

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The **DEPARTMENT OF TRADE AND INDUSTRY – BUREAU OF PHILIPPINE STANDARDS**, a national government agency duly established and existing under laws of the Republic of the Philippines with its principal office address at the Trade and Industry Building, 361 Sen. Gil J. Puyat Avenue, Makati City, Metro Manila represented herein by its Director, **NEIL P. CATAJAY**, and herein referred to as “**DTI-BPS**”;

- and -

The **DEPARTMENT OF AGRICULTURE - NATIONAL TOBACCO ADMINISTRATION**, a government institution, duly organized and existing under and by virtue of Executive Order No. 245 s. 1987, as amended with principal office address at the 3rd & 4th Floors Ben-Lor Building, 1184 Quezon Avenue, Quezon City, Metro Manila represented herein by its Administrator/CEO, **ROBERT VICTOR G. SEARES JR.**, and herein referred to as “**DA-NTA**”

WITNESSETH, THAT

WHEREAS, Executive Order No. 292, otherwise known as the Administrative Code of 1987, empowers the Department of Trade and Industry (DTI) to protect consumers from trade malpractices and from substandard or hazardous products; to develop the capabilities of industry to upgrade the quality of products according to competitive international standards; and to take the primary role in negotiating and reviewing existing relevant international trade agreements;

WHEREAS, Republic Act No. 7394 of 1992, known as the “Consumer Act of the Philippines” promulgates the development of consumer product quality and safety standards by three departments of which the Department of Agriculture (DA) shall enforce the implementing rules and regulations with respect to products related to Agriculture, the Department of Health (DOH) for food, drugs, cosmetics, devices and substances; and the DTI for other consumer products which are primarily for personal, family or household purposes;

WHEREAS, under Republic Act No. 4109, “An Act to Convert the Division of Standards Under the Bureau of Commerce into a Bureau of Standards, to Provide for the Standardization and/or Inspection of Products and Imports of the Philippines and for Other Purposes,” the DTI-Bureau of Philippine Standards (DTI-BPS) is the recognized National Standards Body in the Philippines mandated to develop, implement, and coordinate standardization activities in the country and is mandated to establish standards for, and inspection of, all agricultural, forest, mineral, fish, industrial and all other products of the Philippines for which no standards have as yet been fixed by law, executive order, rules and regulations;

WHEREAS, Section 12 (d) of Executive Order No. 133, “Reorganizing the Department and Industry, Its Attached Agencies, and for other Purposes,” mandates the **DTI-BPS** to maintain consultative liaison with the International Organization for Standardization (ISO), Pacific Area Standards Congress, and other international standards organizations;

WHEREAS, the DTI Department Administrative Order (DAO) No. 19-08 series of 2019, otherwise known as the “National Recognition for Standards Development Organizations (SDOs)” provides for the recognition of organizations, either in the


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public or private sector, possessing the necessary expertise and have the capacity and resources to develop standards as well as the adoption of the standards developed by SDOs as Philippine National Standards to establish cohesion of all standards development activities on a national level, optimize resources, and prevent duplication of work;

WHEREAS, through DAO No. 19-08 series of 2019, the DTI recognizes the DA-NTA as a Public SDO tasked to develop standards on various tobacco products, tobacco production and processing technologies, and facilities and related operational efficiency standardization works;

WHEREAS, Executive Order 245 s. 1987, otherwise known as "Implementing the Consolidation of all Tobacco Agencies and the Creation of the National Tobacco Administration, Prescribing its Charter and for Other Purposes", mandates the **DA-NTA** to promote the balanced and integrated growth and development of the tobacco industry to help make agriculture a solid base for industrialization and to promulgate and enforce rules and regulations on the production, standardization, classification, grading and trading of tobacco and tobacco products as may be necessary to attain its purposes and objectives and to pursue the policy of government on tobacco;

WHEREAS, there is an imperative need for closer coordination and collaboration in the development and promulgation of the Philippine National Standards between **DTI-BPS** and the **DA-NTA** on various tobacco-based products, tobacco production and processing technologies, and facilities and related operational efficiency standardization works in order to:

- a. Strengthen the capabilities and foster the growth of tobacco and tobacco products industries and its stakeholders;
- b. Improve the productivity and competitiveness of tobacco and tobacco products and related services for both domestic and foreign markets; and
- c. Facilitate tobacco trade through the elimination of technical barriers to trade

NOW, THEREFORE, in view of the foregoing premises, the Parties hereto agree as follows:

ARTICLE I AREAS OF COOPERATION

1. Both Parties shall promote the use of standards, codes of practice, and other standardization aspects affecting the government regulatory agencies using quad media approach such as, but not limited to: standards blitz, newspapers, magazines, TV, radio, billboards, direct mail, telephone, fax, and internet.
2. Both Parties, in collaboration with relevant government agencies and other stakeholders, shall develop by consensus and promulgate standards and technical regulations for regulatory agencies. Adoption of relevant ISO standards, International Electrotechnical Commission's (IEC) standards, and other internationally accepted standards shall be given primary consideration.
3. Both Parties shall adhere to the provisions stated in the DTI Department Administrative Order No. 19-08 Series of 2019.
4. Both Parties shall adhere to the Philippine commitments and obligations under the World Trade Organization Agreement on Technical Barriers to Trade (WTO-TBT) particularly on the Code of Good Practice for the Preparation, Adoption, and

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Application of Standards.

**ARTICLE II
DEPARTMENT OF TRADE AND INDUSTRY – BUREAU OF PHILIPPINE
STANDARDS RESPONSIBILITY**

The **DTI-BPS** shall furnish the **DA-NTA** copies of ISO and IEC standards to be used in the development of Philippine National Standard on Tobacco and Tobacco products. Both Parties shall, at all times, observe ISO and IEC copyright rules and procedures such as the "*Policy for the Distribution, Sales, and Reproduction of ISO publications and the protection of ISO's Copyright (POCOSA)*"

**ARTICLE III
NATIONAL TOBACCO ADMINISTRATION RESPONSIBILITIES**

1. The **DA-NTA** shall furnish the **DTI-BPS** the status of the development of leaf tobacco, tobacco products and heated tobacco products standards in order to harmonize all standardization works at the national level and as part of WTO requirements for transparency;
2. The **DA-NTA** shall establish its procedure in compliance with the **DTI-BPS** guidelines as specified in all the **DTI-BPS** directives and procedures;
3. The **DA-NTA** shall submit to the **DTI-BPS** the leaf tobacco, tobacco products and heated tobacco products standards for evaluation, adoption, and promulgation as Philippine National Standard;
4. The Philippine National Standards to be developed shall be observed and prioritized as a reference to technical regulations.

**ARTICLE IV RESPONSIBILITIES OF BOTH
PARTIES**

1. Both Parties shall allow the use of their respective laboratory facilities for testing purposes when necessary, for the purpose of verification of the requirements of standards subject to the priorities of the parties, the availability of funds, and other resources, including applicable guidelines and/or operations manual on the use of such facilities. The Parties shall, if necessary, enter into a definitive agreement outlining the scope of the joint use of the respective laboratory facilities and accompanying responsibilities.
2. All costs and expenses incurred by a Party in relation to this Memorandum of Agreement shall be borne and paid by the Party incurring the same without charge to or reimbursement from the other Party, subject to existing government budgeting, accounting, and auditing rules and regulations.

Both Parties will agree to terms on provisioning of honorarium to members of the technical committees formed, subject to existing laws and regulations guiding the grant of honoraria and respective budget allocations.

3. In the performance of their obligations under this Agreement, the Parties shall ensure the privacy and security of any and all confidential, privileged, personal and/or sensitive personal information that the Parties (and their officers, employees, or agents) may have access to; and shall store, use, process, and dispose the said confidential, privileged, personal and/or sensitive personal information in accordance with Republic Act 10173 otherwise known as the "Data Privacy Act of 2012," and its Implementing Rules and Regulations (IRR) and


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applicable issuances issued by the National Privacy Commission (NPC). This clause shall survive the termination or expiration of this Memorandum of Agreement. Any violation of this clause and any of the provisions of the Data Privacy Act and its IRR by the Parties (and their officers, employees, or agents) shall be subject to the corresponding sanctions, penalties, or fines under the said law without prejudice to any other civil and/or criminal liability, as may be applicable.

ARTICLE V INTELLECTUAL PROPERTY RIGHTS

Ownership of and intellectual property rights to the standards to be developed by the NTA shall remain with the DTI-BPS and shall not be used by the other Party for any purpose other than the adoption of the Philippine National Standards and its promulgation without prior written consent of the NTA. All printed materials, presentations, including and not limited to the PNS publication will contain due recognition to the NTA as the owner of said standards.

ARTICLE VI EFFECTIVITY AND TERMINATION OF AGREEMENTS

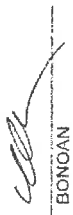
This Agreement shall take effect on January 07, 2021 and shall remain in force and effect until revoked or revised. Either Party may terminate this MOA at any time with sixty (60) days prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party.

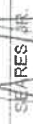
ARTICLE VII AMENDMENTS

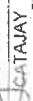
This Agreement may be revised, amended, or repealed upon mutual agreement of herein Parties, which must be set forth in writing.

ARTICLE VIII MISCELLANEOUS PROVISIONS

1. This Memorandum of Agreement must not be in conflict with existing laws, legal orders, procedures, or rules and regulations, otherwise the pertinent provision/s violating or conflicting with said existing laws, legal orders, procedures or rules and regulations will be void. If any provisions of this Memorandum of Agreement is held invalid or declared contrary to law, the validity of the other conditions or provisions shall not be affected.
2. Both Parties shall ensure faithful compliance of the terms and conditions of this Memorandum of Agreement.
3. This Agreement shall be governed by and interpreted under the laws of the Republic of the Philippines.
4. In the event of any dispute arising out of or related to this Agreement, the same shall be settled amicably by mutual consultation between the Parties. In case the Parties fail to amicably settle their dispute, the same shall be resolved in the manner prescribed under Chapter 14, Book IV of the Administrative Code of 1987.
5. No failure or delay on the part of a Party to exercise any right, power or privilege hereunder, or to enforce at any time or for a period of time any provision hereof, shall be construed to be a waiver of such right, power,


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privilege or provision or of the right of the party thereafter to exercise such right, power or privilege, or enforce such provision.

IN WITNESS WHEREOF, the Parties hereto signed this Memorandum of Agreement this January 07, 2021 at _____ City.

DEPARTMENT OF TRADE AND
INDUSTRY-BUREAU OF PHILIPPINE
STANDARDS

BY:


NEIL P. CATAJAY
Director


DEPARTMENT OF AGRICULTURE-
NATIONAL TOBACCO
ADMINISTRATION

BY:


ROBERT VICTOR G. SEARES, JR.
Administrator/CEO

SIGNED IN THE PRESENCE OF:


ENGR. MARIO U. GAUDIANO
Division Chief
Standards Development Division


ROBERTO R. BONOAN, Ph.D.
Officer-in-Charge
Deputy Administrator for Operations

Republic of the Philippines)

CITY OF: _____) S.S

ACKNOWLEDGMENT

BEFORE ME, on this _____ day of _____, 2021 at _____ personally appeared the following public officials, namely:

NEIL P. CATAJAY, with identification no. _____ in representation of DTI-BPS;

- and -

ROBERT VICTOR G. SEARES JR., with identification no. _____ representation of DA-NTA,

whom I have identified through competent evidence of identity and to me to be the same persons who signed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their free act and deed and of the government agencies they represent.

This instrument, consisting of five (5) pages including the page where this acknowledgment is written, was signed by the Parties and their witnesses on each and every page thereof.

WITNESS MY SIGNATURE AND NOTARIAL SEAL on the date and place first above written.

NOTARY PUBLIC



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