



MEMORANDUM OF AGREEMENT
 2024-AdmS5(005)-BI-NPAA0012a-M002

KNOW ALL MEN BY THESE PRESENTS:

SEP 30 2024

This Agreement is made and entered into and executed this ___ day of _____ 2024, by and between:

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 the "Governance of Basic Education Act of 2001", with office address at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Director III, Officer-in-Charge, Administrative Service, **DIR. ELLA CECILIA G. NALIPONGUIT**, (hereinafter referred to as "**DEPED**");

- and -

The **PHILIPPINE POSTAL CORPORATION**, a government-owned and controlled corporation created and existing under Republic Act No. 7354, otherwise known as the Postal Service Act of 1992, with office address at 3rd Floor, Manila Central Post Office Building, Magallanes Drive, Liwasang Bonifacio, Barangay 659-A, Ermita, Manila, represented herein by its Postmaster General and CEO, **LUIS D. CARLOS** (hereinafter referred to as "**PHLPOST**");

DEPED and **PHLPOST** shall be collectively called "**PARTIES**";

WITNESSETH:

WHEREAS, DEPED, through the Administrative Service-Records Division (AS-RD), is in need of a service provider for the mailing services of DepEd Central Office (hereinafter referred to as "**PROJECT**");

WHEREAS, PHLPOST is the sole government entity mandated under the laws of the Philippines, among other responsibilities and functions, to provide for the collection, handling, transportation, delivery, forwarding, returning, and holding of mails, and like materials, throughout the Philippines, and, pursuant to agreement entered into, to and from foreign countries;

WHEREAS, PHLPOST signified its intention and capability to undertake the Project through a Certification which states among others that it has the mandate to render the services required for the **PROJECT**, that it has the absorptive capacity to undertake the **PROJECT**, that it owns or has access to all the necessary tools and equipment required for the **PROJECT**, and that it will not sub-contract the **PROJECT**;

WHEREAS, Negotiated Procurement – Agency to Agency is provided under Section 53.5 of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 also known as the Government Procurement Reform Act, for the procurement of goods and services from another agency of the Government of the Philippines (GOP), as an alternative mode of procurement;

PHLPOST's Witness

LUIS D. CARLOS
 PHLPOST

DEPED's Witness

DIR. ELLA CECILIA G. NALIPONGUIT
 DEPED

Handwritten initials

WHEREAS, the services of **PHLPOST** were procured by **DEPED** under Resolution to Award No. 2024-AdmS5(005)-BI-NPAA-012a dated 08 May 2024;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements, the **PARTIES** do hereby agree as follows:

Section 1. Scope and Duration of Agreement

- 1.1 This Agreement sets forth the terms and conditions in which the **PARTIES** undertake to perform their respective obligations for the **Procurement of Service Provider for the Mailing Services of DepEd Central Office (NP-AA)**;
- 1.2 The duration of this Agreement shall be **12 months** upon receipt of Notice to Proceed (NTP), or until the contract amount shall have been exhausted/utilized – whichever is earlier, unless sooner terminated by any of the two parties, subject to the requirements of Republic Act No. 9184 and its Revised Implementing Rules and Regulations.

Section 2. Statement of Consideration

- 2.1 For and in consideration of the services rendered, **DEPED** shall pay **PHLPOST**, in accordance with Section 5 hereof, a total amount not exceeding **PHILIPPINE PESOS FIVE HUNDRED THOUSAND AND 00/100 (PHP500,000.00) ONLY**, inclusive of VAT.

Section 3. Scope of Services


- 3.1 The services contemplated in this Agreement shall be performed in accordance with the following scope and requirements:
 - 3.1.1 **PHLPOST** shall pick-up all mails of **DEPED** at AS-RD, DepEd Central Office from Monday to Friday at 2:00 p.m. to 4:00 p.m, except on fortuitous events that may prevent or cause delay on the schedule of pick-up.
 - 3.1.2 **PHLPOST** shall deliver all mails of **DEPED** to all Cities in the National Capital Region and in the following provinces which are covered areas of delivery service:

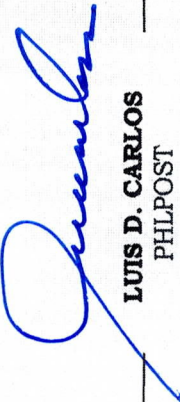
- | | | |
|---------------------|---------------------|---------------------------|
| 1. Abra | 28. Davao del Norte | 55. Negros Oriental |
| 2. Agusan del Norte | 29. Davao del Sur | 56. Northern Samar |
| 3. Agusan del Sur | 30. Davao Oriental | 57. Nueva Ecija |
| 4. Aklan | 31. Dinagat Islands | 58. Nueva Vizcaya |
| 5. Albay | 32. Eastern Samar | 59. Palawan |
| 6. Antique | 33. Guimaras | 60. Pampanga |
| 7. Apayao | 34. Ifugao | 61. Pangasinan |
| 8. Aurora | 35. Ilocos Norte | 62. Quezon |
| 9. Basilan | 36. Ilocos Sur | 63. Quirino |
| 10. Bataan | 37. Iloilo | 64. Rizal |
| 11. Batanes | 38. Isabela | 65. Romblon |
| 12. Batangas | 39. Kalinga | 66. Samar (Western Samar) |
| 13. Benguet | 40. La Union | |

AS CA

M.
PHLPOST's Witness
LUIS D. CARLOS
PHLPOST
MARILYN N. CUSI
DEPED's Witness
DIR. ELLA CECILIA G. NALIPONGUIT
DEPED

- | | | |
|-----------------------|------------------------|-------------------------|
| 14. Biliran | 41. Laguna | 67. Sarangani |
| 15. Bohol | 42. Lanao del Norte | 68. Siquijor |
| 16. Bukidnon | 43. Lanao del Sur | 69. Sorsogon |
| 17. Bulacan | 44. Leyte | 70. South Cotabato |
| 18. Cagayan | 45. Maguindanao | 71. Southern Leyte |
| 19. Camarines Norte | 46. Marinduque | 72. Sultan Kudarat |
| 20. Camarines Sur | 47. Masbate | 73. Sulu |
| 21. Camiguin | 48. Metro Manila | 74. Surigao del Norte |
| 22. Capiz | 49. Mindoro Occidental | 75. Surigao del Sur |
| 23. Catanduanes | 50. Mindoro Oriental | 76. Tarlac |
| 24. Cavite | 51. Misamis Occidental | 77. Tawi-Tawi |
| 25. Cebu | 52. Misamis Oriental | 78. Zambales |
| 26. Compostela Valley | 53. Mountain Province | 79. Zamboanga del Norte |
| 27. Cotabato | 54. Negros Occidental | 80. Zamboanga del Sur |
| | | 81. Zamboanga Sibugay |


PHLPOST's Witness


LUIS D. CARLOS
PHLPOST


MARILOU A. CUSI
DepEd's Witness


DIR. ELLA CECILIA G. NALIPONGUIT
DEPED

3.1.3 **PHLPOST** shall deliver the mails upon pick-up from **DEPED**.

3.1.4 **PHLPOST** shall handle mails in accordance with the following procedures:

3.1.4.1 Mail List Preparation

The DepEd Mailroom Staff will prepare and upload to the **PHLPOST** website the list of mails two hours prior to the scheduled pick-up. The DepEd Mailroom Staff will update the DocTrack Log reflecting the assigned tracking number and tracking site;

3.1.4.2 Packing and Labelling

DepEd Mailroom Staff will pack each mail in an envelope, seal and label it. Each sealed envelope must be placed in a plastic pouch provided by the **PHLPOST**;

3.1.4.3 Pick-up and Receipt

The **PHLPOST** will collect the mails in DepEd Office based on the prescribed schedule. A report containing the list of mails tracking number, weight, destination province, and cost shall be submitted to DepEd Mailroom Staff. Both the DepEd Mailroom Staff and the **PHLPOST** shall affix their signature on the report. Thereafter, the **PHLPOST** will assume the responsibility of the received DepEd Documents;

3.1.4.4 Tracking Log Updating

The **PHLPOST** must update the tracking information of the mails in their tracking site. The whereabouts of the mails may be traced.

3.15 **PHLPOST** shall deliver all mails of **DEPED** using the fastest means of transportation at a very reasonable cost with the following delivery standard commitment:

Products and Services	Delivery Standard Commitment within Locality (NCR)	Delivery Standard Commitment Intra-Regional	Delivery Standard Commitment Inter-Regional
Express Mail	1 to 2 Working Days (within committed areas)	1 to 2 working days	Within 3 working days
Registered Mail	1 to 2 working days	within 5 working days	Within 7 working days

Note: The period stated above may, however, be extended subject to fortuitous events and/or force majeure that may prevent or cause delay on the schedule of pick-up and delivery.

3.16 **PHLPOST** shall report to **DEPED**, through the DepEd Mailroom Staff, all undelivered or unsendable mails and immediately return the same. **PHLPOST** shall provide the reason for failure to deliver the mails.

3.17 **PHLPOST** shall assume accountability over the mails of **DEPED** in its possession and while in transit, and prevent the same from loss, pilferage, and damage.

3.18 **PHLPOST** shall fulfill other requirements, such as the following:

3.1.8.1 **PHLPOST** must cover at least 80% serviceable area, and shall submit the list of the same to **DEPED**.

3.1.8.2 **PHLPOST** shall indicate the name, address, and weight of the mails in the airway bill receipts of consignment note.

3.1.8.3 **PHLPOST** shall submit to **DEPED** a copy of the official receipt containing tracking number, printed name and signature of the recipient, date and time of receipt.

3.1.8.4 **PHLPOST** shall issue or provide a certification, proof, or status report of delivery of the mails upon request of AS-RD.

PHLPOST's Witness

PHLPOST
LUIS D. CARLOS
 PHLPOST

DEPED's Witness

DEPED's Witness
MARIJOU V. CUSI
 Chief Administrative Officer
 Division Office - DepEd Division Office - Marikina City

DEPED
DIR. ELLA CECILIA G. NALIPONGUIT
 DEPED

Handwritten initials/signature

- 3.1.8.5 **PHLPOST** shall use pigment-based ink for print permanence in writing the information on the proof of receipt and billing receipts.
- 3.1.8.6 **PHLPOST** shall provide a weighing scale which will be stationed at AS-RD, DepEd Central Office.
- 3.1.8.7 **PHLPOST** shall provide a hotline number, name of focal person, and/or website for immediate tracking of mails.
- 3.1.8.8 Exert due diligence and good faith in its commitment under this Agreement and adopt all reasonable measures to achieve the objectives of this Agreement.

Section 4. Monitoring and Evaluation

- 4.1 **DEPED**, through the AS-RD, shall monitor the compliance of **PHLPOST** with its roles and responsibilities under this Agreement and the Terms of Reference, and oversee the overall implementation of the **PROJECT**.

Section 5. Payment

- 5.1 Payment of services of **PHLPOST** shall be made on a monthly basis upon submission of a copy of Statement of Account/ Billing Statement and Certificate Mailing with the daily report containing the tracking number and proof receipt of the receiving person.

Section 6. Intellectual Property

- 6.1 All Parties shall comply with Republic Act No. 8293, otherwise known as the "Intellectual Property Code of the Philippines," as amended by Republic Act Nos. 9150, 9502 and 10372, and other applicable laws and rules governing intellectual property in the Philippines.

All intellectual property rights on the contents of mails pursuant to this Agreement shall be owned by **DEPED**. **PHLPOST** shall not, in any manner and for any purpose, use the contents of the mails beyond what is expressly allowed for the purpose of accomplishing the terms under this Agreement.

- 6.2 **DEPED** and **PHLPOST** mutually hold each other 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. Attribution shall be given to both Parties in accordance with law.

Section 7. Data Privacy, Security and Non-Disclosure Clause

7.1 Data Privacy and Confidentiality

- 7.1.1 Each Party in the performance of their respective duties and responsibilities under this Agreement and in the implementation thereof shall ensure the privacy and security of all confidential,

MARILOU J. CUSI
 DEPED's Witness
 LUIS D. CARLOS
 PHLPOST
 DIR. ELLA CECILIA G. NALIPONGUIT
 DEPED

privileged, personal, and/or sensitive personal information that the Parties, their officers, employees, and/or agents may have access to and shall store, use, process, and dispose the said information in accordance with RA No. 10173, otherwise known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations (IRR) and applicable National Privacy Commission Issuances.

7.1.2 This Clause shall survive even after the termination or expiration of this Agreement. Any violation of this clause and any of the provisions of said law and issuances shall be subject to the corresponding sanctions, penalties, and/or fine under the said law without prejudice to any other applicable civil and/or criminal liability.

7.2 Non-Disclosure

Any gathered data and information should be protected and respected during the term and even after the termination or expiration of this Agreement. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the Data Privacy Act of 2012 and applicable regulations

Both Parties cannot reproduce, share, or distribute data and information derived by reason of this Agreement to any third party, both local and international, without the express approval of both Parties.


The foregoing obligation on non-disclosure shall survive and subsist even after the expiration or termination of this Agreement.

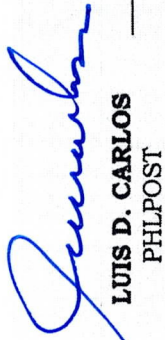
7.3 Security of Data and Information

The **PARTIES** shall, at all times, implement the appropriate and reasonable level of organizational, physical and technical security measures to ensure the confidentiality, integrity, and availability of any personal data that might be processed pursuant to this Agreement.

Section 8. Amendments

8.1 Both Parties may recommend in writing any revision, amendment, or addition of any terms or conditions in this Agreement, without additional cost and/or burden to **DEPED**, subject to prior notification to the other Party, and shall be deemed approved when confirmed in writing. Such amendments or revisions shall have the same effect as the original Agreement and shall form an integral part hereof. Any revision, amendment, or addition shall not prejudice the rights and obligations arising from or based on this Agreement before or up to the date of such revision, amendment, or addition. Any revision, modification, or addition must be compliant to the requirements under RA No. 9184 and its 2016 Revised IRR.


PHLPOST's Witness


LUIS D. CARLOS
PHLPOST

MARILOU L. CUSI
DEPED's Witness


DIR. ELLA CECILIA G. NALIPONGUIT
DEPED

Section 9. Miscellaneous Provisions

- 9.1 If any provision of this Agreement or any document executed in connection herewith is declared invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions of this Agreement, in so far as they are separable, as well as any agreements arising from the same, shall not be declared invalid, illegal, or unenforceable nor be affected and impaired thereby, and shall continue to be in full force and effect.
- 9.2 It is further stipulated and expressly understood that existing laws, guidelines, and rules and regulations shall be deemed to form part of this Agreement.
- 9.3 The Parties shall not assign or transfer this Agreement or any of the rights or obligations granted herein to any third party without the prior written consent of the other Party, and any purported assignment made without obtaining such written consent shall be null and void.

Section 10. Termination and Breach of Security

- 10.1 This Agreement may be terminated by a party upon 30 days written notice due to the other party's non-performance of its roles and responsibilities and/or non-compliance with the provisions of this Agreement.
- 10.2 The **PARTIES** may mutually and automatically terminate this Agreement upon completion of all responsibilities as stated herein unless otherwise amended.
- 10.3 The termination of this Agreement shall not affect the validity, duration, and completion of any project, program, activity, or contract that was already partially executed pursuant to this Agreement or by virtue of separate agreements, unless mutually agreed upon by the Parties.

Section 11. Liquidated Damages

- 11.1 **PHLPOST** shall be liable for the damages for failure and/or delay in its performance of the services required within the period specified in this Agreement. **DEPED** shall deduct from the contract price as liquidated damages one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until such services are finally performed. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the contract price, **DEPED** may terminate this Agreement without prejudice to other courses of action and remedies, subject to the provision on Section 10 hereof.

Section 12. Settlement of Disputes

- 12.1 The **PARTIES** shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as, but not limited to, mutual consultation and negotiation.


 PHLPOST's Witness


 LUIS D. CARLOS
 PHLPOST



 MARILOU A. CUSI
 DEPED's Witness

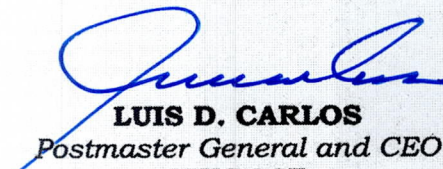

 DIR. ELLA CECILIA G. NALIPONGUIT
 DEPED

Should the **PARTIES** fail to reach an amicable settlement of their conflict/dispute, the same shall be submitted to arbitration in accordance with the "Uniform Rules on Dispute Resolution" under P.D. No. 242, as amended, for Government Agencies and Instrumentalities and GOCC issued by Department of Justice (September 26, 2015).


IN WITNESS WHEREOF, the **PARTIES** to this Agreement have hereunto affixed their signatures on the day and year first above written.

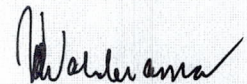
SIGNED, SEALED AND DELIVERED BY:


DIR. ELLA CECILIA G. NALIPONGUIT
Director III
Officer-in-Charge
Administrative Service-Office of the
Director
DEPED

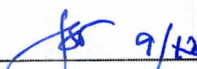

LUIS D. CARLOS
Postmaster General and CEO
PHLPOST

SIGNED IN THE PRESENCE OF:


MARILOU J. CUSI
DEPED's Witness


PHLPOST's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 500, 000.00



BIBIANA B. BUADO
Accountant III
OIC, Chief Accountant

REPUBLIC OF THE PHILIPPINES)

PASIG CITY (METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines,
this _____ day of 30 SEP 2024 2024 personally appeared:

NAME

DIR. ELLA CECILIA G. NALIPONGU.
Director III
Officer-in-Charge
Administrative Service-Office of the
Director
DEPED

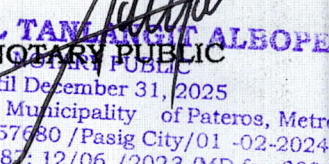
GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
K02-08-005619, 2022-07-29
LAND TRANSPORTATION OFFICE

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a MEMORANDUM OF AGREEMENT consisting of ten (10) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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

Doc. No. 115;
Page No. 29;
Book No. X-411
Series of 2024.


ATTY. NEIL TANLANGIT ALBOPERA
NOTARY PUBLIC
Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357680 / Pasig City/01 -02-2024
IBP No. 325487; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242 -007-260-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 0977 -634-4229

REPUBLIC OF THE PHILIPPINES)

CITY OF MANILA, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for CITY OF MANILA, Philippines,
this ____ day of 19 SEP 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

LUIS D. CARLOS

Postmaster General and CEO
PHLPOST

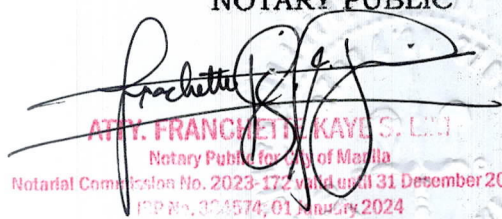
Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a MEMORANDUM OF AGREEMENT consisting of ten (10) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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

Doc. No. 207;
Page No. 46;
Book No. ✓;
Series of 2024.

NOTARY PUBLIC



ATTY. FRANCHETTE KAYE S. LINA
Notary Public for City of Manila
Notarial Commission No. 2023-172 valid until 31 December 2025
ICP No. 304574, 01 January 2024
PTR No. MIA-1511448, 03 January 2024
MCLE Compliance No. M-0012804 valid until 13 April 2025
Roll No. 73321
Unit 303 RHC Building, Victoria St. cor Basco St.
Intramuros Manila

Handwritten initials and signature