

MEMORANDUM OF AGREEMENT

Venue Rental and Accommodation for the Basic Meat Inspection Training Course

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 **NATIONAL MEAT INSPECTION SERVICE RTOC 7**, a Philippine Government agency, with office address at Maguikay, Mandaue City, Cebu, duly represented herein by its Director, **DR. ALVIN A. LEAL**, hereinafter, the "**NMIS RTOC 7**"

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 Basic Meat Inspection Training Course on August 5-30, 2024, where estimated of 20 participants and 2 training management team (TMT).

WHEREAS, the **NMIS RTOC 7**, has a facility to accommodate the said training.

WHEREAS, upon the request of the **ATI RTC-7**, the **NMIS RTOC 7**, 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

OBILGATIONS OF THE ATI RTC-7

- 1.1 The **ATI RTC-7** shall pay the **NMIS RTOC 7** the amount of **EIGHTY-TWO THOUSAND FIVE HUNDRED PESOS ONLY (Php 82,500.00)** 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 **NMIS RTOC 7** of any special arrangement with the outside entity done outside the terms and conditions of this agreement.

ARTICLE II

OBILGATIONS OF THE NMIS RTOC 7

- 2.1 The **NMIS RTOC 7** shall provide the venue and accommodation for the Basic Meat Inspection Training Course with the following features and amenities:
 - 2.1.1. Capacity to accommodate a maximum of 22 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 August 5-30, 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 August 5-30,2024;
- 2.1.7. Maximum of 15 persons per room; and
- 2.1.8. Clean and full airconditioned 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 **EIGHTY-TWO THOUSAND FIVE HUNDRED PESOS ONLY (Php 82,500.00)** shall be made one (1) to two (2) months 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 **NMIS RTOC 7** 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

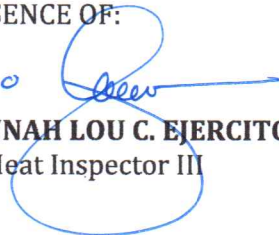
**NATIONAL MEAT INSPECTION SERVICE
RTOC 7**

By:


DR. ALVIN A. LEAL
Director II

SIGNED IN THE PRESENCE OF:


CARMELITA B. CASTILLO
Accountant I


HANNAH LOU C. EJERCITO
Meat Inspector III

ACKNOWLEDGMENT

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

CEBU CITY

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.	1925	Corella, Bohol

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 AUG 08 day of 2024 a _____ Philippines.
CEBU CITY

Doc. No. 141
Page No. 70
Book No. 5
Series of 2024.

ATTY. JOSEF ROMEO A. MARQUEZ
Notary Public for Cebu City
Until December 31, 2025
Notarial Commission No. 029-22
Rm. 508, Sugbute! Bldg.,
North Reclamation Area, Cebu City
IBP No. 369292 / Nov. 21, 2023 / Cebu
PTR No. CEB 2485272 / Nov. 13, 2023 / Cebu City
MCLE Compliance No. VIII-0002476 valid until April 14, 2028.
Roll No. 81535