MEMORANDUM OF AGREEMENT
FISH PRODUCTS SUPPLY AND INSTITUTIONAL PARTNERSHIP

This Memorandum of Agreement is entered into this 6th day of March 2025, by and between:

HOLY CHILD CENTRAL COLLEGES, INC. (HCCCI), a private higher education institution located in Surallah, South Cotabato, Philippines, represented herein by its Executive Vice President, **VANESSA MARIE L. ANTIQUIN, MMEM**, hereinafter referred to as the **FIRST PARTY**;

-and-

RELL AND RENN FISHING CORPORATION (RRFC), a fishing and seafood enterprise based in General Santos City, Philippines, represented herein by its Chief Executive Officer, **MARIVET S. CABALLERO**, hereinafter referred to as the **SECOND PARTY**.

Both parties, recognizing their institutional and industry relationship and their shared commitment to quality, responsible business practices, and sustainable development, hereby agree to the following terms and conditions:

1. PURPOSE AND OBJECTIVES

This Agreement establishes a framework for the supply of fish products by RRFC to HCCCI for its institutional requirements, school operations, and official activities and events.

It further seeks to strengthen the partnership between the academic institution and the fishing industry through knowledge-sharing, industry engagement, and opportunities for academic–industry collaboration.

2. SCOPE OF SUPPLY

RRFC shall serve as one of HCCCI's preferred suppliers of fish products and seafood requirements, subject to product availability, agreed specifications, pricing, and delivery arrangements.

The supply arrangement shall cover the following:

a. **Regular Institutional Requirements** – Fish products and seafood for HCCCI's institutional food requirements, school operations, and other authorized procurement needs.

b. **Institutional Events and Functions** – Fish products and seafood for both small-scale and large-scale institutional activities, including but not limited to conferences, seminars, conventions, meetings, celebrations, school programs, institutional gatherings, and other official events.

c. **Special and Bulk Orders** – Large-volume requirements for major institutional events and functions, subject to advance coordination and confirmation of product availability.

The specific products, quantities, specifications, and delivery arrangements shall be mutually agreed upon by both parties for each order.

3. PRODUCT QUALITY AND FOOD SAFETY

RRFC commits to supplying fresh, safe, and high-quality fish products that comply with applicable food safety standards and the specifications agreed upon by both parties.

All products shall be properly handled, processed where applicable, stored, packaged, and transported to maintain their quality and safety.

HCCCI reserves the right to inspect delivered products and reject those that are spoiled, damaged, contaminated, or do not meet the agreed specifications.

4. ORDERING AND DELIVERY ARRANGEMENTS

HCCCI shall communicate its supply requirements to RRFC through authorized institutional representatives.

For regular requirements, orders shall be coordinated according to mutually agreed schedules.

For institutional events and major functions, HCCCI shall endeavor to provide advance notice of the required products, quantities, and delivery schedules to allow RRFC sufficient time for preparation and fulfillment.

RRFC shall make reasonable efforts to fulfill confirmed orders within the agreed delivery schedule. Any anticipated delay, shortage, or inability to supply shall be communicated promptly to HCCCI.

Delivery arrangements, including the designated receiving location and authorized receiving personnel, shall be mutually coordinated.

5. PRICING AND PAYMENT

The prices of fish products and seafood shall be mutually agreed upon by both parties based on product specifications, quantities, market conditions, and delivery requirements.

Any adjustment in prices shall be communicated to HCCCI and approved before implementation.

Payment terms, invoicing procedures, and other financial arrangements shall be mutually agreed upon and documented through the applicable purchase orders, delivery receipts, or other authorized procurement documents of HCCCI.

6. REJECTION AND REPLACEMENT OF PRODUCTS

HCCCI reserves the right to reject products that fail to meet the agreed quality, freshness, safety, or quantity requirements.

RRFC shall replace rejected products at no additional cost or provide an appropriate refund or credit, as mutually agreed upon by both parties.

Both parties shall promptly coordinate to resolve concerns involving product quality, delivery, or fulfillment of orders.

7. SUSTAINABLE FISHERIES AND RESPONSIBLE SOURCING

Both parties recognize the importance of responsible fisheries management, sustainable utilization of aquatic resources, and environmentally responsible business practices.

In this regard, both parties shall endeavor to:

a. Promote responsible sourcing and procurement of fish products from lawful and responsible sources;

b. Encourage awareness of sustainable fishing practices and the conservation of aquatic ecosystems;

c. Support responsible resource utilization and the reduction of unnecessary waste throughout the handling, storage, packaging, and delivery of fish products;

d. Encourage environmentally responsible practices among relevant suppliers and supply chain partners; and

e. Promote cooperation and knowledge-sharing on sustainable fisheries and responsible marine resource management.

Both parties shall make reasonable efforts to integrate these commitments into their respective operations and supply chain activities.

8. ACADEMIC–INDUSTRY COLLABORATION

Recognizing RRFC's industry experience and HCCCI's role as an educational institution, both parties may explore opportunities to strengthen academic–industry collaboration through:

a. Industry knowledge-sharing and educational discussions on fisheries, seafood production, processing, and supply chain management;

b. Direct study involvement and industry exposure opportunities for HCCCI students, subject to mutually agreed arrangements;

c. Faculty and student engagement with relevant industry operations and practices;

d. Collaborative initiatives promoting responsible fisheries practices, resource conservation, and sustainable industry development; and

e. Other mutually agreed educational, institutional, and industry-related activities.

Specific activities under this provision shall be subject to separate coordination and mutual approval by both parties.

9. RESPONSIBILITIES OF THE PARTIES

9.1. Responsibilities of HCCCI

HCCCI shall:

a. Communicate its institutional and event-related supply requirements to RRFC;

b. Provide reasonable advance notice for scheduled institutional activities and bulk orders;

c. Coordinate product specifications, quantities, delivery schedules, and receiving arrangements;

d. Facilitate inspection and acceptance of delivered products; and

e. Settle payments in accordance with mutually agreed terms and applicable institutional procedures.

9.2. Responsibilities of RRFC

RRFC shall:

a. Supply fish products according to the agreed quality, specifications, quantities, and delivery schedules;

b. Ensure proper handling, storage, packaging, and transportation of products;

c. Communicate product availability, pricing, and any anticipated supply constraints;

d. Provide appropriate supporting documents for deliveries and transactions; and

e. Cooperate with HCCCI in mutually agreed academic–industry and sustainability-related initiatives.

10. EFFECTIVITY, RENEWAL, AND TERMINATION

This Agreement shall take effect upon signing by both parties and shall remain valid for a period of one (1) year, unless earlier terminated in accordance with this Agreement.

It may be renewed annually upon mutual agreement of both parties.

Either party may terminate this Agreement by providing fifteen (15) calendar days' written notice to the other party, subject to the settlement of outstanding obligations and confirmed orders.

Any renewal, modification, or amendment shall be made in writing and acknowledged by both parties.

11. NON-EXCLUSIVITY

This Agreement establishes RRFC as one of HCCCI's preferred suppliers of fish products and seafood.

Nothing herein shall prevent HCCCI from procuring products from other suppliers when necessary due to product availability, pricing, quality requirements, delivery limitations, or other institutional considerations.

12. GENERAL PROVISIONS

Both parties agree to act in good faith and fulfill their respective responsibilities under this Agreement.

Any concerns arising from its implementation shall be addressed through consultation and mutual agreement.

Any amendment or modification shall be made in writing and approved by both parties.

This Agreement shall be governed by the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 6th day of March 2025, at General Santos City, Philippines.

FIRST PARTY

VANESSA MARIE L. ANTIQUIN, MMEM
Executive Vice President
HOLY CHILD CENTRAL COLLEGES, INC.

SECOND PARTY

MARIVET S. CABALLERO
Chief Executive Officer
RELL AND RENN FISHING CORPORATION

SIGNED IN THE PRESENCE OF:

Niel Del Rosario

Jack Robin Lacerna