

Republic of the Philippines

Department of Education

REGION VI – WESTERN VISAYAS
SCHOOLS DIVISION OF AKLAN

28 July 2025

DIVISION MEMORANDUM

No. 273, s. 2025

FY 2025 MOTHER MEMORANDUM OF AGREEMENT (M-MOA) WITH THE NATIONAL DAIRY AUTHORITY (NDA) AND THE PHILIPPINE CARABAO CENTER (PCC) FOR THE SCHOOL-BASED FEEDING PROGRAM (SBFP) IMPLEMENTATION

To: OIC, Office of the Assistant Schools Division Superintendent

Chief Education Supervisors

Education Program Supervisors

Public School District Supervisors (PSDS) / Principals In-Charge of the District (PIDs) / Head Teacher In-Charge of the District (HTID)

Senior / Education Program Specialists

School Heads (SHs) of Public and Private Elementary, Secondary and Integrated Schools

All Others Concerned

- 1. Attached is the Regional Memorandum No. 675, s. 2025 titled FY 2025 Mother Memorandum of Agreement (M-MOA) with the National Dairy Authority (NDA) and the Philippine Carabao Center (PCC) for the School-Based Feeding Program (SBFP) Implementation.
- The attached Memoranda (MoA) shall be used as basis for the procurement of the milk component of the SBFP using the agency-to-agency agreement under item V.D Negotiated Procurement as contemplated under RA 9184.





Poblacion, Numancia, Aklan Tel/Fax No. (265 3740 | 265 3741 | 265 3743) Website: http://www.depedaklan.org Email Address: aklan.1958@deped.gov.ph 3. Immediate dissemination of this Memorandum is desired.

Schools Division Superintendent

Enclosure: As Stated Reference: none

To be indicate in the Perpetual Index under the following subjects:

ALLOCATION
LEARNERS
PROGRAMS
PROCUREMENT
REQUIREMENTS
SCHOOLS
SERVICE

/mbggp







Republic of the Philippines

Department of Education

REGION VI - WESTERN VISAYAS

JUL 2 1 2025

REGIONAL MEMORANDUM s. 2025

FY 2025 MOTHER MEMORANDUM OF AGREEMENT (M-MOA) WITH THE NATIONAL DAIRY AUTHORITY (NDA) AND THE PHILIPPINE CARABAO CENTER (PCC) FOR THE SCHOOL-BASED FEEDING PROGRAM (SBFP) IMPLEMENTATION

To:

All Schools Division Superintendents

All Others Concerned

- 1. Attached are the signed Memorandum of Agreement (MOA) for FY 2025 with the National Dairy Authority (NDA) and the Philippine Carabao Center (PCC) for the School-Based Feeding Program (SBFP) implementation.
- 2. The above Memoranda (MOA) shall be used as basis for the procurement of the milk component of the School-Based Feeding Program (SBFP) using the agencyto-agency agreement under item V.D Negotiated Procurement as contemplated under RA 9184.
- 3. Immediate dissemination of this Memorandum is desired.

CRISTITO A. ECO, CESO III Assistant Regional Director Officer-in-Charge Office of the Regional Director

Enclosure: As Stated Reference: None

To be indicated in the Perpetual Index under the following subjects:

ALLOCATION

LEARNERS

PROGRAMS

PROCUREMENT

REQUIREMENTS

SCHOOLS

SERVICE

HJE/ESSD-RM/Signed Copy of the FY 2025 M-MOA with NDA and PCC for the SBFP Implementation







Address: Duran Street, Iloilo City, 5000 Telephone Nos: (033)509-7653; (033)336-2816

Email Address: region6@deped.gov.ph

Website: region6.deped.gov.ph



MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Agreement (Agreement) is made and by and between:

Regional office VI
Guran Street, Hollo Chy

RECORDS SECTION

RECORDS SECTION

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The **DEPARTMENT OF EDUCATION**, a government entity mandated by law to ensure the delivery of quality basic education under Batas Pambansa Blg. 232, otherwise known as the "Education Act of 1982", as amended by Republic Act No. 9155, otherwise known as "Governance of Basic Education Act of 2001", with office address at DepEd Complex, Meralco Avenue, Pasig City, represented by its Secretary **JUAN EDGARDO M. ANGARA**, hereinafter referred to as "**DepEd**";

and

The NATIONAL DAIRY AUTHORITY, a government-owned and controlled corporation attached to the Department of Agriculture, created under R.A. No. 7884, with principal office address at NDA Bldg., BAI Compound, Visayas Avenue, Diliman, Quezon City, represented herein by the Chairman of the Dairy Industry Board, FRANCISCO P. TIU LAUREL, Jr., hereinafter referred to as "NDA";

DepEd and NDA shall be collectively referred to as the "PARTIES";

WITNESSETH:

WHEREAS, the DepEd, through the Bureau of Learner Support Services - School Health Division is mandated to implement a nationwide School-Based Feeding Program ("SBFP" hereafter) pursuant to R.A. No. 11037, otherwise known as "Masustansyang Pagkain para sa Batang Pilipino Act" and the General Appropriations Act (GAA) for the Fiscal Year 2025;

WHEREAS, R.A. No. 11037 provides the inclusion of fresh milk or fresh milk-based products in the SBFP as additional component to hot meals/nutritious food products;

WHEREAS, Section 4(c) of R.A. No. 11037 substantially provides that in the implementation of the Milk Feeding Program, DepEd shall coordinate with NDA, for the incorporation of fresh milk and fresh milk-based food products in the fortified meals and cycle menu in accordance with Republic Act No. 8976, otherwise known as the "Philippine Food Fortification Act of 2000", utilizing, as far as practicable, locally produced milk in order to enhance its nutritional content and, at the same time, help boost livelihood opportunities for local dairy farmers and local dairy industry;

WHEREAS, the PARTIES have agreed to embark on and implement a Milk Feeding Program, ("Program" hereafter) pursuant to the mandates and objectives of R.A. No. 11037 and as a component of the National Feeding Program of the government for the benefit of the country's undernourished children;

WHEREAS, pursuant to DepEd Order No. 31, s. 2021 titled "Operational Guidelines on the Implementation of the School-Based Feeding Program" and DepEd Order Nos. 10 and 38, s. 2022, titled "Supplemental Guidelines on DepEd Order 031, s. 2021" and "Supplemental Guidelines No. 2 to DepEd Order 031, s.2021", respectively, Schools Division Offices (SDOs) shall have the responsibility of coordinating and directly dealing with the relevant offices of the NDA, or any other relevant field offices of government and non-government unit or organization, as well as with the local dairy farms and/or cooperatives;

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

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ARTICLE 1

SCOPE OF THE AGREEMENT AND APPLICABILITY OF GOVERNMENT REGULATIONS

- 1.1. This Agreement shall govern the collaborative undertaking between the **Parties** in the implementation of the **Program**.
- 1.2. The relevant budgeting, accounting, and auditing rules and regulations, including existing civil service regulations and other pertinent administrative issuances shall be applied whenever necessary. In all cases of procurement to be undertaken in connection with the **Program**'s implementation, R.A. No. 9184, as amended, and its Revised Implementing Rules and Regulations or their applicable amendments or other relevant and subsequent issuances on government procurement shall be observed.
- 1.3 The **PARTIES** agree to cooperate and establish necessary measures and adopt actions, which will ensure the smooth and effective implementation of the **Program** as well as the realization of its objectives and of the stipulations herein.

ARTICLE 2

FRAMEWORK OF COOPERATION AND COORDINATION

- 2.1 The PARTIES agree to collaborate and jointly ensure the successful implementation of the SBFP. Preparatory activities for the procurement of milk shall commence no later than the 1st Quarter of the Fiscal Year, or in accordance with the end-user's procurement planning, whichever is earlier. They both undertake to cooperate and assist each other, to the extent necessary and possible, in scoping and assessing the possible source of locally produced pasteurized milk and milk-based products. For its part, NDA shall identify and certify possible supply sources from among the NDA-assisted dairy farms and cooperatives as well as the indicative quantities that it may be able to produce from these said suppliers. NDA shall provide data on this as inputs to the supply map to be jointly produced and approved by the PARTIES no later than the 1st Quarter of the Fiscal Year.
- 2.2 The collaboration between the **PARTIES** is defined by their respective roles and responsibilities, as follows:

DepEd's Roles and Responsibilities

- a. DepEd agrees to cooperate and carry out their respective roles and responsibilities stated in this Agreement and through its SDOs, enter into an Operating MOA with NDA Island Offices for the execution and implementation of the agreements herein provided.
- b. **DepEd**, through SDOs, shall coordinate with the pertinent **NDA** Offices for market scoping, quality assurance, supervision, monitoring, and evaluation.
- c. DepEd, through its SDOs, shall procure pasteurized milk and milk-based products through any of the procurement modalities available, including Negotiated Procurement-Community Participation, in accordance with applicable laws, rules and regulations.
- d. DepEd, through its SDOs, shall ensure that local dairy producers and/or cooperatives are informed of the mode, schedule, specifications, and other delivery instructions following the formal procurement process, but no later than immediately upon or shortly after the signing of the Operating MOA.
- e. DepEd, through its SDOs, shall ensure that arrangements for inspection and acceptance of the delivered items are properly and promptly done by appropriate school property custodian or school or SDO personnel, as the case may be.
- DepEd, through its SDOs, shall ensure prompt and regular payment of delivered and inspected pasteurized milk and milk-based products.
- g. **DepEd.** through the BLSS-SHD, shall validate the monthly **Program's** Progress Reports submitted by the SDOs and ROs.

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Page 2 of 6

NDA's Roles and Responsibilities

- a. NDA shall ensure the timely submission of all requested data and shall make all reasonable efforts to jointly develop and finalize a supply map for the milk component of the SBFP no later than the end of the first quarter of the relevant fiscal year.
- b. NDA, through its Island Offices, agrees to cooperate and carry out their respective roles and responsibilities stated in this Agreement and enter into an Operating MOA with DepEd SDOs for the execution and implementation of the agreements herein provided.
- c. NDA shall ensure that the milk and milk products to be supplied to the SDOs shall strictly comply with the specifications, quality standards, and delivery instructions indicated in the Operating MOA. It shall further ensure that the local dairy producers and/or cooperatives shall strictly observe the delivery mode, schedule, specifications, and other instructions. For this purpose, it shall commit to closely coordinate with the dairy producers and/or cooperatives and monitor the production, processing, and delivery of the procured milk products.
- d. NDA shall act as regulatory body for all local dairy producers registered under them and shall certify that they are an organized community or social group (CSG) in accordance with the provisions of Government Procurement Policy Board (GPPB) Resolution No 18-2021.
- e. The NDA shall submit a Certificate of Commitment indicating the possible local dairy producers and/or cooperatives and the quantity or volume of milk that can be supplied.
- f. NDA shall submit a terminal report within sixty (60) days from the last feeding day of the Program or date of termination of this Agreement, whichever is earlier.

ARTICLE 3

OWNERSHIP OF DATA, MATERIALS, PROJECT OUTPUTS & INTELLECTUAL PROPERTY RIGHTS

- 3.1. The project outputs, final version of reports and all relevant data, supporting documents, and materials prepared in the course of or in relation to the activities undertaken in contemplation of the agreements herein and/or generally in connection with the implementation of the SBFP shall become the joint property of the PARTIES. Provided such grant is mutually made in writing, PARTIES may authorize other agencies to use said reports and data for research, education and for public service purposes. Provided further that any benefit derived from the use of the same shall be equally shared between the PARTIES.
- 3.2. All major reports or articles for publication based on the project output or results shall be made jointly in the name of both PARTIES.

ARTICLE 4

AMENDMENTS

4.1 Any change, modification or amendment of this Agreement shall be made in writing and signed by the duly authorized representatives of the PARTIES before effectivity thereof.

ARTICLE 5

MISCELLANEOUS PROVISIONS

5.1 If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.

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- 5.2 No failure, omission or delay of any of the PARTIES in exercising any of its rights, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the party's authorized representative. Such waiver shall be effective only in the specific instance and purpose for which it was given.
- 5.3 It is further stipulated and expressly understood that existing laws, rules, regulations shall be deemed to form part and parcel of this Agreement.
- 5.4 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.

In case of failure to settle differences, the dispute shall be referred to adjudication and/or arbitration pursuant to Presidential Decree No. 242, otherwise known as "Prescribing 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."

ARTICLE 6

EFFECTIVITY AND TERMINATION

- 6.1 This Agreement shall be in effect from the date of signing and shall remain in force for a period of ONE (1) YEAR from the execution of this Agreement. Provided, however, that the termination of this Agreement is subject to the submission of the Terminal Report by NDA, with concurrence/acceptance of DepEd.
- 6.2 Parties may mutually agree to pre-terminate or extend this Agreement; provided, both Parties provide their respective consent in writing.

DEPARTMENT OF EDUCATION

DEPARTMENT OF AGRICULTURE-NATIONAL DAIRY AUTHORITY

By:

HON. JUAN EDGARDO M. ANGARA Secretary of the Department of Education By:

HOX. FRANCISCO P. TIU LAUREL, Jr.

Secretary of the Department of Agriculture and Chairman of the Board. National Dairy Authority

SIGNED IN THE PRESENCE OF:

HON. MALCOLM S. GARMA

Assistant Secretary, Officer-in-Charge Office of the Undersecretary for Operations Department of Education HON, MARCUS ANTOMUS T. ANDAYA

Administrator

Department of Agriculture -National Dairy Authority

HON, BEXTER A. GALBAN

Assistant Secretary for Operations
Department of Education

HON. GAVINO ALVREDO C. BENITEZ

Deputy Administrator Department of Agriculture -

National Dairy Authority

ACKNOWLEDGMENT

PASIG CITY \ S.S.	
BEFORE ME, a Notary Public, for and in consideration of the foregoing, in Philippines, this day uf 2025 2025, personally appeared:	PASIG CITY

NAME	GOVERNMENT ISSUED ID & NO.	DATE AND PLACE OF ISSUE
HON. JUAN EDGARDO M. ANGARA	PASSPORT NO. PG8G7G9GB	DFA MANILA

Known to me and to me known to be the same person who executed the foregoing Agreement, consisting of six (6) pages, including this page where this Acknowledgment is found, and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the institution he respectively represents.

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

ATTY MARY JAME V. FLORES-BALAGTA

Notary Public

Np18E Valid Until December 31,2025

BP O.R. No. 511741; 01/03/2025/RSh
PTR O.R. NO. AA 3096182; 01/15/202:
ROLL NO. 42280/Appointment No. 52

MCLE Com. No. (MCLE Completed in IBP-Dace Date April 4.5.11 and 12,202)

Page No. Pag

DA-CO-OSEC-MOA20250617-00033

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ACKNOWLEDGEMENT

x QUEZON CHY	} S.S. x
Philippines, this winday of 2025 lice	, for and in consideration of the foregoing, in QUEZON CITY 2025, personally appeared:

NAME	GOVERNMENT ISSUED ID & NO.	DATE AND PLACE OF ISSUE
HON. FRANCISCO P. TIU LAUREL, Jr.		

Known to me and to me known to be the same person who executed the foregoing Agreement, consisting of six (6) pages, including this page where this Acknowledgment is found, and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the institution he respectively represents.

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

Notary Public

REPUBLIC OF THE PHILIPPINES

Series of 2025.

NOTARY PUBLIC
COMMISSION NO. 075 UNTIL DEC. 31, 2026 Q.C
DPOS BLDG. GRD. FLR. QUEZON CITY HALL
IBP NO. 488431 / 12-27-24 / QUEZON CITY
PTR NO. 7009427 / 01-02-25 / QUEZON CITY
ROLL OF ATTORNEY'S NO. 56070
MCLE NO. VII-0028698
TIN NO. 243-085-918

MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Agreement (Agreement) is made and by and between:

The **DEPARTMENT OF EDUCATION**, a government entity mandated by law to ensure the delivery of quality basic education under Batas Pambansa Blg. 232, otherwise known as the "Education Act of 1982", as amended by Republic Act No. 9155, otherwise known as "Governance of Basic Education Act of 2001", with office address at DepEd Complex, Meralco Avenue, Pasig City, represented by its Secretary **JUAN EDGARDO M. ANGARA**, hereinafter referred to as "**DepEd**";

-and-

The PHILIPPINE CARABAO CENTER, an attached agency of the Department of Agriculture, created by virtue of R.A. No. 7307, with principal office address at Science City of Munoz, Nueva Ecija, represented herein by the Chairman of the Advisory Board, FRANCISCO P. TIU LAUREL, Jr., hereinafter referred to as "PCC";

DepEd and PCC shall be collectively referred to as the "PARTIES";

WITNESSETH:

WHEREAS, the DepEd, through the Bureau of Learner Support Services - School Health Division is mandated to implement a nationwide School-Based Feeding Program ("SBFP" hereafter) pursuant to R.A. No. 11037, otherwise known as "Masustansyang Pagkain para sa Batang Pilipino Act" and the General Appropriations Act (GAA) for the Fiscal Year 2025;

WHEREAS, R.A. No. 11037 provides the inclusion of fresh milk or fresh milk-based products in the SBFP as additional component to hot meals/nutritious food products;

WHEREAS, Section 4(c) of R.A. No. 11037 substantially provides that in the implementation of the Milk Feeding Program, DepEd shall coordinate with PCC, for the incorporation of fresh milk and fresh milk-based food products in the fortified meals and cycle menu in accordance with Republic Act No. 8976, otherwise known as the "Philippine Food Fortification Act of 2000", utilizing, as far as practicable, locally produced milk in order to enhance its nutritional content and, at the same time, help boost livelihood opportunities for local dairy farmers and local dairy industry;

WHEREAS, the PARTIES have agreed to embark on and implement a Milk Feeding Program, ("Program" hereafter) pursuant to the mandates and objectives of R.A. No. 11037 and as a component of the National Feeding Program of the government for the benefit of the country's undernourished children;

WHEREAS, pursuant to DepEd Order No. 31, s. 2021 titled "Operational Guidelines on the Implementation of the School-Based Feeding Program" and DepEd Order Nos. 10 and 38, s. 2022, titled "Supplemental Guidelines on DepEd Order 031, s. 2021" and "Supplemental Guidelines No. 2 to DepEd Order 031, s.2021", respectively, Schools Division Offices (SDOs) shall have the responsibility of coordinating and directly dealing with the relevant offices of the PCC, or any other relevant field offices of government and non-government unit or organization, as well as with the local dairy farms and/or cooperatives;

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

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Page 1 of 6

ARTICLE 1

SCOPE OF THE AGREEMENT AND APPLICABILITY OF GOVERNMENT REGULATIONS

- 1.1. This Agreement shall govern the collaborative undertaking between the Parties in the implementation of the Program.
- 1.2. The relevant budgeting, accounting, and auditing rules and regulations, including existing civil service regulations and other pertinent administrative issuances shall be applied whenever necessary. In all cases of procurement to be undertaken in connection with the Program's implementation, R.A. No. 9184, or R.A. No. 12009, as the case may be, and its Revised Implementing Rules and Regulations or their applicable amendments or other relevant and subsequent issuances on government procurement shall be observed.
- 1.3. The PARTIES agree to cooperate and establish necessary measures and adopt actions, which will ensure the smooth and effective implementation of the Program as well as the realization of its objectives and of the stipulations herein.

ARTICLE 2

FRAMEWORK OF COOPERATION AND COORDINATION

- 2.1 The PARTIES agree to collaborate and jointly ensure the successful implementation of the SBFP. Preparatory activities for the procurement of milk shall commence no later than the 1st Quarter of the Fiscal Year, or in accordance with the end-user's procurement planning, whichever is earlier. Both PARTIES undertake to cooperate and assist each other, to the extent necessary and possible, in scoping and assessing the possible source of locally produced pasteurized milk, and milk-based products. For its part, PCC shall identify and certify possible supply sources from among the PCC-assisted dairy producers and cooperatives as well as the indicative quantities that it may be able to produce from these said suppliers. PCC shall provide data on this as inputs to the supply map to be jointly produced and approved by the PARTIES no later than the 1st Quarter of the Fiscal Year.
- 2.2 The collaboration between the PARTIES is defined by their respective roles and responsibilities, as follows:

DepEd's Roles and Responsibilities

- a. DepEd agrees to cooperate and carry out their respective roles and responsibilities stated in this Agreement and through its SDOs, enter into an operating MOA with PCC, through its Regional Centers, for the execution and implementation of the agreements herein provided.
- DepEd, through its SDOs, shall coordinate with the pertinent PCC Offices for market scoping, quality assurance, supervision, monitoring, and evaluation.
- e. DepEd, through its SDOs, shall procure pasteurized milk and milk-based products through any of the procurement modalities available, including Negotiated Procurement-Community Participation, in accordance with applicable laws, rules and regulations.
- d. DepEd, through its SDOs, shall ensure that local dairy producers and/or cooperatives are informed of the mode, schedule, specifications, and other delivery instructions following the formal procurement process, but no later than immediately upon or shortly after the signing of the Operating MOA.
- e. DepEd, through its SDOs, shall ensure that arrangements for inspection and acceptance of the delivered items are properly and promptly done by appropriate school property custodian or school or SDO personnel, as the case may be.
- DepEd, through its SDOs, shall ensure prompt and regular payment of delivered and inspected pasteurized milk and milk-based products.
- g. DepEd, through the BLSS-SHD, shall validate the monthly Program's Progress Reports submitted by the SDOs and ROs.

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PCC's Roles and Responsibilities

- a. PCC shall ensure the timely submission of all requested data and shall make all reasonable efforts to jointly develop and finalize a supply map for the milk component of the SBFP no later than the end of the first quarter of the relevant fiscal year.
- b. PCC, through its Regional Centers, agrees to cooperate and carry out their respective roles and responsibilities stated in this Agreement and enter into an Operating MOA with DepEd SDOs for the execution and implementation of the agreements herein provided.
- c. PCC shall ensure that the milk and milk products to be supplied to the SDOs shall strictly comply with the specifications, quality standards, and delivery instructions indicated in the Operating MOA. It shall further ensure that the local dairy producers and/or cooperatives shall strictly observe the delivery mode, schedule, specifications, and other instructions. For this purpose, it shall commit to closely coordinate with the dairy producers and/or cooperatives and monitor the production, processing, and delivery of the procured milk products.
- d. PCC shall serve as quality assurance body as the counterpart of the National Dairy Authority for the Carabao for all local dairy producers registered and operating under them in compliance to RA 10611 also known as "Food Safety Act of 2013" and shall certify that they are an organized community or social group (CSG) in accordance with the provisions of Government Procurement Policy Board (GPPB) Resolution No 18-2021.
- e. The PCC shall submit a Certificate of Commitment indicating the possible local dairy producers and/or cooperatives and the quantity or volume of milk that can be supplied.
- f. PCC shall submit a terminal report within sixty (60) days from the last feeding day of the Program or date of termination of this Agreement, whichever is earlier.

ARTICLE 3

OWNERSHIP OF DATA, MATERIALS, PROJECT OUTPUTS & INTELLECTUAL PROPERTY RIGHTS

- 3.1. The project outputs, final version of reports and all relevant data, supporting documents, and materials prepared in the course of or in relation to the activities undertaken in contemplation of the agreements herein and/or generally in connection with the implementation of the SBFP shall become the joint property of the PARTIES. Provided such grant is mutually made in writing, PARTIES may authorize other agencies to use said reports and data for research, education and for public service purposes. Provided further that any benefit derived from the use of the same shall be equally shared between the PARTIES.
- 3.2. All major reports or articles for publication based on the project output or results shall be made jointly in the name of both PARTIES.

ARTICLE 4

AMENDMENTS

4.1 Any change, modification or amendment of this Agreement shall be made in writing and signed by the duly authorized representatives of the PARTIES before effectivity thereof.

ARTICLE 5

MISCELLANEOUS PROVISIONS

5.1 If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.

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Page 3 of 6

- 5.2 No failure, omission or delay of any of the PARTIES in exercising any of its rights, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the party's authorized representative. Such waiver shall be effective only in the specific instance and purpose for which it was given.
- 5.3 It is further stipulated and expressly understood that existing laws, rules, regulations shall be deemed to form part and parcel of this Agreement.
- 5.4 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.

In case of failure to settle differences, the dispute shall be referred to adjudication and/or arbitration pursuant to Presidential Decree No. 242, otherwise known as "Prescribing 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."

ARTICLE 6

EFFECTIVITY AND TERMINATION

- 6.1 This Agreement shall be in effect from the date of signing and shall remain in force for a period of ONE (1) YEAR from the execution of this Agreement. Provided, however, that the termination of this Agreement is subject to the submission of the Terminal Report by PCC, with concurrence/acceptance of DepEd.
- 6.2 Parties may mutually agree to pre-terminate or extend this Agreement; provided, both Parties provide their respective consent in writing.

DEPARTMENT OF EDUCATION

DEPARTMENT OF AGRICULTURE-PHILIPPINE CARABAG CENTER

By:

HON. JUAN EDGARDO M. ANGARA Secretary of the Department of Education By:

HON. FRANCISCO P. TIU LAUREL, Jr.
Secretary of the Department of Agriculture and
Chaoman of the Advisory Board, Philippine
Carabao Center

SIGNED IN THE PRESENCE OF:

HON. MALCOLM S. GARMA

Assistant Secretary, Officer-in-Charge Office of the Undersecretary for Operations Department of Education HON. LIZA G. BATTAD, Ph.D. Executive Director III

Department of Agriculture -Philippine Carabao Center

HON, DEAFER A. GALBAN
Assistant Secretary for Operations
Department of Education

HON. EDWINC. ATABAY
OIC-Deputy Executive Director
Department of Agriculture Philippine Carabao Center

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES	}
	} S.S.
xPASIG-CFFY	X

NAME	GOVERNMENT ISSUED ID & NO.	DATE AND PLACE OF ISSUE
HON. JUAN EDGARDO M. ANGARA	PASSPORT NO . PGQG7C9GB	OFA MANILA

Known to me and to me known to be the same person who executed the foregoing Agreement, consisting of six (6) pages, including this page where this Acknowledgment is found, and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the institution he respectively represents.

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

Doc. No. ///
Page No. //
Book No. //

Series of 2025

ATTY. MANOTAMINE FUORES-BALAGTAS

Notary Public

Pasig, Pateros, San Juan

Valid Until December 31,2025

IBP O.R. No. 511741; 01/03/2025/RSW.

PTR O.R. NO. AA 3096182; 01/15/2025

ROLL NO. 42280/Appointment No. 52

ACLE Com. No. (MCLE Completed in IBP-Pasi-Bate April 4.5 11 and 12,7025)

gnaf

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES	}	
PASIG CITY	} S.S.	
X	x Q	UEZON CITY
Philippines, this day of	lic, for and in consideration of the foregation of the foregation 2025, personally appeared:	oing, in

NAME	GOVERNMENT ISSUED ID & NO.	DATE AND PLACE OF ISSUE
HON. FRANCISCO P. TIU LAUREL, Jr.	Passport No. Dool3195A	OFA manila

Known to me and to me known to be the same person who executed the foregoing Agreement, consisting of six (6) pages, including this page where this Acknowledgment is found, and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the institution he respectively represents.

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

Doc. No. 710 00 77

Book No. D

Series of 2025.

Notary Public for Quezon City Valid Offit De Public 31, 2025 PTR No. 6835732 01/06/2025

IBP No. 379759 Roll No. 86127

MCLE Compliance No. VIII-0004513 Valid Until April 14, 2028

Adm. Matter No. NP. 196 (2025-2026)

and

A The