



Republic of the Philippines
Department of Education

MEMORANDUM OF AGREEMENT
No: 2019-05-BLR2(004)-BIII-NPAA014-MOA015

KNOW ALL PERSONS BY THESE PRESENTS:

12 6 JUL 2019

This Agreement, made on this _____ day of _____ 2019, by and between:

The **CULTURAL CENTER OF THE PHILIPPINES**, a government-owned and controlled corporation, created by virtue of Presidential Decree No.15, as amended, with principal office address at Roxas Boulevard, Pasay City, duly represented herein by its President, **ARSENIO J. LIZASO**, hereinafter referred to as the **CCP**;

and

The **DEPARTMENT OF EDUCATION**, a government agency created by virtue of Republic Act No. 9155, otherwise known as "Governance of Basic Education Act of 2001", with principal office address at DepEd Complex, Meralco Ave., Pasig City, duly represented herein by its Director IV, Officer-In-Charge of the Undersecretary for Curriculum and Instruction, **DIOSDADO M. SAN ANTONIO**, herein referred to as the **DepEd**;

(Collectively referred to as Parties)

WITNESSETH: That

WHEREAS, the DepEd, through the Bureau of Learning Resources (BLR), is in need of a supplier for the Procurement of Cultural Center of the Philippines (CCP) Encyclopedia of Philippine Art;

WHEREAS, the DepEd is responsible for promoting equity in and ensuring access of every Filipino to quality, equitable, culture-based, and complete basic education;

WHEREAS, the CCP is the premier Center of preserving, developing and promoting Filipino artistic and cultural content and has produced world-class performances, films, exhibitions, documentaries and other publication materials including the 2nd print edition of the CCP Encyclopedia of Philippine Art; the objectives of the CCP, pursuant to the Presidential Decree No. 15 issued on 7 October 1972, are: a) To construct, establish and maintain in a single site a national theater, a national music hall, an art gallery and such other buildings and facilities as are necessary or desirable for the holding of conferences, seminars, concerts and the like; (b) To awaken the consciousness of our people to our cultural heritage, and to encourage them to assist in its preservation, promotion, enhancement and development; (c) To cultivate and enhance public interests in, and appreciations of, distinctive Philippine arts in various fields; (d) To discover, assist and develop talents, connected with Philippine cultural pursuits and create greater opportunities for individual and national self-

expression in cultural affairs; and (e) To encourage the organization of cultural groups, associations or societies and the holding or staging of cultural exhibitions, performances and similar activities.

WHEREAS, the Encyclopedia shall be the most comprehensive and authoritative resource for Philippines arts and culture put together by the country's leading scholars and researchers;

WHEREAS, a collaboration between the CCP and the DepEd will enable the dissemination of the accomplishment of Philippine arts and culture to different public schools across the country;

WHEREAS, CCP certified that a) it represents a comprehensive and authoritative resource for Philippine arts and culture, put together by the country's leading scholars and researchers which shall be disseminated for free to different public schools across the country; and b) it complies with all the required general conditions as provided for in Annex H of the CY 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A) 9184;

WHEREAS, the printing of five hundred (500) sets of 12-volume 2nd print edition of the CCP Encyclopedia of Philippine Art were procured by DepEd, through the BLR, under the Resolution to Award No. 2019-05-BLR2(004)-BIII-NPAA-014;

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

1. THE PROJECT

The Parties agree to collaborate on the printing and distribution of Five Hundred (500) sets of the 2nd print edition of the CCP Encyclopedia of Philippine Art, a twelve (12) volume encyclopedia representing a comprehensive and authoritative resource for Philippine arts and culture, put together by the country's leading scholars and researchers which shall be disseminated for free to different public schools across the country.

2. DUTIES AND RESPONSIBILITIES

A. Of DepEd shall:

- 1) Provide funding in the amount not exceeding PESOS: FOURTEEN MILLION (Php14,000,000.00) to cover the cost of printing five hundred (500) sets of 12-volume 2nd print edition of the CCP Encyclopedia of Philippine Art;
- 2) Cause the distribution of the five hundred (500) sets of 12-volume 2nd print edition of the CCP Encyclopedia of Philippine Art to different schools nationwide for free and strictly for educational purposes;
- 3) Be responsible for placing the marking in all EPA books with "Not for sale, for educational use of DepEd only"; and
- 4) Be responsible for sending a final report to the CCP on the distribution of the Encyclopedia of the 2nd print edition of the CCP Encyclopedia of Philippine Art.

B. Of CCP shall:

1) Deliver to DepEd project site (#2332 Chino Roces Avenue Extension, National Nutrition Council Compound, Taguig City) five hundred (500) sets of 12-volume 2nd print edition of the CCP Encyclopedia of Philippine Art within sixty (60) days reckoned from the issuance of Notice to Proceed (NTP).

3. PAYMENT

Warranty of the Goods shall be three (3) months after acceptance of the Goods.

The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within thirty (30) calendar days after the date of acceptance of Goods at the project site and upon submission of the documents: (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; and (iii) Other documents as may be required by applicable government accounting and auditing rules and regulations.

Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or special bank guarantee in the amount equal to at least one percent (1%) of the Contract Price required in Section 62 of R.A. 9184 and its IRR.

4. INTELLECTUAL PROPERTY

All intellectual property rights of the CCP Encyclopedia of the Philippine Art shall be owned by the CCP and/or their own respective owners. CCP holds DepEd free and harmless from any and all liabilities arising from copyright infringement claims and/or any other intellectual property claims or suits from third parties relative to the published and delivered CCP Encyclopedia of the Philippine Art bearing the marking "Not for sale, for educational use of DepEd only".

5. DISPUTE RESOLUTION/VENUE

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Republic Act 9184 (R.A. No. 9184) and its IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation and, if necessary, by arbitration in accordance with applicable laws.

6. AMENDMENTS

This Memorandum may be amended in writing at any time by the mutual consent of the Parties.

7. SEPARABILITY CLAUSE

If any part of this Memorandum of Agreement shall for any reason be declared invalid and unenforceable, the remaining portion not affected therein shall remain in full force and effect as if the parties would not have executed this MOA had they known the invalidity or unenforceability thereof.

8. EFFECTIVITY CLAUSE

Commencement and Termination.

This Agreement shall take effect upon signing of the parties and shall terminate on _____ (or upon completion of the project).

IN WITNESS WHEREOF, the Parties have hereunto signed caused this Memorandum of Agreement to be signed, this _____, day of _____ 2019 at Pasay City.

DEPARTMENT OF EDUCATION

CULTURAL CENTER OF THE PHILIPPINES

By:

By:

DIOSDADO M. SAN ANTONIO
Director IV
Officer-In-Charge, Undersecretary
Curriculum and Instruction

ARSENIO J. LIZASO
President

Signed in the presence of:

EDEL B. CARAG
Director III
Officer-In-Charge, Director IV
Department of Education

CHRIS B. MILLADO
Vice-President and Artistic Director
Cultural Center of the Philippines

pcw# 003
Cont. Appra.

FUNDS AVAILABLE: ₱14,000,000

310200 1000 400- ₱ 14,000,000 --

ALLOTMENT AVAILABLE

MA. RHUNNA L. CATALAN
Chief Accountant

SELWYN C. BRIONES
Supervising Administrative Officer
OIC, Budget Division

ACKNOWLEDGMENT

Republic of the Philippines }
Pasay City } s.s.

BEFORE ME, a Notary Public for and in the above-jurisdiction this 26 JUL 2019 day of _____, 2019, personally appeared the following persons and presented to me competent proofs of their identities:

	Gov't. ID	Place/Date of Issue	Valid Until
DIOSDADO M. SAN ANTONIO	<u>EC7837644</u>	<u>MANILA</u>	<u>5/27/2021</u>
ARSENSIO J. LIZASO	<u>EC6243049</u>	<u>DFA MANILA</u>	<u>12/16/2020</u>

known to me and to me known as the same persons who executed the foregoing instrument and they acknowledged before me that the same is their free and voluntary act as well as that of the institution they represent.

This instrument, consisting of five (5) pages including this page whereon this acknowledgement is written, refers to a Memorandum of Agreement between the Department of Education and the Cultural Center of the Philippines, which has been signed by the Parties with their instrumental witnesses at the bottom of the instrument and on the left hand margin of each and every page thereof.

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

Notary Public

Doc. No. 600
Page No. 6
Book No. 12-B
Series: 19

ATTY. JOSE FLORE P. CRISOLOGO
Notary Public
Until December 31, 2019
Adm. Matter No. (IP-088 (2018-2019))
PTR No. 7574918-C/01-28-2019 Q.C
IBP Lifetime No. LRN-03688
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