



REPUBLIC OF THE PHILIPPINES

DEPARTMENT OF AGRICULTURE

**PHILIPPINE COCONUT AUTHORITY**

Elliptical Road, Diliman, Quezon City 1101 Philippines

Tel. Nos.: (02) 8928-4501 to 09 Fax No.: (02) 8926-7631

<http://www.pca.da.gov.ph>

## NOTICE OF AWARD

28 May 2021

**MR. ALAN S. CAJES**

Vice President

Development Academy of the Philippines (DAP)

DAP Building, San Miguel Ave.

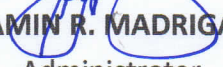
Ortigas Center, Pasig City

**Dear Mr. Cajes:**

Please be informed that the proposal you submitted for the Consultancy Services for the Crafting of the Coconut Farmers and Industry Development Plan (CFIDP) in the total amount of **FIVE MILLION PESOS** (Php5,000,000.00) is hereby accepted.

Also attached for your signature is the Memorandum of Agreement (MOA) for the subject procurement.

Very truly yours,

  
**BENJAMIN R. MADRIGAL, JR.**  
Administrator

Conforme:



**MR. ALAN S. CAJES**

DATE:

6/22/2021

*"A food-secure Philippines with prosperous farmers and fisherfolk"*



## MEMORANDUM OF AGREEMENT

### Know All Men By These Presents:

This Memorandum of Agreement made and entered by and between:

**THE PHILIPPINE COCONUT AUTHORITY**, an independent public corporation attached to the Department of Agriculture, duly organized and existing under and by virtue of Presidential Decree No. 1468, as amended, with office address at Elliptical Road, Diliman, Quezon City represented herein by its Administrator, **BENJAMIN R. MADRIGAL, JR.**, hereinafter referred to as the "**PCA**";

and

The **DEVELOPMENT ACADEMY of the PHILIPPINES**, a government institution, duly organized and existing under and by virtue of Presidential Decree No. 205, as amended with principal office address at the DAP Building San Miguel Avenue, Ortigas Center, Pasig City, represented herein by its President & Chief Executive Officer, **ATTY. ENGELBERT C. CARONAN, JR.**, **MNSA**, hereinafter referred to as the "**DAP**".

### - WITNESSETH, that -

**WHEREAS**, the PCA was created by virtue of Presidential Decree No. 1468, series of 1978, to implement and attain the declared national policy of the State to promote the rapid integrated development and growth of the coconut and other palm oil industry in all its aspects and to ensure that the coconut farmers become direct participants in, and beneficiaries of, such development and growth;

**WHEREAS**, Republic Act No. 11524 or the "Coconut Farmers and Industry Trust Fund Act", declared the policy of the State to consolidate the benefits due to coconut farmers, especially the poor and marginalized, under various statutes and to expedite the delivery thereof to attain increased incomes for coconut farmers, alleviate poverty, and achieve social equality;

**WHEREAS**, Section 4 of RA No. 11524 mandated the PCA to prepare the "Coconut Farmers and Industry Development Plan", hereinafter referred to as the "**CFIDP**" or the "**PLAN**", to set the direction and policies for the development and rehabilitation of the coconut industry within fifty (50) years;

**WHEREAS**, DAP is mandated to promote, carry on and conduct scientific, interdisciplinary and policy-oriented research, education, training, consultancy and publication in the broad fields of economics, public administration and political sciences;

**WHEREAS**, DAP has the experience and capacity to manage and implement programs and projects related to development planning, strategic planning, and roadmap preparation, among others;

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

  
ALAN S. CAJES  
Vice President, DAP

  
ERLENE MANOHAR  
Deputy Administrator, PCA

  
ATTY. ENGELBERT C. CARONAN, JR., MNSA  
President & CEO, DAP

  
BENJAMIN R. MADRIGAL, JR.  
Administrator, PCA

  
ALAN S. CAJES  
Vice President, DAP

Section 01: **SCOPE OF WORK/DESCRIPTION OF THE PROJECT.**

The Parties hereby undertake to perform the Project entitled: Crafting the Coconut Farmers and Industry Development Plan or known as CFIDP more particularly described in the Terms of Reference (TOR) hereto and made an integral part hereof as **Annex "A"**.

Section 02: **OBLIGATIONS OF THE DAP. The DAP shall:**

- 02.1. Undertake the implementation of the Administrative and Financial processes as required by the project.
- 02.2. Engage the services of technical experts based on the Terms of Reference and requirements as stipulated in the Republic Act 11524 to include the various programs as mentioned in the TOR.
- 02.3. Provide the team of experts for the needed assistance in the development of the afore-mentioned plan.

Section 03: **OBLIGATIONS OF THE PCA. The PCA shall:**

- 03.1. Provide the sum of money of Php 5,000,000 to DAP as the direct partner of PCA in crafting the CFIDP.
- 03.2. Allot 15% administrative cost from the Php 5,000,000 allocation for the administrative and financial services to be provided by DAP.
- 03.3. Assign the Deputy Administrator for Research and Development Branch of PCA to serve as Project Coordinator who will oversee and serve as facilitator in the implementation of the project, as well as ensure compliance to the timelines set by both parties.

Section 04: **STATEMENT OF CONSIDERATION (Fees).**

For and in consideration of the services of the DAP, the **PCA** shall pay the **DAP** the sum of **FIVE MILLION PESOS (PhP5,000,000.00)**, exclusive of the 12% VAT, payable as follows:

Due upon / DELIVERABLES	% of total	AMOUNT DUE
01: Upon the signing of the Contract	100	PhP5,000,000.00
TOTALS:	100%	PhP5,000,000.00

A Certificate of Availability of Funds (**CAF**) duly signed by the Chief Accountant of the **PCA** is hereto attached and marked as **Annex "B"** and made an integral part of this Agreement.

Section 05: **CONFIDENTIALITY.**


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

  
ERLENE MANOHAR  
Deputy Administrator, PCA

  
ATTY. ENGELBERT C. CARONAN, JR., MNSA  
President & CEO, DAP

  
BENJAMIN R. MADRIGAL, JR.  
Administrator, PCA

Section 06: **INTELLECTUAL PROPERTY RIGHTS.**



ALAN S. CAJES  
Vice President, DAP

All materials and work provided by the DAP shall belong exclusively to DAP 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 the DAP and such other terms as DAP shall require.

Any original work created arising out of or in connection with this Agreement shall belong to PCA except where the original work uses any data or material belonging to DAP, in which case, the work shall be owned jointly by the parties, with each party having royalty free non-exclusive and irrevocable license to use, publish, copy, reproduce or distribute the work for government or public purposes.

Section 07: **LIABILITY.**



ERLENE MANOHAR  
Deputy Administrator, PCA

The DAP shall not be liable to the **PCA** for loss or damage to **PCA's** property unless due to gross negligence or breach of this Agreement. The DAP shall not be liable to the **PCA** for any indirect, special or consequential loss arising out of or in connection with the provision of the services pursuant to this Agreement and the total liability of DAP for any other loss of the **PCA** arising out of or in connection with this Agreement in respect of any event shall not exceed the charges payable by the **PCA** to the DAP for the Project.

Section 08: **INDEMNITY.**

The **PCA** shall indemnify and hold the DAP, its trustees, officers, employees and representatives 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 **PCA** or its employees or representatives.

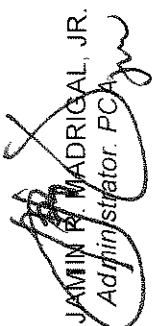
Section 09: **DURATION OF TERM OF THE AGREEMENT.**



ATTY. ENGELBERT C. CARONAN, JR., MNSA  
President & CEO, DAP


- 09.1. This Agreement shall become effective upon execution thereof and shall be completed on September 06, 2021; provided, however, that there shall be flexibility in the Project duration as long as the specified Project deliverables agreed upon by both parties are met.
- 09.2. 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 causes 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 10: **CHANGES.**



BENJAMIN R. MADRIGAL, JR.  
Adj. Administrator, PCA

If changes to the provisions of this Agreement should result in an increase or decrease in the services originally provided and scheduled, an equivalent adjustment on the contract price, time or both shall subsequently be agreed upon in writing by both Parties.

  
ALAN S. CAJES  
Vice President, DAP

  
ERLENE MANOHAR  
Deputy Administrator, PCA

  
ATTY. ENGELBERT C. CARONAN, JR., MNSA  
President & CEO, DAP

  
BENJAMIN R. MADRIGAL, JR.  
Administrator, PCA

Section 11: **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: acts of God, government act, war, fire, flood, explosion or civil commotion.

Section 12: **TERMINATION.**

12.1. The following event shall entitle the party not in breach to terminate this agreement by immediate written notice:

12.1.1. Failure on the part of a Party to remedy any breach of its obligations hereunder within fifteen (15) days following written notice from other Party specifying the breach with full particulars.

12.2. The parties may terminate this Agreement upon mutual agreement;

12.3. In the event this Agreement is terminated for causes not attributable to the DAP, the DAP shall be entitled to payment determined on a pro rata basis for services satisfactorily performed or delivered as well as reimbursement for reasonable expenses incurred in performing its obligations prior to the termination.

Section 13: **DISPUTE SETTLEMENT or ARBITRATION.**

13.1. All disputes and controversies arising out of 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 PD242 in relation to Sections 66, Chapter XIV, Book IV of the Administrative Code of 1987, in conjunction with Section 10, Chapter 3 Book VII, of the same code.

13.2. The venue of any legal action arising out of this Agreement shall be brought to the proper court in Pasig City.

Section 14: **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 the parties' respective authorized representatives.

Section 15: **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 16: **Waiver**

No failure, omission or delay of any of the parties in exercising any of its right, 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 17: **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 18: **Binding Effect**

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

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the \_\_\_\_\_ day of (month), (year) in (place of execution).


For the **PHILIPPINE COCONUT  
AUTHORITY**

For the **DEVELOPMENT ACADEMY OF  
THE PHILIPPINES**

  
BENJAMIN R. MADRIGAL, JR.  
Administrator

  
ATTY. ENGELBERT C. CARONAN, JR., MNSA  
President & CEO

**\*\*WITNESSES\*\***

  
ERLENE MANOHAR  
Deputy Administrator

  
ALAN S. CAJES  
Vice President

  
ALAN S. CAJÉS  
Vice President, DAP

  
ERLENE MANOHAR  
Deputy Administrator, PCA


  
ATTY. ENGELBERT C. CARONAN, JR., MNSA  
President & CEO, DAP

  
BENJAMIN R. MADRIGAL, JR.  
Administrator, PCA

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )

CITY OF PASIG CITY : S.S.

  
BEFORE ME, on this \_\_\_\_\_ day of (month), (year) at PASIG CITY,  
personally appeared the following officers, namely:

**BENJAMIN R. MADRIGAL, JR**  
Administrator  
Philippine Coconut Authority

for the "PCA"

- ID No. \_\_\_\_\_
- Issued in \_\_\_\_\_
- Valid until \_\_\_\_\_

**ATTY. ENGELBERT C. CARONAN, JR., MNSA**  
President and CEO  
Development Academy of the Philippines

for the "DAP"

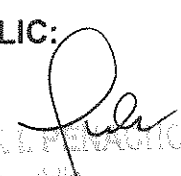
- ID No. \_\_\_\_\_
- Issued in \_\_\_\_\_
- Valid until \_\_\_\_\_

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 fourteen (14) pages including this page and **Annex "A" and "B"** on which this acknowledgment is written and signed by the parties and their instrumental witnesses on the left-hand margin of each page thereof and at bottom of the same instrument on page "\_\_\_\_", refers to a Memorandum of Agreement executed for the purpose(s) therein set forth.

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

NOTARY PUBLIC:

  
ATTY. RANDOLPH PERALTA  
Notary Public  
Ap. of the State, 123 (2020-2021)  
Cebu No. 123-12345-743-012  
MOLL Cing, Cebu City, VI-6020-20  
4th Dist. 123, 5th Dist. 123  
Cebu City, Cebu City

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Book No.: 103  
Series of **2021**





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**DEPARTMENT OF AGRICULTURE**  
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## NOTICE TO PROCEED

**MR. ALAN S. CAJES**

Vice President

Development Academy of the Philippines (DAP)

DAP Building, San Miguel Ave.


Ortigas Center, Pasig City

**Dear Mr. Cajes:**

The attached Memorandum of Agreement (MOA) for the Consultancy Services for the Crafting of the Coconut Farmers and Industry Development Plan (CFIDP) having been approved, notice is hereby given to Development Academy of the Philippines (DAP) that the delivery of service will commence immediately after receipt of this Notice to Proceed.

You are responsible for performing the services under the terms and conditions of the Contract and in accordance with the implementation schedule.

Very truly yours,

  
**BENJAMIN R. MADRIGAL JR.**  
Administrator

Conforme:



**MR. ALAN S. CAJES**

DATE: 6/23/2021

