

MEMORANDUM OF AGREEMENT

Venue Rental and Accommodation for the Training of Trainers on Participatory Guarantee System
(Batch 1)

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 official address at Cabawan District, Tagbilaran City, Bohol, herein represented by its Center Director **Dr. GRACIA F. ARADO**, hereinafter, the "**ATI RTC-7**"

-and

The **PROVINCIAL GOVERNMENT OF NEGROS ORIENTAL**, a Philippine Government agency, with office address at Capitol Area, Dumaguete City, Negros Oriental, duly represented herein by its Governor, **HONORABLE MANUEL L. SAGARBARRIA**, hereinafter, the "**PROVINCE**"

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 Training of Trainers on Participatory Guarantee System (Batch 1) on April 15-24,2024, where estimated of 25 participants and 5 training management team (TMT).

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

WHEREAS, upon the request of the **ATI RTC-7**, the **PROVINCE**, has agreed to provide the 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

OBLIGATIONS OF THE ATI RTC-7

1.1. The **ATI RTC-7** shall pay the **PROVINCE** the amount of **ONE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED PESOS ONLY (Php 148,400.00)** for the venue rental and accommodation following the schedules indicated in Article III of this Agreement.

1.2 The **ATI RTC-7** shall inform the **PROVINCE** of any special arrangement with the outside entity done outside the terms and conditions of this agreement.

ARTICLE II

OBLIGATIONS OF THE PROVINCE

2.1 The **PROVINCE** shall provide the venue and accommodation for the Training of Trainers on Participatory Guarantee System (Batch 1) with the following features and amenities:

- 2.1.1. Capacity to accommodate a maximum of 30 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 April 15-,24, 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;
- 2.1.6. Availability of venue on April 15-24,2024;
- 2.1.7. Maximum of 6 persons per room; and
- 2.1.8. Clean and full air conditioned room with complete amenities.

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 FORTY-EIGHT THOUSAND FOUR HUNDRED PESOS ONLY (Php 148,000.00)** 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 **PROVINCE** 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


**PROVINCIAL GOVERNMENT OF
NEGROS ORIENTAL**

By:


MANUEL L. SAGARRABIA
Governor
Negros Oriental

SIGNED IN THE PRESENCE OF:


CARMELITA B. CASTILLO
Accountant I


SIDNEY M. AMARO
ORGANIC LOCAL PERSON
PROVINCIAL AGRICULTURE OFFICE

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.
_____)

BEFORE ME, a Notary Public for and in _____, this _____ at _____, personally appeared **GRACIA F. ARADO**, whom I have identified through competent evidence that she presented to me, as follows:

GRACIA F. ARADO, PHD. Office ID # OSEC DAB TRNSCS2-19 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.

WITNESS MY HAND AND NOTARIAL SEAL this _____ at _____, Philippines.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2024.

[Handwritten signature]
[Handwritten initials]

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Negros Oriental) S.S.
Dumaguete City)

BEFORE ME, a Notary Public for and in DUMAGUETE CITY, this 15 APR 2024 at DUMAGUETE CITY, personally appeared **MANUEL L. SAGARBARRIA**, whom I have identified through competent evidence that she presented to me, as follows:

MANUEL L. SAGARBARRIA Driver's License # G02-04-001360 LTO Dumaguete 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.

WITNESS MY HAND AND NOTARIAL SEAL this 15 APR 2024 at Dumaguete City, Negros Oriental, Philippines.

Doc. No. 234 ;
Page No. 48 ;
Book No. 1 ;
Series of 2024.

[Handwritten signature]

ATTY. RYAN MUENAVISTA
NOTARY PUBLIC
DUMAGUETE AND MUNICIPALITIES OF SIBULAN,
BACONG, VALENCIA, DAUIN, ZAMBOANGUITA &
SIBON NEGROS ORIENTAL
SPP LIFETIME No. 08933
SERIAL No. 2023-057 VALID UNTIL DEC. 31, 2024
ROLL No. 12-14-1008
PTR No. 1177-05-00000-00000 NEGROS ORIENTAL
MCLE COMP. No. VII-000448 UNTIL APRIL 14, 2025