

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**, an attached agency of the Department of Agriculture, established on 26 June 2013 through Executive Order 366, with office address at the Department of Agriculture Building, Elliptical Road, Diliman, Quezon City, represented herein by its OIC-Executive Director, **JULIETA E. OPULENCIA**, hereinafter referred to as the "PCAF",

- and -

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY - PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT** a sectoral council under the Department of Science and Technology (DOST) formed on 22 June 2011 pursuant to Executive Order No. 366, with office address at Los Baños, Laguna, represented herein by its Executive Director, **DR. REYNALDO V. EBORA**, hereinafter referred to as the "**DOST-PCAARRD**".

Hereinafter, collectively referred to as Parties.

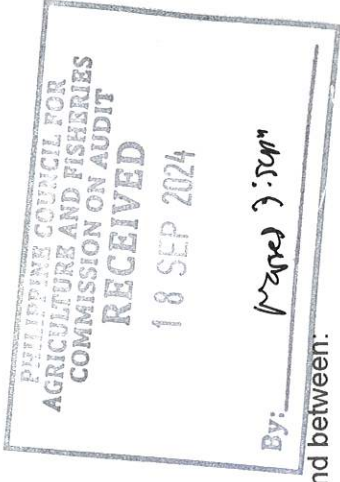
- WITNESSETH, that -

**WHEREAS**, the **PCAF** is strengthened to assist the Department of Agriculture (DA) in order to ensure a participatory broad-based consultation through the provision of quality services to a nationwide network of private sector-led consultative councils towards the formulation of sound policies and programs for sustained development;

**WHEREAS**, the **PCAF** is also mandated to act as Secretariat to the National Agriculture and Fisheries (NAF) Council serving as integrative and consultative structure for inter-agency collaboration in agriculture and fisheries modernization;

**WHEREAS**, the Philippine Dairy Industry, in spite its importance in the agriculture sector especially in providing nutrients to the Filipino people and the many programs and projects implemented for its development, insufficiently meets the demands of the local industry;

**WHEREAS**, the milk production is at 1.3% (23.69 million liters) of the country's dairy requirement of 1.77 billion liters in 2018 and as per Philippine Statistics Authority, the total import of milk and cream products is at 2.03 billion metric tons with a value of USD 3.64 billion;



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**WHEREAS**, the DA, recognizing the importance of the dairy industry both in increasing income of dairy farmers and improving the nutrition of the Filipino people, has pushed for the implementation of “Intensified Community-based Dairy Enterprise Development (ICBDED)” under the US-PL480 Program;

**WHEREAS**, the **PCAF Executive Director**, as the oversight official of the PL-480 by virtue of the Special Order No. 488 Series of 2023, is tasked of evaluating the US-PL480 Project, ICBDED;

**WHEREAS**, the **PCAF** sees the need to conduct a study to develop a viable dairy cattle enterprise model based on science and technology, along with implementing key policy reforms to boost the productivity of the Philippine dairy industry;

**WHEREAS**, policy recommendations for action and advocacy will be formulated as part of the outputs of the study;

**WHEREAS**, the **DOST-PCAARRD**, thru its Socio-Economic Research Division, has the capacity to conduct research on the effect of the production process, distribution, consumption, policies, and programs in an industry;

**WHEREAS**, the **DOST-PCAARRD** with proven expertise in conducting assessment studies, proposes for the conduct of a project titled: “Transforming the Philippine Dairy Industry through Science, Technology, and Policy”;

**WHEREAS**, the **PCAF** has the fund allocation to support the conduct of the policy review proposal of **DOST-PCAARRD** as contained in **Annex “A”** and stated in Section 4 of this Memorandum of Agreement, herein referred to as Agreement, for brevity;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the Parties agree as follows:

**Section 1. Scope of Work/Description of the Project.**

The Parties hereby undertake to perform the Project, entitled: “**Transforming the Philippine Dairy Industry through Science, Technology, and Policy**” more particularly described in the Project Proposal attached hereto and made an integral part hereof as **Annex “A”**.

**Section 2. Obligations of the DOST-PCAARRD.**

The **DOST-PCAARRD** shall:

- a. Provide a counterpart team who shall coordinate with the **PCAF** in the implementation of various activities of the Project within four (4) months from September 1, 2024 to December 31, 2024 ;

- b. Ensure the availability of committed and highly qualified specialists to work on the project with one or more expertise(s)/specialization(s) as specified in **Annex “A”**;
- c. Synthesize and organize the expected numerous, diverse and multi-dimensional components/outputs to be able to produce a well-planned project;
- d. Conduct project meetings, briefings and workshops with intended respondents and concerned government agencies and/or stakeholders in relation to the implementation of the project;
- e. Provide necessary and adequate logistical support and arrangements as detailed in **Annex “A”** to deliver the expected outputs in a timely and efficient manner;
- f. Provide guidance on implementing key findings of the study;
- g. Submit project deliverables on time;
- h. Designate a Review Committee that will look into the outputs of the project team before they are submitted to **PCAF**;
- i. Present to **PCAF**'s officials and technical personnel concerned the results of the study to solicit comments/inputs and approval;
- j. Integrate inputs/comments from **PCAF** and finalize, package and submit the final version of the study;
- k. Return to **PCAF** any unexpended balances within one (1) month upon demand and after the completion of the project;
- l. Submit Project Completion Report.

### **Section 3. Obligations of the PCAF.**

The **PCAF** shall:

- a. Designate a counterpart team who shall work closely with the **DOST-PCAARRD** Project Team regarding the technical and administrative requirements of the Project;
- b. Provide assistance (e.g., coordination with and endorsement of **DOST-PCAARRD** Project Team to **PCAF** officials and staff, including DA operating units, government agencies, the private sector, local government units and other concerned agencies as needed) to the **DOST-PCAARRD** Project Team and technical resource persons/specialists during the conduct of the study;



- c. Provide the **DOST-PCAARRD** Project Team the required data, documents, existing studies and projects (including results of previous biotechnology policy studies and assessments), and other pertinent information needed for the study, if available;
- d. Convene a panel of **PCAF** officers concerned and technical personnel for the presentation of the deliverables and consequent approval of said deliverables;
- e. Provide comments and inputs to the study and other project deliverables;
- f. Approve the project implementation plan, project framework, inception report, draft and final assessment reports, and other deliverables by signing **DOST-PCAARRD's** Certificate of Acceptance within one week after receiving them;
- g. Approve the closure of the project upon submission and approval of all outputs under this Agreement and as mentioned in the attached **Annex "A"** by signing the **DOST-PCAARRD's** Certificate of Project Completion/Closure, two weeks after the submission of the final deliverables;
- h. Ensure that the policy recommendations based on the study's key findings are formally submitted to the relevant agencies of the Department of Agriculture;
- i. Provide funding for the project amounting to **Five Million Pesos (PHP 5,000,000.00)**, inclusive of all applicable government taxes and fees based on the schedule of payment.

**Section 4. Statement of Consideration (Fees).**

For and in consideration of the deliverables to be completed under this project, the **PCAF** shall pay the **DOST-PCAARRD** the sum of **Five Million Pesos (PHP 5,000,000.00)** inclusive of all applicable government taxes and fees, payable as follows:

Activity	Percentage	Amount
Signing of Memorandum of Agreement	30%	1,500,000.00
Submission of Inception Report	60%	3,000,000.00
Submission of final draft of Initial Report	10%	500,000.00
<b>Total</b>	<b>100%</b>	<b>5,000,000.00</b>

All the funding requirements of the study shall be charged to the said amount as detailed in the Budgetary Requirement Section of the Concept Paper.




**Section 5. Confidentiality.**

Each party undertakes not to divulge at any time to a third person any confidential information relating to the other, except upon written consent of the other or where required under the law or regulation or by a valid order of a court or other governmental authority with competent jurisdiction.

The Parties agree to comply with all Data Protection Laws and Regulations in every jurisdiction for which it is collecting data, storing data, and processing data.

This shall apply to any data collected during this project. The Parties, by way of executing this Agreement, certifies that it is aware of all Data Protection Laws governing its work on this project, and will perform the work in compliance with these laws and regulations.

**Section 6. Intellectual Property Rights to the Expected Outputs.**

All materials and work provided under this Agreement shall belong to both Parties and shall not be used for any purpose other than the implementation of this Agreement. Any use, reproduction, publication, sale, or distribution of these materials and work shall be subject to the prior written consent of both Parties. Any original work such as reports, data, and/or materials gathered, compiled, or prepared by PCAF under this Agreement shall be considered as the property of PCAF. The reports, data, and/or materials shall clearly indicate the source of such original work. Both Parties shall have the right to use, publish, copy, reproduce, or distribute the work to other entities subject to the restrictions on confidentiality of information under the Intellectual Property Code of the Philippines and all other pertinent laws governing this Agreement.

**Section 7. Ownership of Gadgets Procured**

All gadgets and electronic devices procured for use in connection with "Transforming the Philippine Dairy Industry through Science, Technology, and Policy" shall be the exclusive property of the Philippine Council for Agriculture and Fisheries (PCAF). Upon the completion of the project, full ownership, control, and rights over said gadgets and devices shall remain with PCAF. No transfer, sale, or personal use of the gadgets shall be permitted without the express written consent of PCAF.

**Section 8. Limited Liability.**

Either Party shall not be liable to the Other Party for loss or damage to the latter's property unless due to the fault, gross negligence, or breach of this Agreement by the erring party.

**Section 9. Indemnity.**

Each Party shall indemnify and hold the other free and harmless from any and all claims or causes of action of third parties arising from a negligent or otherwise wrongful act or omission by the said party or its employees or representatives.





**Section 10. Term of the Agreement.**

This Agreement shall take effect upon receipt of the Notice to Proceed and shall be completed within four (4) months. However, the Project duration may be adjusted as long as both Parties agree that all specified deliverables are met, and no additional costs are incurred by the Parties.

Either Party shall promptly report to each other the occurrence of any event or condition which might delay or prevent the timely completion of the services embraced herein, specifying in writing the amount of time involved, the cause(s) of the delay, and its subsequent implications on the entire timetable, work schedule, and budget of the Project. Any extension of contract time shall not involve any additional cost.

**Section 11. Changes**

In the event of a decrease in the quantity or scope of deliverables as specified in this Agreement, the payment amount shall be adjusted proportionally. Conversely, if there is an increase in the quantity or scope of deliverables, **PCAF** shall not be liable to provide additional compensation beyond the amounts specified in this Agreement.

**Section 12. Force Majeure.**

No party shall be liable to the other for the delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control, including, without limitation, any of the following: act of God, government act, war, fire, flood, explosion or civil commotion.

**Section 13. Termination**

The following events shall entitle the party not in breach to terminate this Agreement by immediate written notice:

- a. The failure on the part of a Party to remedy any breach of its obligations hereunder within fifteen(15) days following the written notice from the other Party shall be a ground for termination;
- b. The Parties may terminate this Memorandum upon mutual agreement.
- c. In the event this Agreement is terminated for causes not attributable to the **PCAARRD**, the **DOST-PCAARRD** shall be entitled to payment determined on a prorated basis for services satisfactorily performed or delivered as well as reimbursement for reasonable expenses incurred in performing its obligations prior to the termination.
- d. Any serious or persistent breach by either party of any provision of this Agreement.



**Section 14. Dispute Settlement or Arbitration.**

All disputes and controversies arising out of or in connection with this Agreement, or for breach of any provision hereof which cannot be solved by the herein contracting Parties, shall be settled through Arbitration in accordance with PD 242 in relation to Sections 66, Chapter XIV, Book IV of the Administrative Code of 1987, in conjunction with Section 10, Chapter III, Book VII of the same code.

The venue of any legal action arising out of this Agreement shall be brought exclusively before the proper court in Quezon City, to the exclusion of all other courts.

**Section 15. Amendments.**

No amendment or modification of any of the terms and conditions of this Agreement shall be valid unless evidenced by a written Agreement executed by both Parties' respective authorized representatives.

**Section 16. Severability.**

If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.

**Section 17. Waiver.**

No failure, omission or delay of any of the Parties in exercising any of its rights, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

**Section 18. Assignment.**

The benefit of this Agreement may not be assigned in whole or in part by a party without the prior written consent of the other.

**Section 19. Binding Effect.**

This Agreement shall be binding on the Parties and their respective successors-in-interest.



**Section 20. Authority.**

Each of the Parties hereto represents and warrants that it has full power and authority to enter into and perform each obligation under this Agreement. All necessary actions, consents, and approval for the execution of this Agreement have been taken and/or obtained and constitute the legal, valid and binding obligations of each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have signed this Memorandum of Agreement on the \_\_\_\_ day of \_\_\_\_\_ 2024 in \_\_\_\_\_.

PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES

By:



JULIETA E. OPULENCIA  
OIC-Executive Director

PHILIPPINE COUNCIL  
FOR  
AGRICULTURE, AQUATIC, AND NATURAL  
RESOURCES RESEARCH  
DEVELOPMENT

By:



DR. REYNALDO V. EBORA  
Executive Director

Signed in the presence of:

WITNESSES



CYRIL L. SOLIABAN  
OIC-Deputy Executive Director



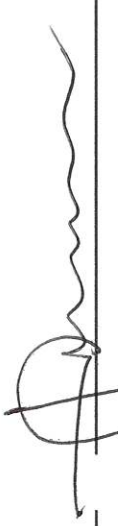
ERNESTO O. BROWN, PhD  
Chief Science Research Specialist, Division  
Director

Funds Availability



MARIA DIVINA P. GONZALES  
Chief, Accounting Section

Allotment Availability



JOSE REDENTOR H. BESENI  
Chief, Budget Section



ACKNOWLEDGEMENT

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

BEFORE ME, OP this 18 day of SEP 2024, at QUEZON CITY, personally appeared the following public officials, namely:

JULIETA E. OPULENCIA, with SC ID No. 20-30902 Issued on October 2, 2020 at Cainta, Rizal, in representation of the PCAF;

Who are known to me to be the same officials who executed the foregoing instrument and they both acknowledged to me that the same is their free and voluntary act and deed and that of the government agencies they represent therein.

This instrument consisting of FIFTEEN (12) pages including this page and Annex "A" on which this acknowledgement is written and signed by the Parties and their instrumental witnesses, refers to a Memorandum of Agreement (MOA) executed for the purpose(s) therein set forth.

WITNESS MY SIGNATURE AND NOTARIAL SEAL on the date and place first above written.

NOTARY PUBLIC  
Doc. No. 125  
Page No. 29  
Book No. LIX  
Series of 2024.

ATTY. RIZAL JOSE F. VALMORES  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2024  
ADM MATTER NO. 153  
PTR NO. 5091994D 01-02-2024 / Q.C.  
IBP NO. 329024 / 12-15-2023 / Q.C.  
ROLL NO. 28435  
MCLENO. VIII-0008500 / 05-07-2024  
Add. #473 Boni Serrano Road, Barangay  
San Roque, Murpny, Quezon City