

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT is entered into by and between:

THE NATIONAL PRINTING OFFICE, with office address at EDSA corner NLA Northside Road, Diliman, Quezon City, represented in this act by **FELIPE P. EVARDONE**, in his official capacity as OIC-Director, hereinafter referred to as the "NPO"

- and -

COMMISSION ON ELECTIONS, a constitutional body, with principal office at Intramuros, Manila, represented in this act by **BENJAMIN S. ABALOS, Sr.**, in his capacity as Chairman, hereinafter referred to as the "COMELEC".

WITNESSETH: That ...

WHEREAS, the NPO previously known as the Government Printing Office, is mandated under Section 184 of the Omnibus Election Code of the Philippines to print ballots, election returns and other printed election paraphernalia;

WHEREAS, pursuant to and by virtue of said legal authority, the COMELEC has commissioned the NPO in the printing of official ballots, election returns, certificates of canvass and statement of votes to be used in the May 14, 2007 national and local elections;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereafter set forth, the Parties hereby agree as follows:

1. The **NPO** agrees to print the official ballots, election returns, certificate of canvass and statement of votes in accordance with the duly approved specifications by **COMELEC**, (Listed in Annex "A")
2. The **NPO** will not in any way sub-contract or farm out the printing jobs to private printers in order to ensure the security and authenticity of said Election Documents.
3. The **NPO** agrees that flats, cuts and types used in the printing of the aforesaid Election Documents shall be surrendered to the **COMELEC** immediately upon completion of the printing of said Election Documents.
4. The **NPO** shall lease all the necessary printing machines as the jobs may require in order to augment its present printing capability at no extra cost to the **COMELEC**, the names of printing presses, the size of printing machines, the number and the kind thereof so leased, shall immediately be submitted to **COMELEC**;

5. The **NPO** assures that it has adequate **infrastructure or structural security** and space necessary in the printing of said Election Documents.
6. The **NPO** commits itself to abide by and **strictly follow the mutually agreed upon all** the printing and delivery schedules and timelines **required** by the COMELEC and shall immediately submit to COMELEC upon signing of this MOA the work flow thereon. **Failure to follow any of the printing and delivery schedules and timelines shall cause the immediate termination of this Agreement, and the COMELEC shall forthwith enter into an agreement, if still feasible, with other printers in view of the urgent and expedient need to immediately print and deliver ballots, election returns, and other election paraphernalia for purposes of the May 14, 2007 elections. Failure to provide and print ballots, election returns, certificates of canvass, and other election paraphernalia, and its consequences, shall be for the sole accountability of NPO.**
7. Security measures shall be strictly implemented and enforced by the NPO pursuant to COMELEC requirements and any breach thereof, like the occurrence of leakage, tampering, pilferage, and other breaches, shall be the exclusive responsibility of NPO, provided that the COMELEC may provide for additional security forces and measures including the installation of surveillance cameras, if necessary, and deputize any personnel from the Philippine National Police (PNP) to secure the printing, binding storage and distribution of the Election Documents.
8. The **COMELEC** shall be accountable for the security of said Election Documents the moment they get out of the **NPO** premises for purposes of distribution and delivery.
9. The **COMELEC** abides itself to submit all duly approved layouts and/or designs of said election documents within the production schedules and timelines mutually agreed upon by the COMELEC and NPO.
10. The **NPO** likewise commits itself to abide by and strictly follow the required specific features of the ballots, election returns, certificates of canvass, and other election paraphernalia. Any defect or deviation from the required specifications in the printing of ballots, election returns, certificates of canvass and other election paraphernalia by the NPO shall equally cause the immediate termination of this Agreement and shall authorize the COMELEC to enter into an agreement with other printers, since it materially affects the integrity of the ballots, election returns, and other election paraphernalia. Any occurrence of such defect or deviation from the required specifications of the election documents shall be for the sole accountability of NPO and it shall likewise be liable for any consequent damages and liability that may arise therefrom.

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11. The NPO shall submit to the COMELEC the list of all printing machines and other materials to be used in the printing of ballots, election returns, certificates of canvass, and statement of votes, together with the layout of the NPO premises where said election documents shall be printed and the names and official designation of personnel who will be utilized in the printing of the aforesaid election documents.
12. The COMELEC shall procure the paper requirements for the ballots, election returns, certificates of canvass and statement of votes in consultation with the NPO in order to ensure that the paper it will buy will be compatible with the printing presses of the NPO and avoid any hitches.

IN WITNESS WHEREOF, the parties have signed this MEMORANDUM OF AGREEMENT this _____ day of February, 2007 in Quezon City, Metro Manila, Philippines.

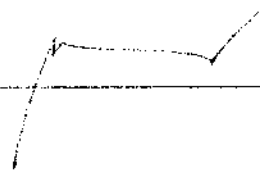
NATIONAL PRINTING OFFICE
(NPO)

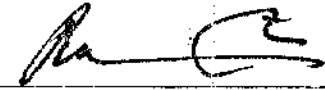
COMMISSION ON ELECTIONS
(COMELEC)


FELIPE P. EVARDONE
OIC - Director


BENJAMIN S. ABALOS, SR.
Chairman

SIGNED IN THE PRESENCE OF:

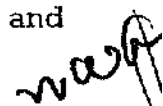




ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY, METRO MANILA) S.S

BEFORE ME, a Notary Public for and in Quezon City personally appeared FELIPE P. EVARDONE with Community Tax Certificate No. 20116931 issued on 01/22/07 at Quezon City representing the NATIONAL PRINTING OFFICE, and BENJAMIN S. ABALOS, SR. with with Community Tax Certificate No. 21419782 issued on 03/01/06 at Mandaluyong City representing the COMMISSION ON ELECTIONS known to me to be same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their true and




voluntary free act and deed as well as the free act and deed of the government entities they represent.

28 FEB 2007

WITNESS MY HAND AND NOTARIAL SEAL this _____ day of

2007 at Quezon City
City of Manila

Doc. No. 99
Page No. 20
Book No. 1
Series of 2007



ATTY. RAMIL JOSE LINO B. TAMAYO
NOTARY PUBLIC
PTR NO. 5308830 1-02-07 MLA.
UNTIL DECEMBER 31, 2007
IBP NO. 703689 / 2-8-07
ROLL NO. 49687

ANNEX "A"

This MEMORANDUM OF AGREEMENT is entered into by and between :

NATIONAL PRINTING OFFICE, with office address at EDSA corner NIA Northside Road, Diliman, Quezon City, represented in this act by **FELIPE P. EVARDONE**, in his official capacity as OIC-Director, hereinafter referred to as the "NPO"

- and -

COMMISSION ON ELECTIONS, A CONSTITUTIONAL BODY, with principal office at Intramuros, Manila, represented in this act by **BENJAMIN S. ABALOS, SR.**, in his capacity as Chairman, hereinafter referred to as "COMELEC"

LIST OF ELECTION DOCUMENTS

- 1) CEF No. 6 – Official Ballots
- 2) CEF No. 9 – Election Returns
- 3) CEF No. 21 – Certificate of Canvass
- 4) CEF No. 20 – Statement of Votes

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