the Philippines in Diliman, Quezon City, by and between:

MARITIME INDUSTRY AUTHORITY, an agency of the Republic of the Philippines primarily responsible for the development, promotion and regulation of the maritime industry in the country and with office address at MARINA Building, Bonifacio Drive corner 20th Street, Port Area, Manila, and represented herein by its **Administrator, HERNANI N. FABIA**, hereinafter referred to as "**MARINA**";

-and-

UNIVERSITY OF THE PHILIPPINES, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008," through its constituent university at Diliman, with office address at Quezon Hall, UP Campus, Diliman, Quezon City, 1101, represented herein by its **Chancellor, DR. FIDEL R. NEMENZO**, hereinafter referred to as "**UNIVERSITY**".

WITNESSETH: THAT –

WHEREAS, MARINA was created pursuant to Presidential Decree No. 474 (the Maritime Industry Decree of 1974). Following P.D. No. 474, MARINA has built on its mandates with the enactment of several laws and executive issuances such as Executive Order No. 1011 (1985), Executive Order No. 125/125-A (1987), Republic Act No. 9295 (2004), R.A. No. 7471 and R.A. No. 9301 and R.A. No. 10635 (2014);

WHEREAS, it has been 48 years since P.D. No. 474 was enacted and it has not been revised and is now outdated and inadequate to address the present demands of the maritime industry;



WHEREAS, MARINA is in need of assistance in drafting a comprehensive law that will integrate all laws that pertain to the functions of their office;

WHEREAS, the UNIVERSITY, through its UP Law Center, is mandated by law to undertake projects of this nature, and has the experience, expertise and trained personnel to undertake this kind of work;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as follows:

1. This **Agreement** shall cover the drafting of a Comprehensive Maritime Industry Bill (hereinafter referred to as the "**PROJECT**").
2. The **UNIVERSITY** through the UP Law Center undertakes to:
 - a) Research and consolidate materials relevant to the regulation of the maritime industry to which **MARINA** was granted the mandate to regulate, including but not limited to pertinent state laws and provisions as well as administrative issuances, rules and regulations within the ambit of the regulatory powers of **MARINA** issued by **MARINA** up to June 2022;
 - b) After this consolidation has been performed, to arrange/codify the pertinent administrative issuances and conduct an analysis of these issuances to determine whether there are any contradictory, redundant or obsolete issuances;
 - c) Assist in the conduct of consultative dialogues with relevant stakeholders;
 - d) Draft a comprehensive maritime industry bill;
 - e) Conduct monthly meetings with **MARINA** to track the progress of the **PROJECT** and to discuss matters and issues that may arise.
3. The **PROJECT** shall be for a total period of **SIX (6) MONTHS** beginning December 2022 to May 2023, which shall be divided into two phases, to wit:

PHASE 1. Research and Draft Bill	3 months
PHASE 2. Final Draft of Bill	3 months



This provision on the project period is without prejudice to the subsequent agreement between the parties for a reasonable extension of the same at no cost to either party.

4. **MARINA** undertakes to provide relevant expert information to be supplied by resource persons designated by it, as may be necessary for the **UNIVERSITY** to prepare the comprehensive maritime industry bill.

5. The **PROJECT** shall be a continuing collaboration between the **UNIVERSITY** and **MARINA**, as may be deemed necessary by both parties.

6. The project output shall be owned by the **MARINA**. The **MARINA** shall acknowledge the participation of the **UNIVERSITY** in the drafting and finalization of the project output in any and all publication of the same.

7. In consideration of the above scope of works, the **MARINA** shall transfer the total amount of **ONE MILLION TWO HUNDRED FORTY THOUSAND PESOS (PHP 1,240,000.00)** to the **UNIVERSITY** in accordance with the Proposed Budget hereto attached as **Annex "A"**. This amount is inclusive of the 10% administrative cost per existing **UNIVERSITY** policy on externally-funded research projects, which shall be made to the University of the Philippines Trust Account per COA Circular No. 94-013 dated December 13, 1994. Payment shall be made based on the following schedule:

7.1 Payment for Phase 1 shall be the amount of **SIX HUNDRED TWENTY THOUSAND PESOS (PHP 620,000.00)** which shall be paid upon signing hereof; and

7.2 Payment for Phase 2 shall be the amount of **SIX HUNDRED TWENTY THOUSAND PESOS (PHP 620,000.00)** which shall be paid upon submission of the Draft Bill.

8. The **UNIVERSITY** shall pay for all other expenses incurred in the **PROJECT** from the funding deposited by **MARINA** to the **UNIVERSITY**'s account until the same has been exhausted.

9. Each of the Parties represents to the other party that this **Agreement** constitutes its legal, valid and binding obligation enforceable in accordance with the terms thereof.



IN WITNESS WHEREOF, the parties have hereunto set their respective signatories this 29th day of DECEMBER 2022, at Quezon City, Philippines.

**MARITIME INDUSTRY
AUTHORITY**

**UNIVERSITY OF THE
PHILIPPINES**

By:

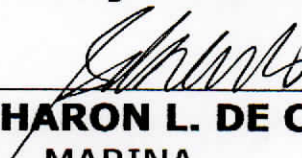
By:


ATTY. HERNANI N. FABIA
Administrator


DR. FIDEL R. NEMENZO
Chancellor *mesw*

WITNESSES:


DEAN EDGARDO CARLO L. VISTAN II
UP College of Law


**DIRECTOR SHARON L. DE CHAVEZ-ALEDO
MARINA**

ACKNOWLEDGMENT

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

BEFORE ME, a notary public for and in the above jurisdiction, personally appeared the following who produced the indicated identification documents:

MAR 15 2023


NAME	GOVERNMENT ISSUED ID	DATE OF ISSUE/EXPIRATION
HERNANI N. FABIA	MARINA ID # 10001	JULY 2022
FIDEL R. NEMENZO	UP ID NUMBER 141089153	

both known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed, as well as the institutions they represent.

This instrument consisting of five (5) pages, including this page refers to a **MEMORANDUM OF AGREEMENT** written and signed by the parties and their instrumental witness on each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place above written.

Doc. No.: 731 ;
 Page No.: 10 ;
 Book No.: 100 ;
 Series of 2022: WV


ATTY. ROBELIO J. BOLIVAR
 NOTARY PUBLIC IN QUEZON CITY
 Commission No. Adm. Matter No. NP 158(2023-2024)
 IBP O.R. No. 180815 MD 2023 & IBP O.R. No. 180816 2024
 PTR O.R. No. 3916669D 1/03/2023 Roll No. 33832 / TIN# 129-871-009-000
 MCLE EXTENTION APRIL 15, 2022 UP TO APRIL 14, 2023 AS PER S.C. EN BANG B.M. NO. 850
 (Address: 31-F Harvard St., Cubao, Q.C.)

ANNEX "A"

PROPOSED BUDGET

PHASE 1 - DECEMBER 2022 – FEBRUARY 2023

TOTAL PROJECT COST DUE TO UP LAW CENTER	P620,000.00
(Phase 1)	
1. PERSONAL SERVICES (PS)	
A. STEERING COMMITTEE	P150,000.00
B. WORKING COMMITTEE	P200,000.00
C. ADMINISTRATIVE & SUPPORT STAFF	<u>P100,000.00</u>
SUB-TOTAL	P450,000.00
2. MAINTENANCE & OTHER OPERATING EXPENSES (MOOE)	
Representation Expenses	P 50,000.00
Transportation and Communication Expenses	P 15,000.00

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Printing and Photocopying Expenses	P 15,000.00
Supplies/materials	P 15,000.00
Contingencies	<u>P 13,000.00</u>
SUB-TOTAL	P108,000.00
<i>Add: 10% Administrative Cost due to UP</i>	P 62,000.00
TOTAL COST	<u>P620,000.00</u> =====

PHASE 2 – MARCH - MAY 2023

TOTAL PROJECT COST DUE TO UP LAW CENTER (Phase 2)	P620,000.00
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3. PERSONAL SERVICES (PS)	
D. STEERING COMMITTEE	P150,000.00
E. WORKING COMMITTEE	P200,000.00
F. ADMINISTRATIVE & SUPPORT STAFF	<u>P100,000.00</u>

SUB-TOTAL	P450,000.00
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4. MAINTENANCE & OTHER OPERATING EXPENSES (MOOE)	
Representation Expenses	P 20,000.00
Supplies/materials	P 5,000.00
Public/Stakeholder Consultation	<u>P 83,000.00</u>

SUB-TOTAL	P108,000.00
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<i>Add: 10% Administrative Cost due to UP</i>	P 62,000.00
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TOTAL COST	<u>P620,000.00</u> =====
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TOTAL PROJECT COST DUE TO UP LAW CENTER (Phase 1 & 2)	P1,240,000.00
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