



PROJECT: Printing Of Various DepEd Brochures/Magazines
 (Batch 2)

MOA NO.: 2019-12-USEC1(012)-BV-NPAA-114 - MOA098

MEMORANDUM OF AGREEMENT (MOA)

THIS Agreement is made and entered into this ____ day of _____ 2020
 by and between: **FEB 14 2020**

The **DEPARTMENT OF EDUCATION**, a government entity mandated by law, particularly B. P. 232 otherwise known as the "Education Act of 1982", as amended by Republic Act No. 9155, otherwise known as "Governance of Basic Education Act of 2001" with office address at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Administration, **ALAIN DEL B. PASCUA**, as per Department Order No. 67, s. 2016, herein referred to as "**DEPED**";

And

The **APO PRODUCTION UNIT, INC.**, a government corporate entity and a Recognized Government Printer (RGP), with Corporate Powers (GICP) pursuant to Republic Act No. 101419 otherwise known as "GOCC Governance Act of 2011," with principal address at 2nd Floor, Philippine Information Agency Building (PIA), Visayas Avenue, Barangay Basra, Quezon City, represented herein by its Chairman and President, **MICHAEL J. DALUMPINES**, herein referred to as "**APO PRODUCTION**".

DEPED and **APO PRODUCTION** are collectively called "**PARTIES.**"

WITNESETH: That

WHEREAS, DEPED, through the Office of the Undersecretary for Administration, is in need of a servicing agency for the printing of the above-mentioned project;

WHEREAS, APO PRODUCTION submitted a Certification dated November 13, 2019 which states that: (i) it has the mandate to undertake the printing of five (5) kinds of DepEd Brochures (Digital Rise, Strengthening Resilience in Basic Education, Last Mile Schools, School Sports, and Indigenous Peoples Education) of **DEPED**, it being an RGP mandated to print Accountable Forms, and sensitive high quality/volume printing requirements for the government and its agencies; (ii) it owns and has access to the necessary tools and equipment necessary to exercise and fulfill its mandate; (iii) it has the absorptive capacity to undertake the aforementioned requirements of DepEd; and, (iv) it shall not engage the services of sub-contractors, as provided for in Section 53.5 and Annex "H" Consolidated Guidelines for the Alternative Methods of Procurement, of the 2016 Revised Implementing Rules and Regulations (IRR) of R.A. 9184 on Agency-to-Agency Procurement;

[Signature]
DOMINIC F. TAJON
 Sales and Marketing
APO PRODUCTION's Witness

[Signature]
MICHAEL J. DALUMPINES
APO PRODUCTION

[Signature]
MENARD M. ALSTRA
DEPED's Witness

[Signature]
ALAIN DEL B. PASCUA
DEPED



DOMINIC F. TAJON
Sales and Marketing Manager

APO PRODUCTION's Witness

WHEREAS, the services of APO PRODUCTION were procured by DEPED through the Office of the Undersecretary for Administration, under Resolution to Award No. 2019-12-USEC1(012)-BV-NPAA-114 dated December 10, 2019.

NOW THEREFORE, PREMISES CONSIDERED, the Parties hereby agree as follows:

I. DURATION OF ENGAGEMENT

This Agreement shall take effect immediately upon signing and shall end upon complete delivery of the items to DEPED.

II. DUTIES AND RESPONSIBILITIES

Of DEPED

1. Shall provide the content and layout of the brochures to APO PRODUCTION ready for printing; and
2. May give instructions in addition to what was provided under the Technical Specifications.

Of APO PRODUCTION

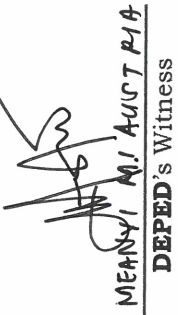
1. Shall strictly comply with the Technical Specifications. Should the goods and services fail to conform with the technical specifications, APO PRODUCTION shall replace or make the necessary adjustments/corrections to meet the requirement. Cost of Non-compliant goods not replaced or adjusted/corrected by APO PRODUCTION shall be deducted from the contract price.
2. Pack the brochures per bundle - one hundred (100) copies per bundle.
3. Deliver the goods to DEPED Central Office within fifteen calendar days (15) from receipt of the Notice to Proceed (NTP).

III. DEPED shall pay APO PRODUCTION the agreed amount of PHILIPPINE PESOS ONE MILLION EIGHT HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED EIGHTY and 00/100 (Php1,874,480.00), detailed as follows:

Name of Brochure	No. of Copies	Amount (php)
1. Digital Rise	4,000	1,874,480.00
2. Strengthening Resilience in Basic Education	4,000	
3. Last Mile Schools	4,000	



MICHAEL J. DALUMPINES
APO PRODUCTION



MERYN M. AUGUST
DEPED's Witness



ALAIN DELA PASCUA
DEPED

[Handwritten signature]

DOMINIC F. TAJON
Sales and Marketing Manager

APO PRODUCTION's Witness

4. School Sports	4,000	
5. Indigenous Peoples	4,000	

The methods and conditions of payment to **APO PRODUCTION** shall be made in accordance with the existing Government disbursement procedures, and shall be made as follows:

1. **Fifty percent (50%)** of the total contract price shall be paid to **APO PRODUCTION** upon Fifty percent (50%) delivery of the items and upon acceptance of such delivery by **DEPED**; and
2. Full payment of the balance shall be paid to **APO PRODUCTION** upon full delivery and acceptance of such delivery by **DEPED**.

IV. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights and all printed brochures/materials, including all raw data and/or processed assessed data created by this Memorandum of Agreement shall be owned by **DEPED**. **APO PRODUCTION** 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 this Memorandum of Agreement.

V. DATA PRIVACY, SECURITY AND NON-DISCLOSURE CLAUSE

APO PRODUCTION acknowledges that this Agreement is dependent on the trust and confidence reposed on it by **DEPED**. It also acknowledges that, in the course of carrying out the duties under this Agreement, it may receive documents, or become privy to confidential matters and/or sensitive discussions with or between **DEPED** official (the "Confidential Information"), it shall comply with the relevant provisions of the Data Privacy Act of 2012, its Implementing Rules and Regulations and pertinent circulars of the National Privacy Commission. **APO PRODUCTION** shall not use any confidential information, or make copy, record, duplicate any document or reduce it into writing, without the prior written consent of **DEPED**, acquired during the term of this agreement, unless otherwise provided by law.

VI. AMENDMENTS

All amendments to this Agreement shall be made in writing and signed by the duly authorized representatives of the Parties, subject to the requirement for contract amendment under Republic Act No. 9184 and its revised Implementing Rules and Regulations (IRR).

[Handwritten signature]
MICHAEL J. DALAMPINES
APO PRODUCTION

[Handwritten signature]
MIEANVI M. ALUSTRIA
DEPED's Witness

[Handwritten signature]
ALAIN DEL ROSARIO
DEPED

[Handwritten signature]

DOMINIC F. TAJON
Sales and Marketing Manager

APO PRODUCTION's Witness

VII. MISCELLANEOUS

DEPED shall have the right to engage the services of other service providers, at any time at its sole discretion, for records that have not been referred to APO PRODUCTION.

DEPED reserves the right to amend any of the above terms and conditions upon written notice to APO PRODUCTION. Such changes shall become effective and binding upon APO PRODUCTION in the event it does not object or reply to such written notice within a period of ten (10) days from APO PRODUCTION's receipt of said notice.

VIII. TERMINATION and BREACH OF SECURITY

Breach of Security during the printing and delivery period resulting to leakage of confidential contents, should there be any, will result to forfeiture of the entire value of the contract and termination thereof.

This Memorandum of Agreement shall also be terminated by mutual agreement of the Parties and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

IX. LIQUIDATED DAMAGES

The APO PRODUCTION shall be liable for the damages for failure to deliver any or all of the goods and/or delay in its performance of the services within the period specified in this Contract and under applicable law, deduct from the contract price as liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay. DEPED shall deduct the liquidated damages from any money due or which may become due to the APO PRODUCTION, or collect from any of the securities or warranties posted by the APO PRODUCTION, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, DEPED may rescind or terminate this Contract without prejudice to other courses of action and remedies open to it.

X. SETTLEMENT OF DISPUTES

The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No.

[Handwritten signature]
MICHAEL J. DALUMPINES
APO PRODUCTION

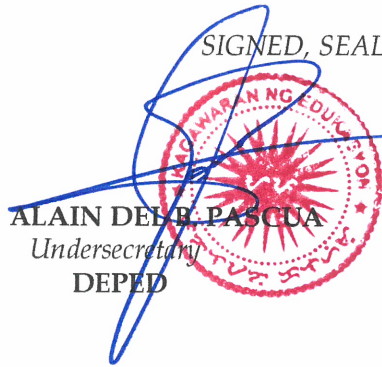
[Handwritten signature]
MERAVI M. ALUNTIA
DEPED's Witness

[Handwritten signature]
ALAIN DEL B. PASCUA
DEPED

242¹ and Executive Order No. 292.² Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

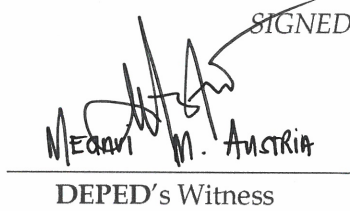
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL R. PASCUA
Undersecretary
DEPED


MICHAEL J. DALUMPINES
President
APO PRODUCTION

SIGNED IN THE PRESENCE OF:

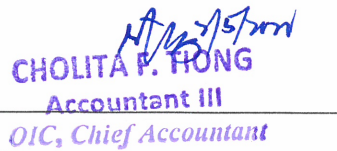

M. AUSTRIA
DEPED's Witness


DOMINIO F. TAJON
Sales and Marketing Manager
APO PRODUCTION's Witness

APPROVED BY:


ATTY. SALVADOR C. MALANA III
Assistant Secretary for Procurement and Administration

CERTIFIED FUNDS AVAILABLE: ₱1,874,480.00


CHOLITA F. TIONG
Accountant III
OIC, Chief Accountant

1 Prescribing the Procedure for Administrative Settlement or Adjudication of Disputes, Claims and Controversies Between or Among Government Offices, Agencies and Instrumentalities, Including Government-Owned and Controlled Corporations, and for Other Purposes.

2 Administrative Code of 1987

[Signature]
DOMINIC F. TAJON
Sales and Marketing Manager

APO PRODUCTION's Witness

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY, Philippines,
this ___ day of FEB 14 2020 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

ALAIN DEL B. PASCUA
Undersecretary
DEPED

MICHAEL J. DALUMPINES
President
APO PRODUCTION

[Signature]
MICHAEL J. DALUMPINES
APO PRODUCTION

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

The foregoing instrument is a MEMORANDUM OF AGREEMENT consisting of six (6) 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 margin of each and every page hereof.

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

Doc. No. 307 ;
Page No. 61 ;
Book No. 180 ;
Series of 2020.

[Signature]
MICHAEL M. MASTRIP
DEPED's Witness

NOTARY PUBLIC

[Signature]
ATTY. JASON D. DE BELEN
ROL No. 36259
Adm. No. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.
IBF AR No. 13154868; QC 1-2-2020
PTR No. 9269808 ; QC 1-2-2020
MCLE VI-0022012; 4-14-22

[Signature]
ALAIN DEL B. PASCUA
DEPED