

MEMORANDUM OF AGREEMENT

03 APR 2024

KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is made and entered into this 06 MAY 2024 day of CITY OF MANILA 2024, at the City of _____, Philippines, by and between:

The **DEPARTMENT OF ENERGY**, 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, duly represented herein by its Administrative Services Director, **ELISA B. MORALES**, hereinafter referred to as the "**DOE**";

-and -

The **PHILIPPINE POSTAL CORPORATION**, 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, Manila, Philippines, represented herein by its Postmaster General and CEO, **LUIS D. CARLOS**, and hereinafter referred to as "**PHLPOST**".

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

WITNESSETH, that:

WHEREAS, **PHLPOST** 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** will engage the services of **PHLPOST** through Negotiated Procurement pursuant to Sec 53.5 (Agency to Agency) of the Implementing Rules and Regulations (IRR) of Republic Act No. (RA) 9184.

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

Section I. Purpose

This MOA outlines the terms and conditions for the DOE to avail of PHLPOST's services for ordinary, registered, and express mail services for both domestic and foreign mails and parcels under the Postage Charge Account (PCA) scheme.

Section II. Responsibilities of the Parties

A. DOE shall the perform the following:

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1. Secure a Postage Charge Account (PCA) and pay the necessary annual fee inclusive of Value Added Tax as mail permit fee.

On the succeeding years, PCA shall be secured, and fees shall be paid every January of the said Fiscal Year.

Copy of the PCA application form is attached as Annex "A."

2. Prepare the 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 **PHLPOST** approved postage rate and charges.
3. Make timely payments upon receipt of the monthly billing together with the complete documents from PHLPOST. In the event that the credit limit has been consumed and no payment has been made, the processing of the mails shall be on a cash basis.
4. Perform other activities necessary to achieve the objective of this MOA.

B. PHLPOST shall perform the following:

1. Issue billing for the PCA application. In the succeeding years, billing shall be made every December of the said Fiscal Year.
2. Supply postage stamps and/or metered stamps for the delivery of **DOE's** mail, documents, parcels and other items.
3. Make the necessary arrangements to collect mails on a daily basis during working days from **DOE**.
4. Through their Taguig Office, acknowledge receipt of the Mailing Lists which shall be used for the computation of charges.

In case of discrepancy in the mailing list, notify the **DOE** within two (2) working days upon receipt thereof.

5. Apprise **DOE** of all relevant information and future developments in the postal business, whenever necessary.

The **PARTIES** shall monitor the implementation of this MOA taking into consideration their respective mandates and in the exigency of service.

Section III. Procedures in the Billing and Payment

1. Every 5th of the month, **PHLPOST** through their Taguig Office shall provide an initial billing to the **DOE**. The **DOE** shall verify within two days (2) days upon receipt of the Billing Statement. If no comments received from the **DOE**, the same shall be considered correct.

PHLPOST shall provide the verified billing statement every 15th of each month to the **DOE**.

Postal Rates are hereto attached as Annex "B."

Rates may change subject to prior approval of the **PHLPOST** authorized Officers.

2. The verified billing statement shall be supported with the following documents:
 - i. Certificate of Mailing/ Bill of Lading;
 - ii. Mailing Lists; and
 - iii. Advance Acknowledgement Receipt (DOE Accounting to comply with DBM Circular No. 2013-16 and EMDS)
3. **DOE** shall process the payment within twenty (20) working days from receipt of the verified Billing statement.

DOE shall pay **PHLPOST** through List of Due and Demandable Accounts Payable (LDDAP).

Official Receipt shall be issued by **PHLPOST** every payment made.

4. Unpaid account after the due date may warrant the imposition of penalty and payment of the services shall be on a cash basis.

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

However, imposition of the above penalty may be waived upon written request by the **DOE** to **PHLPOST** with valid justification.

5. 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%).
6. **DOE** shall provide **PHLPOST** with BIR Form 2307 for every payment made.

Section IV. Modification and Termination

1. Any modification/amendment to this MOA shall take effect only upon mutual consent of both Parties and may be reflected in the Supplemental MOA.
2. For any willful and gross breach in the MOA, any party may initiate the termination of the MOA, with prior written notice within thirty (30) days to the other party.

Section V. Dispute Resolution

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In case of disputes, claims and controversies due to non-compliance with the terms of this MOA, **PARTIES** agrees to submit to settle voluntarily arbitration before resorting to arbitration 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."

Section VI. Jurisdiction

Any or all actions arising from this MOA, which any party may institute shall be brought exclusively before the proper courts in the City of Manila or City of Taguig

Section VII. Separability Clause

Should any provision of this MOA be held void, invalid or unenforceable, such other provisions not affected thereby shall remain in full force and effect.

Section VIII. Focal Person

Any query/concern as to the implementation of this MOA shall be coursed through the following contact persons on the details provided.

	DOE	PHLPOST
Principal Name: Position: Office: Contact No.:	Imelda M. Roxas OIC-Chief Records Management Division 8479-2900 loc. 411 / 407	Marilyn Alcoy Manager SSD Mega Manila 85270147
Alternate Name: Position: Office: Contact No.	Nida B. Obusan Administrative Officer V Records Management Division 8479-2900 loc. 411/407	Jeffrey P. Catayong OIC - Chief Marketing Mega Manila 85270135

Any changes to the focal person, the concerned party shall notify the other party in writing.

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Section IX. Miscellaneous Provision

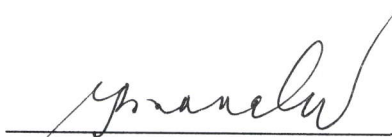
The parties hereby warrant that they have not offered or paid directly any government officials, agency or instrumentality, or employee thereof, any consideration, commission, or gift to secure this MOA. Any violation of this warranty shall constitute sufficient grounds for rescission or cancellation of this MOA without prejudice to the filing of civil or criminal actions under the Anti-Graft and Corrupt Practices Act and other applicable laws.

Section X. Effectivity

This MOA shall be valid for a period of three (3) years, commencing on March 01, 2024 and upon the submission of an application form for PCA and may be extended upon agreement of the PARTIES unless earlier revoke by the parties.


IN WITNESS WHEREOF, the Parties have hereunto set their hands this 06 MAY 2024 day of _____ in the City of CITY OF MANILA Philippines.

DEPARTMENT OF ENERGY



ELISA B. MORALES
Director, Administrative Service

PHILIPPINE POSTAL CORPORATION



LUIS D. CARLOS
Acting Post Master General and CEO

SIGNED IN THE PRESENCE OF



ATTY. MYRA FIERA F. ROA
Director, Legal Services



OLIVIA M. VALDERAMA
Area, Director, Mega Manila Area



HELEN C. ROLDAN
OIC-Division Chief, Accounting Division

Off No. 01-24-04-04

Off Date: April 19, 2024

Regular Account Fund

ACKNOWLEDGEMENT

Republic of the Philippines)
City of _____) SS
CITY OF MANILA

BEFORE ME, A NOTARY PUBLIC, for and in CITY OF MANILA this 06 MAY 2024
_____ personally appeared the following:

LUIS D. CARLOS

Passport No. _____

Issued at _____

Issued on _____

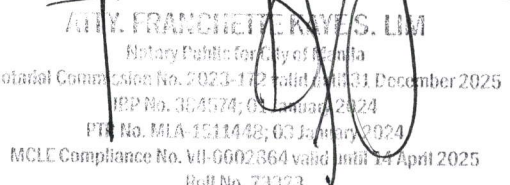
known to me and to me known to be the same person who executed the foregoing MOA and he acknowledged to me that the same is this free and voluntary act and deed and that of the entity he represents.

This instrument consisting of seven (7) 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.

NOTARY PUBLIC

Doc. No. 64
Page No. 13
Book No. 2
Series of 2023


/ATTY. FRANCHETTE RAYES, LIM
Notary Public for City of Manila
Notarial Commission No. 2023-172 valid until 31 December 2025
IBP No. 304574; 01 January 2024
PTR No. MIA-1511448; 03 January 2024
MCLE Compliance No. VII-0602364 valid until 14 April 2025
Roll No. 73323
Unit 303 RMC Building, Victoria St. cor Basco St.
Intramuros Manila





ACKNOWLEDGEMENT

03 APR 2024

Republic of the Philippines)
City of _____) SS

BEFORE ME, A NOTARY PUBLIC, for and in _____ this ____ day of _____ personally appeared the following:

ELISA B. MORALES

Passport No. P8884297A
Issued at DEA MANILA
Issued on 25 SEPTEMBER 2018

known to me and to me known to be the same person who executed the foregoing MOA 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 seven (7) 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.

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Doc. No. _____
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Series of 2023.

[Signature]

[Signature]