

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made and entered into this ____ day of
~~MAR 01 2022~~ 2021 in QUEZON CITY, by and between:

The **PHILIPPINE COCONUT AUTHORITY**, a government owned and controlled corporation organized and existing under by virtue of the laws of the Republic of the Philippines with office address at Elliptical Road, Diliman, Quezon City, herein represented by its *Administrator*, **BENJAMIN R. MADRIGAL, JR.**, referred to as the "**PCA**";

-and-

The **CAGAYAN STATE UNIVERSITY**, a state university, organized and existing under the laws of the Republic of the Philippines, with office address at Tuguegarao City, Cagayan herein represented by its *President*, **DR. URDUJAH G. ALVARADO**, herein referred to as the "**CSU**";

WITNESSETH:

WHEREAS, the PCA is the sole government agency mandated by law to over-see the development of the coconut industry in all its aspects to ensure that the fruits of such developments will accrue to the benefits of coconut farmers;

WHEREAS, the PCA is currently implementing the Accelerated Coconut Planting and Replanting Program (ACPRP) which intends among others to grant qualified coconut farmers and would-be coconut farmers, coconut seedlings for planting and replanting in their coconut farms;

WHEREAS, the cooperating parties signify their interest to engage in coconut planting program in order to increase farm income and farm productivity for the benefit of the coconut farmers and the industry stakeholders in the province of Cagayan;

NOW THEREFORE, for and in consideration of the above premises and their mutual covenants herein stipulated, the parties agreed as they hereby agree, on the following obligations:

I. SPECIFIC RESPONSIBILITIES OF THE PARTIES

The PCA shall:

1. Allocate the necessary funds to purchase, from CSU, the **forty-two thousand, nine hundred (42,900) pieces** of good quality coconut seedlings at **forty (40) pesos per seedling** to a total amount of **one million, seven hundred sixteen thousand pesos only (PhP 1,716,000.00)** chargeable against CY 2021 ACPRP funds;
2. Transfer to CSU the amount of PhP 1,716,000.00 for the purchase of materials and equipment needed, for payment of labor, and other expenses for the establishment of nursery, maintenance and delivery of coconut seedlings, in accordance with the following terms of releases:

DENNIS D. ANDRES
Regional Manager III

DR. URDUJAH G. ALVARADO
President, CSU

BENJAMIN R. MADRIGAL, JR.
Administrator, PCA

DR. NARCIS B. O'UANO
CEO, CSU-Sanchez Mira

DENNIS D. ANDRES
Regional Manager NI

DR. URDUJAH G. ALVARADO
President, CSU

BENJAMIN R. MADRIGAL, JR.
Administrator, PCA

DR. NARCIS B. OJANO
CEO, CSU-Santitas Mira

i. **1st Release - 15%** of the fund in the amount of PhP 257,400 shall be released by the PCA to CSU upon signing of this Memorandum of Agreement and compliance with the documentary requirements;

ii. **2nd Release - 30%** of the fund in the amount of PhP 514,800.00 shall be released by PCA to CSU upon submission of the First Progress Report which indicates that at least 64,500 coconut seednuts were sown in the nursery/s strategically located near the (DOPs) duly accepted by the PCA through field inspection and validation;

iii. **3rd Release - 30%** of the fund in the amount of PhP 514,800.00 shall be released by PCA to CSU upon submission of the Second Progress Report which indicates that the total of 42,900 coconut seedlings plus the 10% allowance are readily available for delivery to the different DOPs duly accepted by the PCA through field inspection and validation; and,

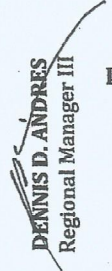
iv. **4th Release - 25%** of the fund in the amount of PhP 429,000.00 shall be released by PCA to CSU upon submission of the complete Delivery Reports duly noted and accepted/validated by the PCA.

3. Assist the supplier on how to establish proper coconut nursery/s;
4. Inspect the coconut nursery/s established by the supplier;
5. Evaluate eligible coconut farmer-recipients including farms to be planted;
6. Supervise distribution of seedlings to eligible coconut farmer-recipients;
7. Train and provide technical assistance to farmers on farm establishment, field planting, care and maintenance and pest/disease management; and,
8. Regularly monitor the project sites.

The CSU shall:

1. Provide and establish coconut nursery/s strategically located near the drop-off-points to ensure the good quality of coconut seedlings to be produced;
2. Provide the tools and the needed labor in the establishment and maintenance of the nursery;
3. Supply to PCA the forty-two thousand, nine hundred (42,900) pieces of good quality coconut seedlings plus ten percent (10%) allowance, however, the 10% allowance shall be excluded from the payment of goods;
4. Supply to PCA the 42,900 pieces of good quality coconut seedlings with the following technical specifications:
 - ✓ Tall or dwarf;
 - ✓ At least 1 ft high with fully developed leaves (unsplitted);
 - ✓ 3 to 4 months old; and,
 - ✓ Healthy, pest and diseases free, vegetative and vigorous seedlings.
5. Responsible for the handling, transport and delivery of the seedlings in the drop-off-points listed in Annex "A"; and,

6. Allot at least thirty percent (30%) of the proceeds of the sale of the seedlings for the College Scholarship Program of SUC to help poor and deserving children of coconut farmers and would-be coconut farmers go to college and get a degree preferably on Agriculture.


DENNIS D. ANDRES
Regional Manager III

II. GENERAL PROVISIONS

1. In the implementation of this MOA, both parties shall strictly observe and comply with their respective responsibilities;
2. Any provision of this MOA maybe modified, altered or supplemented subject to the mutual agreement of both parties. Any amendment/supplement to any of the provisions of this MOA shall be made in writing upon mutual consent of both parties;
3. This MOA shall take effect upon signing and shall remain in force for one (1) year and until terminated via written notice, to be made by either party proposing such termination, at the end or before the start of the next batch nursery period; and,
4. Should there be any conflict with respect to the interpretation or operation of any of the provisions of this agreement, the parties shall exert their best efforts to amicably settle such conflict.


DR. URDUJAH G. ALVARADO
President, CSU

III. WARRANTIES AND REPRESENTATION

1. The parties are duly organized and existing under the laws of the Philippines and has each full power and authority to execute, deliver and perform this MOA and other agreements contemplated therein;
2. The parties have obtained all necessary consents and approvals required for the execution, delivery and performance of this MOA and all other agreements contemplated therein;
3. The execution, delivery and performance by each of the parties of this MOA and any other agreement contemplated herein do not and will not violate any provisions of its constitutive documents, or any provisions of any decrees, agreements, judgment, license, permit, to which it is a party or to which its properties are bound, or any law, rule or regulation to which it is a subject;
4. The MOA constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms and conditions;



BENJAMIN R. MADRIGAL, JR.
Administrator, PCA


DR. NARCHITAS B. OUANO
CEO, CSU-Sandwich-Mira

IN WITNESS WHEREOF, the parties represented by their duly authorized officers have signed this Memorandum of Agreement at the place and on the date above written.

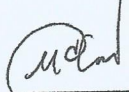
PHILIPPINE COCONUT AUTHORITY

By:

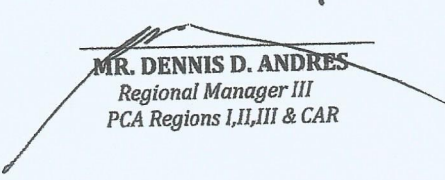

BENJAMIN R. MADRIGAL, JR.
Administrator, PCA

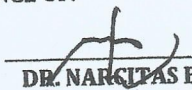
CAGAYAN STATE UNIVERSITY

By:


DR. URDUJAH G. ALVARADO
President, CSU

SIGNED IN THE PRESENCE OF:


MR. DENNIS D. ANDRES
Regional Manager III
PCA Regions I, II, III & CAR


DR. NARCITAS B. OUANO
Campus Executive Office
CSU-Sanchez Mira

ACKNOWLEDGEMENT

Republic of the Philippines)

.....**QUEZON CITY**.....) S.S

BEFORE ME, a Notary Public for and in QUEZON CITY, on this ____ day of MAR 01 2022 personally appeared the following:


Name	Government Issued Identity	Date/ Place Issued
BENJAMIN R. MADRIGAL, JR.	<u>PCA ID#01</u>	<u>PCA, Diliman, QC.</u>
DR. URDUJAH G. ALVARADO	<u>CSU ID EMP No. R-971</u>	<u>CSU, Tuguegarao City, Cagayan</u>

Both known to me to be the same persons who executed the foregoing Agreement, and who acknowledged to me that they executed the same for and in behalf of their respective agencies, that they are duly authorized to sign the same, and that the same is their free and voluntary act and deed, and that of the agencies represented.

- This document, which pertains to a MEMORANDUM OF AGREEMENT consisting of four (4) pages, including the page on which this Acknowledgement is written, has been signed by the Parties and their witnesses on each and every page thereof, and sealed with my notarial seal.

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

Doc. No. 318;
Page No. 04;
Book No. 40-15
Series of 2021.


ATTY. MICHAEL DARWIN M. BAYOTAS
Notary Public
Commission No. NP-674 (2019-2020)
Commission Extended Until June 30, 2022
As Per En Banc R.M. No. 1795 / Dec 01, 2020
Unit 204 Piny Cayes Condominium, 12a 9th Avenue
Ataneta, Cubao, Quezon City
PTR No. 2296349 / Quezon City / Jan 03, 2022
IUP Lifetime No: 011721 / Pasig City / Nov, 07, 2012
MCLE Compliance No. VI-0002500 / May 29, 2017
Attorney's Roll No. 56180
TIN: 274-951-264-000