

MEMORANDUM OF AGREEMENT(MOA)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is made and entered into this ____ day of ____ 2020 by and between:

The **SCHOOLS DIVISION OFFICE** of **KIDAPAWAN CITY** with office address at Quirino Drive cor. J.P. Laurel St., Brgy. Poblacion, Kidapawan City, Province of North Cotabato, Philippines, represented herein by its Schools Division Superintendent, **OMAR A. OBAS, CESO V**, Filipino, of legal age with the same office address ,(hereafter referred to as **"SDO"**);

-and-

The **NATIONAL DAIRY AUTHORITY** and its **REGIONAL DEPARTMENT**, with official office address at NDA Building, BAI Compound, Visayas Avenue, Barangay Vasra, Diliman, Quezon City and care of its Regional Department at c/o Kim's Milk Corporation, Km. 22, Brgy. Los Amigos, Tugbok District., Davao City represented herein by its Administrator, **MS. MARILYN B. MABALE** (hereafter referred to as **"SUPPLIER"**);

SDO and **SUPPLIER** shall be collectively called **"Parties"**;

WITNESSETH:

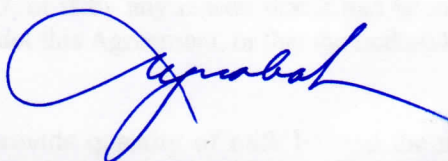
WHEREAS, the Department of Education (**DepEd**), through the Bureau of Learner Support Services – School Health Division (**BLSS-SHD**), is mandated to implement a nationwide School-Based Feeding Program (**SBFP**) pursuant to Republic Act No. 11037 also known as the "*Masustansiyang Pagkain para sa Batang Pilipino Act*" and the General Appropriations Act (**GAA**) for the Fiscal Years 2019 – 2020;

WHEREAS, Republic Act 11037 provides the inclusion of fresh milk or fresh milk-based products in the SBFP as additional component to hot meals;

WHEREAS, the DepEd and the National Dairy Authority (**NDA**) /Philippine Carabao Center (**PCC**) have agreed to embark on and implement a Milk Feeding Program (**"Program"** hereafter) pursuant to the mandate and objectives of R.A. No. 11037 and as a component of the National Feeding Program of the government;

WHEREAS, pursuant to DepEd Order No. 36, s. 2019, Guidelines on the Implementation of School-Based Feeding Program – Milk Feeding Program Component, **SDOs** shall have the responsibility of coordinating and directly dealing with the relevant island offices of the **NDA**, headquarters, genepool and regional centers of the **PCC** or any other relevant field offices of government and non-government unit or organization, as well as with the local dairy farms and/or cooperatives;

WHEREAS, the DepEd entered into a separate Framework Memorandum of Agreement (**framework MOA**) with **NDA** and **PCC** to govern their collaborative undertaking, define the policy and general framework of cooperation and coordination between the said parties, as well as the operational details in the implementation of the **Program**;



- 1.1 This Agreement shall govern the operative undertaking between the **Parties** in the implementation of the **Program**.
- 1.2 The **Parties** agree to cooperate and carry out their respective roles and responsibilities stated in this Agreement and in the **framework MOA** and comply with the Guidelines executed and issued for this **Program**.

Article II

FRAMEWORK OF COOPERATION AND OPERATION

- 2.1 A call-off **PURCHASE ORDER (PO)** shall be initiated by the **SDO** to prompt the supply and delivery of the fresh pasteurized milk and/or sterilized milk by the pertinent participating local dairy farms and/or cooperatives. A standard **PURCHASE ORDER Form** shall be exclusively used for this Program, a copy of which is attached hereto and made an integral part of this Agreement as "**Annex A**".
- 2.2 The **PO** shall be prepared by the **SDO** in accordance with the source/supply map jointly produced and approved by **DepEd, NDA and PCC**, a copy of which is attached hereto and made an integral part of this Agreement as "**Annex B**".
- 2.3 The Terms and Conditions indicated in the PO, specifying the quality standards, specifications, delivery and storage instructions, among others, shall strictly complied with by the **Parties**.
- 2.4 The **SUPPLIER** shall source its fresh pasteurized and/or sterilized milk supplies from local dairy farms and/or dairy cooperatives indicated in the approved source /supply map.
- 2.5 The **SUPPLIER** shall closely coordinate with the dairy farms and/or dairy cooperatives, as aforementioned, and monitor the production, processing and delivery of the procured milk products.

Article III

FUNDING ARRANGEMENTS

- 3.1 The **SDO** shall, in accordance with the provisions of the **framework MOA**, transfer in favor of the **SUPPLIER**, the funds to cover the purchase of the milk and/or milk-based products that were committed to be delivered to the former. The amount to be transferred shall be commensurate to and must be based on the data indicated in the **PO** for the supply and delivery of milk including the Service Fee of 2%. Such fund shall be held in trust by the **SUPPLIER** in accordance with the provisions of the **framework MOA** and this Agreement.
- 3.2 The **SUPPLIER** shall assess and collect a two percent (2%) Service Fee to be computed on the basis of the gross amount as stated in the weekly billing statement to cover administrative and overhead costs in the course of rendering the services contemplated in the framework MOA and in this Agreement. The Service Fee shall accrue to the **SUPPLIER** only after delivery, inspection and acceptance of the milk products at designated drop-off points.
- 3.3 The **SUPPLIER** shall immediately return, upon notice, the unexpended balance of the funds transferred upon termination of the **PO**, or if by any reason that it had become evident that it can no longer fulfill its commitment under this Agreement, or that the undertaking contemplated herein will no longer be pursued.
- 3.4 In the event the Supplier is able to provide quantity of milk beyond the minimum quantity indicated in the PO, a supplemental PO may be issued and additional funds may be transferred by the SDO to the said Supplier in accordance with the Guidelines herein set forth.

- 3.6 The submission of the final liquidation report shall be supported with the following documents: a) Report of checks issued and report of disbursement certified correct by the Accountant, approved by the Head of the NDA Field Department Office/PCC Regional Center/PCC National Headquarters and duly audited by the Auditor of the NDA Field Department Office/PCC Regional Center/PCC National Headquarters; b) Copy of Credit Notice issued by the Auditor of the NDA Field Department Office/PCC Regional Center/PCC National Headquarters, e) Copy of the OR issued for the refund unexpended/unutilized balance of fund transfer.

In the event that the Supplier is unable to submit the said supporting documents within 30 days from the last day of implementation of Milk Feeding Activity, the Supplier should officially inform the SDO through letter with an attached copy of the documents submitted for review and audit duly received by the Auditor's Office. The Supplier is given another 30 (thirty) days to comply with the requirements.

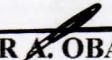
ARTICLE IV MONITORING AND EVALUATION

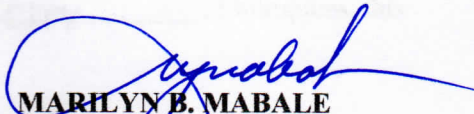
- 4.1 The **SDO** shall monitor the compliance of the **SUPPLIER** and the schools with the guidelines, terms and conditions of the PO, health and nutritional assessment and other complementary activities.
- 4.2 The **SDO** shall be responsible in the submission of monthly Status of Fund Utilization Report of the SBFP-Milk Feeding Program certified by the Division Accountant and approved by the Schools Division Superintendent to the DepEd Central Office – BLSS- SHD.
- 4.3 The **SDO** shall oversee the implementation of the SBFP and the compliance of the guidelines or other directives.

ARTICLE V MISCELLANEOUS PROVISIONS

- 5.1 Any change, modification or amendment of this Agreement shall be made in writing and signed by the duly authorized representatives of the Parties before effectivity hereof.
- 5.2 If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.
- 5.3 This operating Memorandum of Agreement shall take effect upon signing hereof and shall be considered terminated upon submission of the Program terminal report, unless earlier terminated or extended by the **Parties**.
- 5.4 NDA being a government owned and controlled corporation (GOCC) must comply with the Governance Commission for (GOCC's) Memorandum Circular No. 2018 – 02 on the mandatory review by the Office of the Government Corporate Counsel (OGCC) of its contracts. In accordance therewith, this agreement is subject to the review of the OGCC, and any changes, amendments, adjustments, additions and all other modifications deemed necessary by the OGCC to this agreement shall be for the consideration of the parties.

SIGNED, SEALED AND DELIVERED BY:


OMAR A. OBAS, CESO V
Schools Division Superintendent


MARILYN B. MABALE
NDA - Administrator

SIGNED IN THE PRESENCE OF:



JOHANNAH D. BANTAS
SDO's Witness


MARLON C. FLORES
OIC, Department Manager

APPROVED BY:


OMAR A. OBAS, CESO V
Schools Division Superintendent

CERTIFIED FUNDS AVAILABLE:


CHERILYN G. MATURAN, CPA
Accountant II

_____, _____) S.S.
DAVAO CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for **DAVAO CITY**, Philippines, this
 day of **SEP 01 2020** 2020 personally appeared:

NAME

GOVERNMENT ISSUED ID
 (Number, Issued On, Issued By)

OMAR A. OBAS, CESO V
 Schools Division Superintendent

6915 -WM17 CARD 7067-1901-007

MARILYN B. MABALE
 Administrator

Phil. Passport/14 Sept. 2018/DFA Davao
P8280 457 A

Known to me and to me known to be the same person/s who executed the foregoing instrument
 acknowledge to me that the same is the free and voluntary act and deed of the entities which they
 respectively responded.

The foregoing instrument is a **MEMORANDUM OF AGREEMENT** consisting of five (5) pages
 (exclusive of attachments), including this page on which this acknowledgment is written and signed by the
 parties hereto and their instrument witness on the left-hand margins of each and every page thereof.

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

Doc. No. 324
 Page No. 66
 Book No. 362
 Series of 2020.



MARLISA A. GALLO
 Notary Public
 Until December 31, 2021
 Notary Office, City Hall, Davao City
NOTARY PUBLIC
 PTR No. 95139C - 12-20-19 / D.C. (For 2020)
 IBP No. 107394 - 01-10-20
 Serial No. 2020-109-2021
 Roll of Attorney's No. 44,823