

## MEMORANDUM OF AGREEMENT

### KNOW ALL PERSONS BY THESE PRESENTS:

This Agreement is made and entered into this 26 day of April 2023, at the City of Manila, Philippines, by and between:

The **DEPARTMENT OF ENERGY (DOE)**, a government agency duly organized and existing under Republic Act No. 7638, as amended with principal office at the Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, and represented herein by its Director, Admin. Service, **ELISA B. MORALES**, hereinafter referred to as the "**DOE**";

- and -

The **PHILIPPINE POSTAL CORPORATION (POST OFFICE)**, a government owned and controlled corporation organized and existing by virtue of Republic Act No. 7354, with principal office at Manila Central Post Office Building, Magallanes Drive, Liwasang Bonifacio, Brgy. 659-A, Ermita, 1000 Manila, Philippines, represented herein by its Postmaster General and CEO, **NORMAN N. FULGENCIO**, and hereinafter referred to as "**Post Office**".

The DOE and PHLPOST are hereinafter collectively referred to as "**PARTIES**" and individually referred to as "**PARTY**".

### WITNESSETH, that:

**WHEREAS**, **Post Office** is the only government-owned and controlled corporation mandated among others to issue and sell postage stamps and to provide for the collection, handling, transportation, delivery, forwarding, returning and holding of mails, and parcels throughout the Philippines to and from foreign countries.

**WHEREAS**, **DOE** entered into an Agreement with **Post Office** through Negotiated Procurement (Agency to Agency), as an alternative method of procurement in as much as the **Post Office** is the only government agency tasked to supply the Goods.

**WHEREAS**, **DOE** would like to avail **Post Office's** services for Ordinary, Registered and Express Mail Services for domestic and foreign mails and parcels under the Postage Charge Account (PCA) mode of payment.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and for valuable consideration, the Parties have agreed as follows:

1. **Post Office** shall supply postage stamps and/or metered stamps for the delivery of **DOE's** mail, documents, parcels and other items requiring the delivery service of **Post Office**.
2. **DOE** shall fill up an application form for Postage Charge Account (PCA) and shall pay an annual fee of Php1,680.00 inclusive of VAT as mail permit fee.
3. **DOE** shall prepare Mailing Lists in four (4) copies for each type of mails indicating control number, addressee, address, and amount of postage used for each mail based on the **Post Office** approved postage rate and charges.
4. **Post Office** shall acknowledge the receipt of Mailing Lists which shall be the basis for the computation of charges. **Post Office** shall notify **DOE** within 24 hours after receipt of the

mails for posting should any discrepancy arise as to the actual charges to be collected from **DOE**.

5. **DOE** shall be granted credit limit equivalent to three months average mailing expenses. Once the credit limit has been consumed and no payment has been made, the credit account of the client shall be suspended and processing of mails shall be on cash basis. To avoid occurrence of the scenario, **Post Office** may notify client once the credit limit reaches 50%.
6. **DOE and Post Office shall both** be responsible for the monitoring of the implementation of this Agreement, taking into consideration both the effectivity and duration of the Agreement, and the Approved Budget for the Contract.
7. **DOE and Post Office shall both** be responsible for initiating the procurement process for a new MOA, or if applicable, for the extension of the current MOA in accordance with Appendix 24 of the 2016 Revised Implementing Rules and regulations of R.A. 9184 as the case may be.
8. **Post Office** reserves the right to discontinue rendering the services or to refuse acceptance of mails under this MOA should the same go beyond the agreed duration of the contract without any MOA or any extensions having entered into.
9. Similarly, **Post Office** reserves the right to discontinue rendering the services or to refuse acceptance of mails under this MOA should the Approved Budget for the Contract (ABC) of **NINE HUNDRED NINETY THOUSAND PESOS ONLY (Php990,000.00)** be fully consumed by the **DOE**, and the absence of a new Agreement to cover the additional requirement beyond ABC. This may be accomplished either through Repeat Order (Section 51) or through a new Agency-to-Agency Agreement (Section 53) of the 2016 Revised Implementing Rules and Regulations of R.A. 9184.
10. **Post Office** shall bill **DOE** on a monthly basis. If no comment(s) are received from **DOE** within five (5) working days upon the receipt of the Billing Statement together with the supporting documents, the same shall be considered correct and payment shall be made within ten (10) working days upon receipt.

For billings with corrections, payment shall be made within ten (10) working days upon receipt of the corrected billing statements/supporting documents.

11. Any unpaid account for thirty (30) days after receipt of billing statement shall be considered delinquent and the service shall be suspended immediately. Mails posted shall be on cash basis only until past due accounts are paid.

In case of delay in payment, **DOE** shall be charged a penalty of 0.1% (.001) of the outstanding balance to be imposed every day of delay of payment by **DOE**.

12. **Post Office** shall be paid upon submission of the documentary requirements enumerated as follows:
  - a.) Billing Invoice/Statement of Account for the month period;
  - b.) Certificate of Mailing/ Bill of Lading; and
  - c.) Mailing List

It is understood by the parties that only the foregoing documents shall be required by **DOE** for purposes of payment.

13. Payment shall be subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding Tax on VAT of five percent (5%).
14. **DOE** shall provide **Post Office** with BIR Form 2306 and 2307 for every payment made.

15. This Agreement shall be valid for a period of **one (1) year** commencing on **January 01, 2023** and ending on **December 31, 2023** and renewable yearly upon the submission of an application form for PCA and maybe extended upon agreement of the parties unless otherwise terminated earlier upon thirty (30) days prior written notice. Any amendment to this Agreement shall take effect only upon mutual consent of both Parties.
16. However, in case of default, any party have the right to pre-terminate this Contract in whole or in part by serving a written notice 15 days prior to the intended date of termination. In relation thereto, the defaulting party shall have a 15-day period within which to conduct remedial measures to cure the alleged default or breach as defined herein.
17. The termination of this Agreement, for any reason, shall not release either Party from any of its accrued obligations.
18. No party shall be held responsible for, and will be excused from any delay or failure in its performance hereunder, other than for payment of money, caused by any labor dispute, government requirement, act of God, or other causes beyond its control.
19. **Post Office** shall apprise **DOE** of all relevant information and future developments in the postal business, whenever necessary, possible and practicable.
20. In case of disputes, claims and controversies due to non-compliance with the terms of this Agreement, **Post Office** and **DOE** agree to submit to voluntary arbitration before resorting to court action following the pertinent provisions of Presidential Decree No. 242 or the Procedure for Administrative Settlement or Adjudication of Disputes, Claims and Controversies between or among Government Offices, Agencies and Instrumentalities, including Government-Owned or Controlled Corporations, and for other purposes and/or the Implementing Rules and Regulations of R.A 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004, where applicable. Any dispute arising out of or in connection with this MOA wherein a case was filed in court without first going to arbitration shall cause the dismissal of the case already filed."
21. Any or all actions arising from this Contract, which any party may institute shall be brought exclusively before the proper courts in the City of Manila.
22. Any and all taxes, charges and other legal exactions arising by virtue of this Agreement shall be for the Account of **Post Office**. It is further understood that the **DOE** shall collect and withhold all applicable taxes, if any, and if deems necessary from the payments to **Post Office** under this Agreement pursuant to the requirements of the laws.
23. Should any provision of this Agreement be held void, invalid or unenforceable, such other provisions not affected thereby shall remain in full force and effect.
24. This Agreement shall be subject to the pertinent provisions of R.A. No. 9184, otherwise known as the Government Procurement Reform Act, its implementing rules and regulations, and other related laws, rules and regulations.
25. Any query/concern as to the implementation of this Agreement shall be coursed through the following contact persons on the details provided

	DOE	POST OFFICE
Principal Name: Position: Office: Contact No.:	Imelda M. Roxas OIC-Chief Records Management Division 8479-2900 loc. 411 / 203	Marilyn Alcoy Manager SSD Mega Manila 85270147
Alternate Name: Position:	Nida B. Obusan Administrative Officer III	Jeffrey P. Catayong OIC - Chief

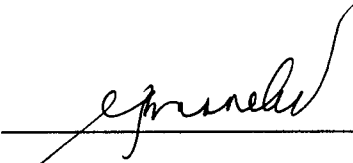
Office: Contact No.	Records Management Division 8479-2900 loc. 407	Marketing Mega Manila 85270135
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26. The parties hereby warrant that they have not offered or paid directly any government officials, agency or instrumentality, or employee thereof, any consideration, commission, or gift to secure this contract. Any violation of this warranty shall constitute a sufficient ground for rescission or cancellation of this contract without prejudice to the filing of civil or criminal actions under the Anti-Graft and Corrupt Practices Act and other applicable laws.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ in the City of \_\_\_\_\_, Philippines.

DEPARTMENT OF ENERGY


PHILIPPINE POSTAL CORPORATION

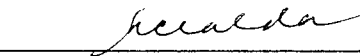
  
**ELISA B. MORALES**  
Director, Admin. Service

  
**NORMAN N. FULGENCIO**  
Post Master General and CEO

SIGNED IN THE PRESENCE OF

  
**ATTY. ARTHUR T. TENAZAS, CESO IV**  
Director, Legal Services

  
**OLIVIA M. VALDERAMA**  
Area Director, Mega Manila Area

  
**HELEN C. ROLDAN**  
OIC-Division Chief, Accounting Division

CAF NO. 01-23-03-045  
CAF DAK. March 22, 2023  
REGULAR AGENCY FUND  
P 900,000.00

PHILIPPINE POSTAL CORPORATION  
PAID  
LEGAL INSTRUMENT  
JAN 26 2023  
ATTY. ROBERT S. BARCEL  
DATE: JAN 26 2023

ACKNOWLEDGEMENT

Republic of the Philippines )  
City of Manila ) SS


BEFORE ME, A NOTARY PUBLIC, for and in Manila this \_\_\_\_ day of 28 APR 2023  
personally appeared the following:

**NORMAN N. FULGENCIO**  
Passport No. Driver's License No. N03-88-057363  
Issued at \_\_\_\_\_  
Issued on \_\_\_\_\_

known to me and to me known to be the same person who executed the foregoing Agreement and he acknowledged to me that the same is this free and voluntary act and deed and that of the entity he represents.

This instrument consisting of six (6) pages, including this page on which this acknowledgment is written has been signed on each and every page hereof by the Parties and their instrumental witnesses and sealed with my notarial seal.

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

  
**ATTY. RODRIGO V. ALMONTEROS**  
NOTARY PUBLIC  
Until December 31, 2024  
1626 Estrada Street, San Andres, Manila  
IBP OR No. 248072(2023) 9-23-2022/MLA  
PTR No. 0852227/1-03-2023/MLA  
MCLE Compliance No. VII-0007108/4-14-2025  
Attorney's Roll No. 34272

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Page No. 43  
Book No. 76  
Series of 2023.



ACKNOWLEDGEMENT

Republic of the Philippines )  
City of Manila ) SS


BEFORE ME, A NOTARY PUBLIC, for and in Manila this 28 day of APR 2023  
personally appeared the following:

**ELISA B. MORALES**  
Passport No. Drivers License No. N25-99-059361  
Issued at valid until 3/3/2032  
Issued on \_\_\_\_\_

known to me and to me known to be the same person who executed the foregoing Agreement and he  
acknowledged to me that the same is this free and voluntary act and deed and that of the entity he represents.

This instrument consisting of six (6) pages, including this page on which this acknowledgment is  
written has been signed on each and every page hereof by the Parties and their instrumental witnesses and  
sealed with my notarial seal.

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

  
**ATTY. ISIDRO V. ALMENTEROS**  
NOTARY PUBLIC  
Until December 31, 2024  
1626 Estrella Street, San Andres, Manila  
IBP OR NO. 248072(2023) 9-23-2022/MLA  
PTR No. 0862227/1-03-2023/MLA  
MCLE Compliance No. VII-0007108/4-14-2025  
Attorney's Roll No. 34272

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