

# MEMORANDUM OF AGREEMENT

Catering Services, Venue Rental and Accommodation for the Sikwatehan sa Kalubihan: Training on Coconut-Cacao Farming System (Batch 3)

This Memorandum of Agreement ("Agreement") is made and executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Philippines, by and between:

The **DEPARTMENT OF AGRICULTURE (DA)**, through the **AGRICULTURAL TRAINING INSTITUTE - REGIONAL TRAINING CENTER 7 (ATI-RTC 7)**, with office address at Cabawan District, Tagbilaran City, Bohol, herein represented by its Center Director **Dr. GRACIA F. ARADO**, hereinafter, the "**ATI RTC-7**"

-and

The **LALIMAR**, a Local Government Unit (LGU) operated establishment, with office address at San Jose, La Libertad, Negros Oriental, duly represented herein by its Municipal Mayor, **HONORABLE EMMANUEL LAURENCE DANIEL L. IWAY**, hereinafter referred to as the "**LGU**".

## WITNESSETH:

**WHEREAS**, the **ATI RTC-7**, has resorted to *Negotiated Procurement* under Section 53.5 (Agency-to-Agency) of the Revised Implementing Rules and Regulations of Republic Act No. 9184 otherwise known as the Government Procurement Reform Act;

**WHEREAS**, the **ATI RTC-7**, will be conducting a Sikwatehan sa Kalubihan: Training on Coconut-Cacao Farming System (Batch 3) on May 6-8, 2024, where estimated of 30 participants and 5 training management team (TMT).

**WHEREAS**, the **LGU**, has a facility to accommodate the said training.

**WHEREAS**, upon the request of the **ATI RTC-7**, the **LGU**, has agreed to provide the catering services, venue and accommodation for the aforementioned training.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements, the Parties have agreed, as they do hereby agree as follows:

## ARTICLE I

### OBILGATIONS OF THE ATI RTC-7

- 1.1 The **ATI RTC-7** shall pay the **LGU** the amount of **ONE HUNDRED TWENTY THOUSAND NINETY-FIVE PESOS ONLY (Php 120,095.00)** for the catering services, venue rental and accommodation following the schedules indicated in Article III of this Agreement.
- 1.2 The **ATI RTC-7** shall inform the **LGU** of any special arrangement with the outside entity done outside the terms and conditions of this agreement.

## ARTICLE II

### OBILGATIONS OF THE PROVINCE

- 2.1 The **LGU** shall provide the catering services, venue and accommodation for the Sikwatehan sa Kalubihan: Training on Coconut-Cacao Farming System (Batch 3) with the following features and amenities:

- 2.1.1. Capacity to accommodate a maximum of 35 persons;
- 2.1.2. Adequate and clean comfort rooms for the male and female employees;
- 2.1.3. Engineering and janitorial services;
- 2.1.4. Fully air-conditioned venue on the day of the training May 6-8, 2024/ 8am to 5pm;
- 2.1.5. Should provide sound system during the training;
- 2.1.6. Availability of drinking water 24/7 in the facility;
- 2.1.7. Availability of venue on May 6-8,2024;
- 2.1.8. Clean and full air conditioned room with complete amenities;
- 2.1.9. Should guarantee and maintain clean dining and food serving facilities at the venue;
- 2.1.10. Should serve 3 meals and 2 snacks for 3 days; and
- 2.1.11. In every meal there should be an appetizer, at least 3 main dishes, desserts/ fruits and with free flowing coffee/ tea/ milo.

### **ARTICLE III TERMS OF PAYMENT**

Payment for the services shall be made on the following schedule:

- 3.1. Payment for the service in the amount of **ONE HUNDRED TWENTY THOUSAND NINETY-FIVE PESOS ONLY (Php 120,095.00)** shall be made one (1) month after receipt of the Statement of Account.
- 3.2. All payments shall be subject to existing **ATI RTC-7** rules and regulations.

### **ARTICLE IV EFFECTIVITY**

- 4.1. This agreement shall take effect immediately upon signing thereof by both parties.
- 4.2. This agreement may be pre-terminated for breach of any of the provisions herein or any valid and justifiable reason by giving the other party a written notice.

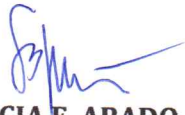
### **ARTICLE V MISCELLANEOUS PROVISIONS**

- 5.1. The parties are independent entities and no agency, partnership, joint venture, employment or formal business organization of any kind is created by this Agreement and neither party shall have the authority to represent the other.
- 5.2. The **LGU** shall not use or disclose to any person, firm or corporation any information concerning the affairs of the **ATI RTC-7**, which she may have acquired in the course of or as an incident to this Agreement for its own benefit to the detriment of the **ATI RTC-7**.
- 5.3. No party shall be held liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control but not limited to acts of God, government acts under its police, power, war, terrorist attack, fire, flood, explosion or civil commotion.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement on the date and place stated above.

**AGRICULTURAL TRAINING INSTITUTE  
REGIONAL TRAINING CENTER VII**

By:

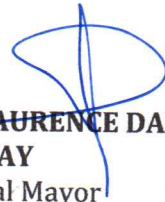


**GRACIA F. ARADO, PHD.**

Center Director

**MUNICIPALITY OF LA LIBERTAD,  
NEGROS ORIENTAL**

By:



**HON. EMMANUEL LAURENCE DANIEL L.**

**IWAY**

Municipal Mayor

SIGNED IN THE PRESENCE OF:



**CARMELITA B. CASTILLO**

Accountant I



**DYNA T. HUSAIN**

Operations Manager  
Lalimar Resort

**ACKNOWLEDGMENT**

Republic of the Philippines)  
GUIHULNGAN CITY, NEG. OR. ) S.S.  
\_\_\_\_\_ )


BEFORE ME, a Notary Public for and in \_\_\_\_\_, the contracting parties with their valid identification:

Name	ID No.	Date/ Place Issued
GRACIA F. ARADO, PHD.	OSEC DAB TRNCS2-19	Quezon City

known to me to be the same persons who executed the foregoing instrument, consisting of four (4) pages including this page on which the acknowledgement is written. The parties and their instrumental witnesses signed all the pages thereof and acknowledged to me that the same is their own free and voluntary act and deed and that of the entities, which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this MAY 14 2024 day of \_\_\_\_\_ at GUIHULNGAN CITY, NEG. OR. Philippines.

Doc. No. 702 ;  
Page No. 01 ;  
Book No. 10 ;  
Series of 2024.

  
**ATTY. NIÑANNE NICOLE BARING BALBUENA**  
Notary Public  
Notarial Commission No. 23-01-G until December 31, 2025  
Guihulngan City, Canlaon City, La Libertad,  
and Valdehermoso, Negros Oriental  
2024 IBP No. 385054 - 01/02/2024  
2024 PTR No. 7811707 - 01/02/2024  
Attorney's Roll No. 82809