

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Memorandum of Agreement (MOA) for the establishment of a **Postal Station** made and entered into by and between:

(NAME OF OPERATOR, ESTABLISHMENT, CORPORATION),
a Filipino citizen / business establishment / corporation, with postal address at

duly represented herein by: _____
(Name of Individual/President/Gen. Manager/CEO), for the purpose,
hereinafter referred to as the **PARTY**.

-AND-

PHILIPPINE POSTAL CORPORATION (PHILPOST), a government corporation created and existing by virtue of Republic Act 7354, and duly represented and authorized herein by Robert S. Mondoñedo, CESO III, hereinafter referred to as **PHILPOST**.
(Name of PhilPost Official)

WITNESSETH

WHEREAS, pursuant to the policy, functions and powers of **PHILPOST** which are:

- 1) The delivery of letters, parcels and other mail matters is a basic and strategic public utility which the State shall provide, directly or indirectly through, and/or with other duly authorized entities or persons;
- 2) To plan, develop, promote, and operate a nationwide postal system with a network that extends or makes available, at least ordinary mail service to as many settlements in the country; and
- 3) To establish and maintain post offices, postal stations, collection points and related facilities and equipment of such character and in such locations that postal users throughout the Philippines will, consistent with reasonable economies of operations, have already access to essential postal services;

WHEREAS, **PHILPOST** in implementing the mandates of the law, is desirous to facilitate public access to postal services by offering to interested persons or entities the authority to operate a postal station to cater to the general public

WHEREAS, the **PARTY** has manifested its intention and desirability of making available to postal customers a mailing facility or postal outlet in highly populated neighborhood, commercial and business establishments, supermarkets, schools and barangays.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING PREMISES, the parties have mutually agreed upon the following terms and conditions:

SECTION 1 - REPRESENTATION AND WARRANTIES

- 1.1 The **PARTY** represents and warrants that It is a private company duly registered and authorized by law and its business owners, management, to enter into this Memorandum of Agreement;
- 1.2 **PHILPOST** represents and warrants that it has full power and authority to enter into this Memorandum of Agreement pursuant to Republic Act 7354 otherwise known as the Postal Service Act of 1993.

SECTION 2 - OBLIGATIONS OF PHILPOST

- 2.1 Ensures the collection/clearing of letter posting boxes at mutually agreed upon branches or outlets of the postal station in coordination with the **PARTY**.
- 2.2 Provides supervision over the postal station operations and sees to it that the covenant in the procurement and dispensing of stamps are strictly complied with.
- 2.3 Keeps an exclusive record of monthly stamps sales and submits the same to the **PARTY** including their kind and denomination.
- 2.4 Supplies the **PARTY** with adequate stamps and other postal products upon request to the nearest Post Office where the postal station is situated.
- 2.5 Processes and approves letters of intent/applications for joint venture establishments as well as provides funds and/or equipment to the **PARTY** in order to complement its operations.
- 2.6 Acts as consignor to other products of a third party such as packaging materials, mailers and other such goods to the **PARTY** as the need for these merchandises arises.

SECTION 3 - OBLIGATIONS OF THE PARTY

- 3.1 Pays the corresponding fees and posts performance security in the form of surety bond as agreed upon the signing of this Memorandum of Agreement.
- 3.2 Provides and install at its own expense a letterbox at designated and approved branches. A photocopy of the Letter Drop Box, Plans and Specifications are hereto attached as Annex "A" and made an integral part of this Agreement.
- 3.3 Provides weighing scales for determining the appropriate postal charges on mail items posted and dropped at the installed mail drop boxes.
- 3.4 Operates the Center at its own expense including the compensation and benefits of its employees or personnel subject to the operational supervision of **PHILPOST**.
- 3.5 Coordinates with **PHILPOST** prior to the installation of the letter drop boxes and submits or turns over the keys thereof to **PHILPOST**.
- 3.6 Acts as consignee for products supplied by **PHILPOST** and remits the corresponding share to the Postal Corporation.
- 3.7 Assumes liability for any pecuniary loss **PHILPOST** may suffer as a result of negligence or any offense committed by its personnel.

SECTION 4 - COMPLAINTS HANDLING

- 4.1 Complaints shall be handled with utmost dispatch and in accordance with the formal Complaint Procedure created for the purpose and approved by the Board.

SECTION 5 - COORDINATING COMMITTEE

- 5.1 Upon execution of this MOA, a Coordination Committee shall be created composed of staff from **BOTH PARTIES** who shall meet as often as possible upon call of **ANY OF THE PARTIES** to discuss ways and means of improving the alternative postal delivery system.
- 5.2 The committee shall discuss and solve problems encountered during the period of effectivity and implementation of this MOA
- 5.3 For issues and concerns requiring the attention of highest level of management of the Postal Corporation, the Committee shall elevate unresolved problems and recommend solutions based on their findings to **PHILPOST**.
- 5.4 **PHILPOST** shall decide on all unresolved problems/issues, defaults and awards damages/fines which may be adjudged against the **PARTY** on account of the latter's failures/defaults/violations.

SECTION 6 - WAIVER AND CUMULATIVE RIGHTS

- 6.1 No failure or delay on the part of **PHILPOST** in exercising any right, power or remedy accruing to it upon any breach or default of the **PARTY** under this Agreement and other collateral documents thereto implementing this MOA shall impair any such right, power or remedy nor shall it be construed as a waiver of any such breach, or default thereafter occurring nor shall a single or partial exercise or any such right or power precludes any other right or power hereunder.
- 6.2 All remedies, either under this MOA, and any other documents or by law otherwise afforded **BOTH PARTIES** shall be cumulative and not alternative.

SECTION 7 - TERMINATION OF THE MEMORANDUM OF AGREEMENT

- 7.1 **Grounds** - Any time after the execution of this contract, this MOA may be terminated at the instance of **ANY OR BOTH PARTIES** hereto or by reason of default described hereunder without prejudice to any other rights or remedies it is entitled under this MOA and applicable law.
- 7.2 **Events of Default** - Each of the following events shall constitute a valid ground for default:
- 7.2.1 Any failure, neglect or inability on the part of **EITHER OF THE PARTIES** to comply with any of the terms and/or conditions of this MOA;
- 7.2.2 Any misrepresentation or breach of warranty made in connection herewith and proven to have been incorrect or misleading as of the time it was made;
- 7.2.3 The present contract cannot be performed due to force majeure;
- 7.2.4 The postal station suffers from losses and is unable to continue operation.
- 7.3 **Procedure** - Termination of this MOA shall be by service to the other party of a written notice of termination, which shall take effect thirty (30) days after receipt of said written notice.

SECTION 8 - TERM OF AGREEMENT

This Memorandum of Agreement shall take effect on _____, ____ and shall be terminated on _____, _____. This MOA may be renewed every two (2) years at the option of **PHILPOST** alone upon such terms and _____ conditions as may be agreed upon by them, unless sooner revoked **BY EITHER PARTY**.

SECTION 9 - SEPARABILITY CLAUSE

- 9.1 If any part of this Memorandum of Agreement shall for any reason be declared invalid and unenforceable, the remaining portion not affected therein shall remain in full force and effect as if the parties would not have executed this MOA had they known the invalidity or unenforceability thereof.
- 9.2 Both parties agree to enter into a separate Consignment Agreement or Contract in a semi-private or joint venture arrangement for a Postal Station.

SECTION 10 - NON-LIABILITY CLAUSE

- 10.1 This Memorandum of Agreement shall not in any manner create an employer-employee relationship between the **PARTY** and/or its employees and **PHILPOST** so as to make one liable and/or responsible for any personnel injury or damage, including death sustained or caused by any of the personnel of the **PARTY** assigned to the centers particularly with respect to the Labor Code of the Philippines and all other social legislation laws and in connection therewith, the **PARTY** agrees and binds itself to save and hold **PHILPOST** from any and all liabilities arising wherefrom.

IN WITNESS WHEREOF, the parties hereunto set their hands on this _____ day of _____, at _____, Philippines.

PARTY) **PHILIPPINE POSTAL CORPORATION**_____ **(NAME OF**
By: **By:**

Regional Director

Name/Position/Title

WITNESSED BY:

ACKNOWLEDGEMENT

Before me a Notary Public for and in the City of Mandaue Cebu, personally appeared _____ with Community Tax Certificate No. _____, issued at _____, issued on _____, and Mr./Ms. _____ with Com. Tax No. _____, issued at _____, Issued on _____, known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed.

This instrument consisting of 4 pages including this page has been signed by the parties and their witnesses in the left margin thereof.

Witness my hand and seal, this _____ day of _____, in _____, Cebu, Philippines.

Doc. no. _____
Page no. _____
Book no. _____
Series of _____

Notary Public