**MEMORANDUM OF AGREEMENT**

***KNOWN ALL MEN BY THESE PRESENTS:***

This Memorandum of Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2019 by and between:

[Lead ARBO], a [type of organization], with an office located at [Lead ARBO address] represented herein by its [Position], [NAME], hereinafter referred to as “ACRONYM”;

and

[Other ARBO], a [type of organization], with an office located at [Other ARBO address] represented herein by its [Position], [NAME], hereinafter referred to as “ACRONYM”;

WITNESSETH:

WHEREAS, [LEAD ARBO] is an Agrarian Reform Beneficiaries Organization (ARBO) providing assistance to member-farmers in [Name of ARC].

WHEREAS, [Other ARBO] is [insert description].

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions hereinafter set forth, the parties do hereby bind themselves and agree on the following terms and conditions:

1. Purpose and Scope

The purpose of this Memorandum of Agreement is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaboration on the Department of Agrarian Reform – Italian Assistance to Agrarian Reform Communities Development Support Program (DAR-IARCDSP).

Specifically, both parties will cooperate to develop [specifics and objectives related to the project].

1. Background

Both parties see the benefit of this project, have a desire to pursue the project and have determined that each brings unique expertise and experience necessary to accomplish the objectives outlined above.

1. [Lead ARBO] Responsibilities

[Lead ARBO] shall undertake the following activities under this MOA:

* Extend financial services, machineries, hauling, agri input supply and agr trading service to the members of [Other ARBO]
* Mobilize savings or share capital from members of [Other ARBO] in behalf of the [Other ARBO] without meaning transfer membership
* Facilitate coordination and update of activities to [Other ARBO] through its representative
1. [Other ARBO] Responsibilities

[Other ARBO] shall undertake the following activities under this MOA:

* Authorize to [Lead ARBO] to extend financial services, machineries, hauling, agri input supply and agri trading service to the members of [Other ARBO]
* Assist the [Lead ARBO] in the extension of the above services
* Provide representative of [Other ARBO] to [Lead ARBO] in the implementation of the project
1. Termination and Breach of Contract

This agreement may be terminated due to the following grounds:

1. Refusal/failure of any of the parties with any of the provisions of this Agreement without any justifiable reason;
2. Misuse/mismanagement by any of the parties of the funds, or disbursements in a manner other than the purpose for which they are intended and as authorized by the members thereof;

Upon determining the existence of breach of contract, the Lead ARBO shall duly notify the Other ARBO within thirty (30) days and require the latter to comply with its responsibilities under this Agreement or explain the findings on misuse or mismanagement of funds.

1. Duration

This Agreement shall be effective until the completion of the project unless sooner terminated under Section 5 hereof.

1. Amendments

Any proposed amendment hereto must be in writing and must be mutually agreed upon by both parties.

1. Effectivity

This Agreement shall be immediately effective upon signing hereof by the parties.

IN WITNESS WHEREOF, the parties affixed their respective signatures on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 2019 at [location], Philippines.

|  |  |  |
| --- | --- | --- |
| Lead ARBO |  | Other ARBO |
|  |  |  |
| NAMETitle |  | NAMETitle |
|  |  |  |
| Date |  | Date |

**ACKNOWLEDGEMENT**

Republic of the Philippines)

Location………………..) S.S.

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2019 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines, personally appeared the following:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Proof of Identity |  | Date/Place/Issued |
| Name 1 |  |  |  |  |
| Name 2 |  |  |  |  |

Known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represent.

This instrument consisting of three (3) pages, including this page whereon this Acknowledgement is written has been signed on the left margin of each and every page thereof by the parties and their instrumental witnesses.

WITNESS MY HAND AND SEAL on the day, year and place above stated.

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