

MEMORANDUM OF AGREEMENT

KNOWN ALL BY THESE PRESENTS:

This Memorandum of Agreement for the **Lease of Motor Vehicles for the DFA-Office of Public and Cultural Diplomacy (OPCD)** (hereafter – this "MOA", entered into this 17 NOV 2023 at Pasay City, by and between:

DEPARTMENT OF FOREIGN AFFAIRS (hereinafter referred to as the "**FIRST PARTY**"), with office address 2330 Roxas Blvd., Pasay City, 1300 Philippines, represented by the Head of Procuring Entity (HOPE) and Undersecretary for Administration, Mr. Antonio A. Morales, Head of Procuring Entity (HOPE) and Undersecretary for Administration, hereby enters into a Memorandum Of Agreement (hereafter, the "MOA").

-and-

RNJAY TRANSPORT SERVICE CORPORATION (hereinafter referred to as the "**SECOND PARTY**"), with office address at 15075-C L24 San Roque St., San Agustin Village, Moonwalk, Parañaque City, represented by its President, Ms. Nerisa A. Bernardo, (hereafter, the "LESSOR"), transport service provider,

DFA and RNJAY TRANSPORT SERVICE CORPORATION shall hereinafter collectively be referred to as the "**Parties**," and individually as a "**Party**".

WITNESSETH THAT:

WHEREAS, the **First Party**, through its Office of Public and Cultural Diplomacy – Cultural Diplomacy Division (OPCD-Cultural Diplomacy Division) is going to hold a Cultural Officers Retooling Course Year 2. The said course will be from 19 to 26 November 2023. Different immersive cultural activities will be conducted in Baguio City to sharpen the skills of the participants and to effectively push forward the cultural diplomacy projects of the Department.

WHEREAS, the **First Party** does not have the capacity and resources to transport the organizers and participants of the Cultural Officers Retooling Course to the locations;

WHEREAS, the **First Party** needs to commission a third-party contractor to supply the needed motor vehicles for the immersion aspect of the retooling course.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree that:

1. SCOPE OF TRANSPORT SERVICES

RNJAY Transport Service Corporation, hereby agrees to render the following service/s to DFA:

Lease of Vehicle for the Participants for the Cultural Officers' Retooling Course. (See Annex A for the specification of details and itinerary)

2. RATES

For consideration of **Five Hundred Twenty-One Thousand Pesos only (Php 521,000.00)**, inclusive of taxes and other lawful charges, DFA agrees to hire the services of RNJAY Transport Service Corporation and the latter agrees to deliver the services stated in the attached Terms of Reference (TOR).

3. VEHICLE

RNJAY Transport Service Corporation guarantees that the vehicle conforms with vehicle quality standards and is equipped with air-conditioning, AM/FM stereo etc. The vehicle shall be equipped with a communication facility for driver monitoring and prompt response to any given situation. RNJAY Transport Service Corporation guarantees vehicles used follow and comply with government-mandated regulations on land transportation. Further RNJAY Transport Service Corporation shall protect and insure the DFA from any liability arising from violations of the above guarantee.

4. INSURANCE COVERAGE

RNJAY Transport Service Corporation shall provide for Personal Accident Insurance (PAI) based on the guidelines of the Land Transportation Franchise and Regulatory Board. The vehicle should be covered with comprehensive insurance coverage (CIC), third party liability (TPL), body injury (BI), and Auto Passenger Insurance Coverage (APIC).

In the unlikely event of a breakdown, RNJAY Transport Service Corporation will immediately release a vehicle replacement. The vehicle shall be of the same type as that of the original rented vehicle.

5. CREDIT TERMS & PAYMENT

- a. Payment should be made through a send-bill arrangement and will be affected by strict compliance with the usual prescribed accounting and auditing requirement. Rate shall be inclusive of all applicable taxes and other lawful charges.
- b. The payment shall be made through LLDAP-ADA payable to RNJAY Transport Service Corporation and shall be remitted to:

Account Name	: RNJAY TRANSPORT SERVICE CORPORATION
Bank Name	: BANK OF THE PHILIPPINE ISLANDS (BPI)
Acct Number	: 3603 0218 26
Bank Branch	: DONA SOLEDAD, BETTERLIVING SUBDIVISION, PARANAQUE, PHILIPPINES
- c. The processing of payment shall only commence upon OFMS' receipt of the invoice and complete documentary requirements. The date of receipt of OFMS shall also be the start of the 30-day processing period.
- d. On the release of payment within thirty (30) days, the end-user office, OPCD, must submit a certification that the required outputs/ deliverables covered by the payment have been completed by the RNJAY Transport Service Corporation as the service provider.

In addition, RNJAY Transport Service Corporation must submit the following for the release of the payment:

- PHILGEPS Certificate;
- BIR Certificate of Registration;
- Latest Income Tax Return;
- Original Billing Request;
- Original Provisional Receipt;
- Trip Ticket
- Copy of this Agreement signed and notarized

6. GOVERNING LAW:

This Agreement shall be governed, construed and enforced in accordance with Philippine law, rules and regulations.

7. CONFIDENTIALITY OF INFORMATION CLAUSE:

Both Parties hereby agree to keep confidential all information obtained in connection with this Agreement, and will implement and maintain safeguards to further ensure and protect the confidentiality of such information, in accordance with all relevant laws and regulations. Such confidential information shall not, without the prior written consent of the First Party, be disclosed or used for purposes other than those necessary for implementing the objectives of this Agreement. This duty of confidentiality and non-disclosure shall survive the termination of this Agreement.

8. LEGAL RELATIONS:

The Parties agree that each Party is acting as an independent entity. Nothing in this Agreement shall be construed so as to constitute any Party to be the agent of the other or to constitute an employment, a partnership or joint venture of any kind between the Parties hereto.

9. AMENDMENTS:

This Agreement contains the complete agreement between the Parties with respect to the matters contained herein. Only a written instrument signed by both Parties' duly authorized representatives shall modify, amend, or alter the terms and conditions of this Agreement.

10. TERMINATION:

This Agreement shall automatically expire and be deemed terminated upon the date of the occurrence of the following:

- a. When a law or regulation is passed and the operation or implementation of which would result in the non-execution of the material obligations of either of the parties to this Agreement in a manner which could not otherwise be reasonably remedied or addressed to implement the Agreement;
- b. Mutual written agreement of the parties to terminate this Agreement; or
- c. Complete performance by both Parties of their respective obligations.

In the event of pre-termination, the **Second Party** may be entitled to payment of accrued fees on a quantum merit basis. Upon such pre-termination, the **First Party** shall have the right to take immediate possession of all data, materials, and other objects in connection with this Agreement. Such transfer of possession shall be at the sole expense of the **Second Party** and without prejudice to the enforcement of procurement rules and regulations on pre-termination and other available remedies to the **First Party**.

11. SEPARABILITY CLAUSE:

Any provision of this Agreement be invalid or unenforceable, the same shall apply only to the provision involved and the remaining provisions hereof shall remain valid and enforceable. The Parties shall, subject to their mutual agreement, promptly amend this Agreement and/or execute such additional documents as may be necessary to give legal effect to the void, invalid or unenforceable provision in a manner that, when taken with the remaining provisions, will achieve the intended purpose and objective of the Parties.

12. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

13. ASSIGNMENT: Neither party shall assign or transfer its right and obligations under this Agreement without prior consent of the other in writing.

14. LIMITATION OF LIABILITY:

The Second Party shall hold the First Party free and harmless from, and indemnify the latter, against any and all losses and cost of suits, claims, actions, and damages that may be suffered by or brought against the First Party or any of its officers, personnel, and/or duly authorized agents as a direct result of the fault or negligence of the Second Party, its officers, employees, or authorized representatives, or the breach or non-performance by the Second Party of its duties, obligations and warranties under this Agreement.

15. 15. FORCE MAJEURE

The First Party and the Second Party shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, strikes, lockouts, labor disputes, material shortages, riots, war, governmental regulation imposed after the fact, flood, fire, earthquake, power outages, or other such natural disasters. The obligation of the First Party and the Second Party insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Agreement.

16. IMMUNITIES:

Nothing in this Agreement shall be construed as a waiver by the First Party of any of its privileges and immunities under Philippine law.

17. DISPUTE & RESOLUTION:

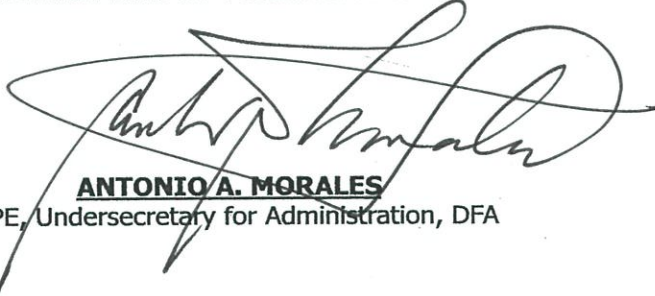
The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Agreement through negotiations. In the event that an amicable settlement cannot be achieved within thirty (30) calendar days from the date on which either Party has served written notice thereof on the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations, and shall be governed by Philippine law. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines. Nothing in this Agreement shall prevent the Parties from applying to a Philippine court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights as may be the subject matter of the dispute.

18. EFFECTIVITY CLAUSE:

This Agreement shall take effect upon its execution until its expiration/termination based on the grounds stipulated.

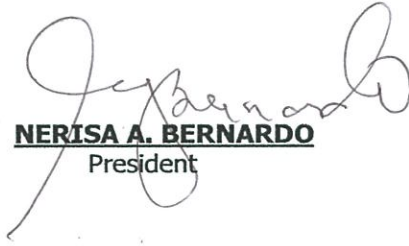
IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on 17 NOV 2023, in Pasay City, Metro Manila.

**For the Procuring Entity:
DEPARTMENT OF FOREIGN AFFAIRS**



ANTONIO A. MORALES
HOPE, Undersecretary for Administration, DFA

**For the Contractor:
RNJAY Transport Service Corporation**




NERISA A. BERNARDO
President

IN WITNESSETH



ARVIN R. DE LEON
Assistant Secretary, OPCD



JEROME NARAG

ACKNOWLEDGMENT

Republic of the Philippines)
City of **QUEZON CITY**) s.s.

BEFORE ME, a Notary Public for and in the City of Pasay, personally appeared the following:

NAME	PASSPORT/ID NUMBER	ISSUED AT	ISSUED ON
ANTONIO A. MORALES	D0009237A	OFA MANILA	07 DEC 2021
NERISA A. BERNARDO	03-4687889-9		

known to me to be the same persons who executed the foregoing instruments and acknowledged to me that the same is their own free act and deed and of the entities they represent.

This instrument is duly signed by both parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of NOV 17 2023, in **QUEZON CITY**, Philippines.

Doc. No. 247
Page No. 51
Book No. LVI
Series of 2023.

[Signature]
ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. NP 158 (2023-2024)
IBP O.R. No. 180815 2023 & IBP O.R. No. 180816 2024
PTR O.R. No. 3916669 D 01/03/2023 / Roll No. 33832 / TIN # 129-871-009-000
MCLE No. 7 & 8 FROM APRIL 15, 2023 UNTIL APRIL 14, 2025
Address: 31-F Harvard St. Cubao, Q.C.