

Amount of Forty Three Million Four Hundred Twelve Thousand Five Hundred Pesos Only (P 43,412,500.00), to wit:

Item #	Qty	Unit	Description	Unit Price	Amount
1	17,365	Sacks	Commercial Rice (50 kilos per pack/sack)	P 2,500.00	P 43,412,500.00

**WHEREAS**, the Governor's Office (G.O.) under the First Party in coordination with OPSWD supervises the delivery of the sacks of rice to each Barangay in the Province;

**WHEREFORE**, in view of the foregoing consideration, the **FIRST PARTY** and **SECOND PARTY**, hereby mutually agree as follows:

**I. EFFECTIVITY:**

This Memorandum of Agreement (Agreement) shall be affective from the date on which the Agreement is signed by both parties.

**II. OBLIGATIONS OF THE SECOND PARTY:**

- a. The Second Party shall supply the First Party SEVENTEEN THOUSAND THREE HUNDRED SIXTY FIVE (17,365) sacks/packs of rice.
- b. The Second Party shall deliver the said packs of rice in such tranches and in such quantity, as may be determined by the First Party.
- c. The Second Party warrants that the quantity of rice to be supplied to the First Party is compliant with industry standards. For this purpose, the First Party shall have the right to inspect the delivered packs of rice prior to its acceptance.
- d. The Second Party shall deliver the packs of rice at such warehouse / storage, as may be determined by the First Party.

**III. OBLIGATIONS OF THE FIRST PARTY.**

- a. The First Party commits to pay the Second party FORTY THREE MILLION FOUR HUNDRED TWELVE THOUSAND FIVE HUNDRED PESOS ONLY (P43,412,500.00) for the SEVENTEEN THOUSAND THREE HUNDRED SIXTY FIVE (17,365) sacks/packs of rice.
- b. The quantity as received and accepted by the First Party through the Office of the Governor shall be the basis for the billing by the Second Party.

**IV. SEVERABILITY.** Should any part of this Agreement be declared null and void by the courts, the nullity thereof shall not affect the rest of the provisions of this Agreement which shall remain valid and binding.