

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into by and between:

The **UNIVERSITY OF THE PHILIPPINES MINDANAO**, a constituent unit of the UNIVERSITY OF THE PHILIPPINES, the national university of the Philippines, created by virtue of the Act. No. 1870, as amended and re-organized and operating by virtue of Republic Act No. 9500, with principal address at Administration Building, Mintal, Tugbok District, Davao City, represented by its Chancellor, **LYRE ANNI E. MURAO, Ph.D.**, hereinafter referred to as the "UP MINDANAO".

- and -

The **ANDA RIVERVIEW MEDICAL CENTER, INC.**, a private hospital established and existing under Philippine laws, with office address at Magallanes Street, Davao City, represented by its President, **ANTHONY A. TESORO, M.D.**, herein referred to as "ARMCI".

RECTALS:

The UP MINDANAO requires its regular and casual employees to undergo a physical examination every year to ensure that they are physically fit to do their respective duties and responsibilities.

The UP MINDANAO posted the Request for Quotation for the Annual Physical Examination of UP Mindanao employees, which has an approved budget of PhP 286,500.00 at www.philgeps.gov.ph.

The UP MINDANAO awarded the Contract for the Annual Physical Examination of UP Mindanao Employees to ARMCI.

NOW, THEREFORE, the parties agree as follows:

1. **Venue and Date of Examination.** – The Diagnostic Examination shall be conducted within the premises of ARMCI on 4-5 December 2023; likewise, evaluation of diagnostic results and consultation with the physician will be on 11 December 2023 within the premises of UP Mindanao.

Employees who for valid reasons, as certified in writing by the Human Resources and Development Office of UP Mindanao, will not be available on the set date of the Annual Physical Examination, shall be responsible for coordinating with ARMCI on their preferred dates, which shall not be later than 10 days from the date stated above. Employees who fail to undergo their physical examination within the 10-day period will no longer be entitled to the benefit. These special examinations shall be conducted at the main clinic of ARMCI.

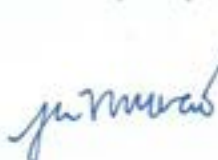
2. **Examination Packages.** – ARMCI shall undertake the Annual Physical Examination Requirement for UP Mindanao employees with the following examination package:

COMPREHENSIVE ANNUAL PHYSICAL EXAMINATION:

(For Male and Female Employees)

- Physical Examination by ROD
- Chest X-Ray
- Complete Blood Count (CBC) w/ Platelet Count
- Routine Urine
- ECG 12 Leads







- Fasting Blood Sugar (FBS)
- Serum Creatinine
- Cholesterol

3. **Results.** – ARMCI shall submit to UP MINDANAO the results **Ten (10) working days** after the completion of the physical examination. For those employees who made special arrangements with ARMCI, the results likewise shall be submitted ten (10) days after the lapse of the 10-day period referred to no.1.

4. **Contract Amount.** – The contract price for the Annual Medical Examinations Requirement aforementioned shall be **One Thousand Five Hundred Pesos only (PhP1,500.00)** per employee.

The contract price shall be for the Annual Medical Examination services to be conducted to **One Hundred Ninety-One (191) UP MINDANAO employees.**

Both parties agree that the contract price herein stated already includes all applicable taxes, EVAT fees, and charges required by the government. ARMCI holds UP MINDANAO free from liability for any or all taxes arising out of this transaction.

The contract price herein agreed shall not be subject to any increase or upward adjustments for any reason or cause whatsoever for the duration of the Contract.

5. **Billings.** – ARMCI shall submit to UP MINDANAO its statement of account together with the results.

ARMCI agrees to grant UP MINDANAO a credit term of **THIRTY (30) DAYS** after receiving the statement of account.

The payment shall be based on the billing corresponding to the actual number of employees who will undergo the basic and optional examination packages.

6. **Liability to Third Persons.** – UP MINDANAO shall not be liable for any damage or prejudice caused to third persons arising out of or related to this Agreement, provided that there was no negligence on the part of UP MINDANAO.

7. **Dispute Resolution.** In case of conflict between the Parties, arising from this Agreement, the Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute. Existing Institute policies on alternative dispute resolution shall be followed by the parties unless clearly specified elsewhere in the MOA.

Should the parties fail to reach an amicable settlement of the subject dispute, the same shall be submitted to arbitration, in accordance with Republic Act No. 9285 or the ADR Law of 2004. However, should the dispute among the Parties reach the courts of law, the parties herein agree that the same shall be solely brought before the competent courts of the Davao City, Philippines.

8. **Amendments and Revisions.** – All amendments or revisions shall be agreed upon by the parties, executed through the proper written instrument, and made an integral part of this Agreement.

IN WITNESS WHEREOF, the parties set their hands this _____ day of _____ 2023 at Davao City, Philippines.

**UNIVERSITY OF THE PHILIPPINES
MINDANAO**

**ANDA RIVERVIEW MEDICAL
CENTER, INC.**

By:



LYRE ANNI E. MURAO, Ph.D.
Chancellor

By:



ANTHONY A. TESORO, M.D.
President/CEO

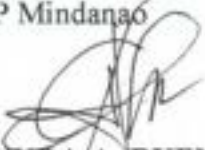
Signed in the presence of:



LEO MANUEL B. ESTAÑA
Vice Chancellor for Administration
UP Mindanao



ELVIRA S. MERCADO, RN, MN
General Manager
ARMCI



LYNDA A. BUENAOBRA
Chief, HRDO
UP Mindanao

2023-12-1367

Republic of the Philippines)
DAVAO CITY.....)S.S.
X-----X

ACKNOWLEDGMENT

NOV 30 2023

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of _____, 2023, personally appeared:

- | Name | Government Issued ID |
|----------------------------|----------------------|
| 1. Lyre Anni E. Murao, PhD | TIN 921-478-419-000 |
| 2. Anthony A. Tesoro, M.D. | TIN 922-609-765 |

known to me and by me known to be the same person who executed the foregoing instrument and acknowledge to me that the same is a free and voluntary act and of the entities I respectively represent.

This instrument, consisting of four (4) pages including this page where the Acknowledgment is written, refers to a Memorandum of Agreement. It is signed by both parties and their witnesses on every page.

WITNESS MY HAND AND SEAL this _____ day of NOV 30 2023 2023 at Davao City, Philippines.

Doc. No. 107;
Book No. 23;
Page No. CLXXXVIII
Series of 2023.



JOSEPH DOMINIC S. FELIZARTA, C.E., EnP.
Notary Public - Davao City
Until December 31, 2023
Notarial Commission Serial No. 2022-095-2023
PTR # 7928780/01-03-2023/Davao City
IBP # 268289/01-04-2023/Davao City
Roll of Attorney's No. 48817
MCLE Compliance No. VII-0026485

(Handwritten signatures in blue ink)