

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS

This AGREEMENT made and executed by and among:

The **PHILIPPINE CARABAO CENTER (PCC)**, a national government agency attached to the Department of Agriculture, with principal office address at National Headquarters and Gene Pool, Science City of Muñoz, Nueva Ecija, represented herein by its **OIC-Executive Director, Dr. Ronnie D. Domingo**, hereinafter referred to as "**PCC**";

The **MUNICIPAL LOCAL GOVERNMENT UNIT OF MASINLOC (MLGU-Masinloc)** a municipal government unit duly organized and existing in accordance with the laws of the Republic of the Philippines with principal office address at the Municipal Building, Masinloc, Zambales, represented herein by its **Mayor, Hon. Arsenia J. Lim** hereinafter referred to as "**MLGU-Masinloc**";

and

The **MASINLOC FARMERS AGRICULTURE COOPERATIVE (MFAC)**, a cooperative duly registered with the Cooperative Development Authority (CDA), with principal office address at Brgy. Inhobol, Masinloc, Zambales, represented herein by its **Chairman, Arnel B. Ebarle**, hereinafter referred to as "**COOPERATIVE**";

### WITNESSETH

**WHEREAS**, the Local Government Code of 1991 (Republic Act No. 7160) accords every local government unit, power and authority to promote the general welfare of all residents within its territorial jurisdiction through programs and services such as the promotion of enabling environment for food and livelihood security;

**WHEREAS**, the **MLGU-Masinloc**, fully appreciates the importance of collaborative and developmental partnership networks in attaining sustainable development objectives of inclusive growth and poverty reduction;

**WHEREAS**, the **MLGU-Masinloc**, continually endeavors to provide the enabling environment for the private sector and ultimate benefits of their constituents particularly to provide food and livelihood assurance through a stable economically and environmentally sound public policies and services;

**WHEREAS**, the **PCC** was established by the Philippine Government by virtue of Republic Act No. 7307 otherwise known as an Act creating the Philippine Carabao Center to Conserve, Propagate and promote the Philippine Carabao;

**WHEREAS**, the Carabao-Based Enterprises (CBE's) are considered as poverty alleviation and socio-economic development models which are established and continuously implemented at the National Impact Zone (NIZ) in Zambales province and at the regional impact Zones (RIZs) strategically located nationwide through the PCC network centers and various partners;



**WHEREAS**, the **COOPERATIVE** has proven track records of successes in consolidating the otherwise scarce resources from among its members and ably transform these resources into economically productive and entrepreneurial services that consistently benefited its members and non-members since March 23, 2011;

**NOW, THEREFORE**, for, and in consideration of the above premises and their mutual covenants hereinafter set forth, the **PARTIES** have mutually agreed and covenant as follows:

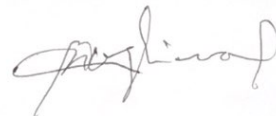
#### **ARTICLE 1. GENERAL PROVISIONS**

1. In relation to their respective mandates, the **PARTIES** recognize the following legal principles in the implementation of this "multi-parties development convergence project".

- Enable the farmers to avail themselves of good quality carabao stocks at all times and at a reasonable price. Encourage dairy development in rural areas. Develop appropriate technologies that are cost-effective, simple and practical, and engage farmers to establish strong farmers' association or cooperatives to serve as focal point for government assistance (RA No. 7307 known as "Philippine Carabao Act of 1992");
- An Act Institutionalizing a National Feeding Program for undernourished children in Public Day Care, Kindergarten and Elementary Schools to combat hunger and malnutrition among Filipino children (RA No. 11037 known as "Masustansyang Pagkain para sa mga Batang Pilipino Act of 2018");
- Section 15 of Article II of the Constitution provides that the State shall protect and promote the right of health of the people and instill health consciousness among them. Food fortification, therefore, shall carried out to compensate for the inadequacies in Filipino diet, based on present-day needs as measured using the most recent Recommended Dietary Allowances (RDA) (RA 8976 otherwise known as the "Philippine Food Fortification Act of 2000").

2. The **PARTIES** agree:

- To share available resources in complementary programs for and in support to this "multi-parties development convergence project";
- To create and/or pursue collaborative opportunities in the implementation of this project "A Province wide Carabao-Based Business Improvement Network"; and
- To provide assistance to all carabao owners by linking and facilitating their inclusion in the creation of new ancillary enterprises along the carabao-based enterprises value chain loop.





## ARTICLE 2. OBLIGATIONS OF PARTIES

### 1. The PCC shall:

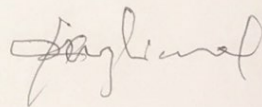
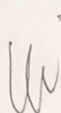
- a. Provide Post-harvest dairy equipment to **MLGU-Masinloc**;
- b. Facilitate the acquisition of Dairy Carabaos for distribution to farmer members of the **COOPERATIVE**;
- c. Provide Forage Planting materials, animal dewormers and vitamin supplements to the **COOPERATIVE**;
- d. Facilitate the preparation of the proposal for the implementation of province wide dairy project to develop the dairy industry in the country;
- e. Conduct training and provide technical assistance in the caring and management of dairy animals, milk production, collection, processing and marketing;
- f. Assist in the development of forage areas as feed to dairy animals including the production of feed supplement and minerals to improve nutrition and increase production of milk from the animals;
- g. Spearhead the conduct of meeting and conferences related to dairy production with the participation of all dairy stakeholders, LGU, and other government agencies including the organized and non - organized dairy farmers;
- h. Assign CBED team to implement the project in collaboration with partner agencies and farmer leaders.


### 2. The **MLGU-Masinloc**, shall:

- a. Acknowledge receipt of the Post-harvest dairy equipment from **PCC**;
- b. Supplement technical and logistic support;
- c. Issue a memo/circular reminding for the mandatory registration of large cattle;
- d. Assists regular disease surveillance and monitoring;
- e. Conduct deworming, vaccination, insemination services, vitamin supplementation treatment and other veterinary health services;
- f. Initiate for the approval of the Annual Investment Plan, LDIP, and PCIP supporting the project, "A Province-wide Carabao-Based Business Improvement Network";
- g. Supplement planting materials for forage establishment;
- h. Funding assistance for capability building;
- i. Project monitoring and evaluation;
- j. Coordinate with other government agencies in support of "A Province-wide Carabao-Based Business Improvement Network".
- k. Provide assistance in the planning, implementation and monitoring process for the construction of dairy processing and market outlet

### 3. The **COOPERATIVE** shall:

- a. Acknowledge receipt of the following from **PCC**:
  - Dairy Carabaos
  - Forage Planting materials
  - animal dewormers and vitamin supplements
- b. Be responsible for the activities involve in the buffalo enterprise value-chain (production, consolidation, processing and marketing);
- c. Hire/Assign personnel for the "Province-wide Carabao-Based Business Improvement Network";
- d. Provide the required infrastructure/facilities;
- e. Ensure the availability of animal housing and forage/pasture area of farmer recipients;




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- f. Conduct needed capability building for their farmer members i.e. Farmer Livestock School, Coop management, Product development;
  - g. Formulate policies specific for dairy buffalo production;
  - h. Conduct Regular monitoring and evaluation;
  - i. Submit reports on the status of the project;
  - j. Keep records on Breeding, milk production, calving, sales, expenses of the project;
  - k. Facilitate registration of buffaloes

### ARTICLE 3. THE PROJECT STRUCTURE

The Organizational Structure that will govern this "multi-parties development convergence project" entitled 'Province-Wide Carabao-Based Business Improvement Network' is composed of the representatives from the **PARTIES** and will be collectively called **PROJECT TECHNICAL WORKING GROUP (PTWG)**.

### ARTICLE 4. EFFECTIVITY




This agreement shall take effect immediately upon its signing and shall remain valid for 5 years unless revoked and/or terminated earlier by mutual consent, giving each party at least 90-day notice prior to date of termination. Any of the parties shall submit their intention for renewal of this agreement through formal notice within thirty (30) days prior to expiration of this Agreement.

### ARTICLE 5. MODIFICATION AND AMENDMENT

No amendment or modification of this Agreement shall be valid or binding upon the herein parties unless made in writing and mutually agreed by the parties which shall thereafter form part of this Agreement.

### ARTICLE 6. SEVERABILITY



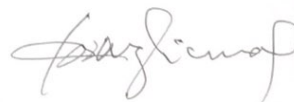
Whenever possible, each provision of this Agreement, shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalidated under applicable law, such provision shall be ineffective to such extent of such provision only and the remaining provisions of this Agreement shall remain fully effective.

### ARTICLE 7. CONCILIATION

Upon request of any of the herein **PARTIES**, all concerned shall avail mediation and conciliation to address any problem or dispute which may arise relative to the implementation of this "multi-parties development convergence project".

### ARTICLE 8. VENUE OF ACTION

Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated herein may only be instituted in the appropriate court in Muñoz, Nueva Ecija and each party waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the jurisdiction of any such court in any such action, suit or proceeding.

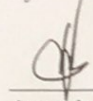




IN WITNESS WHEREOF, the PARTIES have hereunto affixed their signatures this  
\_\_\_\_\_ day of \_\_\_\_\_ 2022 at \_\_\_\_\_.

**MLGU-Masinloc**

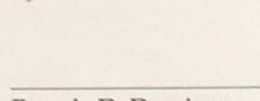
By:



**Arsenia J. Lim**  
Municipal Mayor

**PCC**

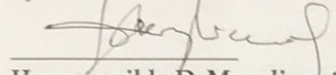
By:



**Ronnie D. Domingo**  
OIC-Executive Director

**Masinloc Farmers Agriculture Cooperative**

By:

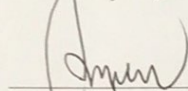


**Hermenegildo D. Manglicmot**  
Chairman

SIGNED IN THE PRESENCE OF:

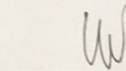
**Caro B. Salces**

PCC Deputy Executive Director  
for Admin and Finance/  
CBIM Project Leader



**Claro N. Mingala**

PCC Deputy Executive Director  
for Research and Development



**Ericson N. Dela Cruz**

Center Director, PCC at CLSU

**Atty. Cheryl Deloso-Montalla**

Congresswoman, 2<sup>nd</sup> District of Zambales



**Ferdinad L. Echon**

Municipal Agriculture Officer



ACKNOWLEDGEMENT

Republic of the Philippines)  
) S.S.

BEFORE ME A NOTARY PUBLIC, for and in \_\_\_\_\_,  
personally appeared:

Name	Government Issued ID	Date and Place of Issue
Arsenia J. Lim	TIN ID : 178-961-316	07/21/2017 - Quezon City
Ronnie D. Domingo	PCC 2-0201	February, 2021-Muñoz, NE

known to me to be the same persons who executed this Memorandum of Agreement and acknowledged to me that the same is their own free and voluntary act and deed and the entities they each represent. This instrument consists of six (6) pages including the page on which this acknowledgement is written has been signed by the parties and their respective witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL.

Notary Public

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Page no. \_\_\_\_.  
Book No. \_\_\_\_.  
Series of 2022.

*[Signature]*

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