

## LETTER OF AGREEMENT

This AGREEMENT is made and entered between:

The **PHILIPPINE NUCLEAR RESEARCH INSTITUTE (PNRI)** represented by the Division Chief of the Nuclear Services Division, and hereafter referred to as the **LESSOR**

-and-

The \_\_\_\_\_, a private entity duly operating and doing business in the Philippines and hereinafter referred to as the **LESSEE**.

### WITNESSETH:

Whereas, the LESSOR is the owner of the following radiation monitoring instrument designated as: \_\_\_\_\_

Which is available for lease in order to monitor the work area of the LESSEE for radiation protection purposes;

Whereas, the LESSEE has requested to utilize the above-described instrument/s of the LESSOR in connection with the former's licensed handling of radioisotopes/radioactive materials and/or radiation sources.

NOW THEREFORE, the LESSOR and the LESSEE agree to the following:

1. That the LESSOR shall transfer the possession of the above-described radiation monitoring instrument to the LESSEE, and the LESSEE shall accept and take possession of the said instrument subject to the following terms and conditions:
  - a. The LESSEE shall use the above-described instrument exclusively for the purpose above-indicated in accordance with more or less the herein schedule and subject to the availability of the monitoring instrument:

PERIOD	NO. OF WEEK	AUTHORIZED PLACE OF USE
_____	_____	_____
_____	_____	_____
_____	_____	_____

- b. The LESSEE shall pay the LESSOR for the use of said instrument for the weekly rental of P2,400.00 (Two Thousand Four Hundred Pesos)/ unit to be computed from the day of the actual transfer of possession of said instrument to the LESSEE until the day of its return to and acceptance by the LESSOR, a fraction of a week being considered a full week. Payment of the lease shall be made before the transfer to and acceptance of said instrument by LESSEE;
  - c. The LESSEE shall return the possession of and deliver to the LESSOR said instrument at the end of the stipulated period indicated above without necessity of notice from the latter to the former. Failure to return said instrument on the last day of the lease period shall obligate the LESSEE to pay LESSOR the weekly lease amount as specified in the

preceding paragraph, plus a 12% interest applied to every week of delay, a fraction of a week being considered a full week;

- d. The LESSOR reserves the right, after due notice to LESSEE, to demand the return of said instrument to the former even before the termination of the lease period;
- e. The LESSEE shall provide and be responsible for the transport to and from the indicated place of use;
- f. In case of such loss/damage to the instrument, the LESSEE shall be responsible for replacing said instrument, or parts thereof as may be determined by the LESSOR;
- g. The LESSEE shall be responsible for the ordinary repair or maintenance of the instrument and its associated parts. Any major repair or repairs that are found to be necessary shall be at the expense of the LESSEE. Also, the LESSEE shall ensure that the said instrument is in good working condition upon return of the instrument to the LESSOR.

2. This AGREEMENT shall terminate on \_\_\_\_\_ and shall supersede and revoke any prior contract which the LESSOR may have executed with the LESSEE. Further, herein contract may be amended, modified or earlier terminated at the option of the LESSOR;

IN WITNESS WHEREOF, parties aforementioned hereunto affix their signature on the date herein before written.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PHILIPPINE NUCLEAR  
RESEARCH INSTITUTE (PNRI)**

**CUSTOMER**

**PRECIOSA CORAZON B. PABROA, Ph.D.**  
Chief, Nuclear Services Division

\_\_\_\_\_  
Signature over printed name  
Designation: \_\_\_\_\_

**WITNESS**

**RONALD E. PIQUERO**  
PNRI Representative

\_\_\_\_\_  
Signature over printed name

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**ACKNOWLEDGEMENT**

Republic of the Philippines)  
Quezon City ) ss.

BEFORE ME, a Notary Public of  
\_\_\_\_\_ personally appeared  
**PRECIOSA CORAZON B. PABROA** with Passport No. **S0004626A** issued at **DFA Manila** on **07 August 2017**.

and

\_\_\_\_\_ with Passport/LTO/PRC/Voter/Postal ID No.  
\_\_\_\_\_

issued at \_\_\_\_\_ on \_\_\_\_\_, 20\_\_ known to me to be the same persons who have executed the above Memorandum of Agreement and who acknowledge that the same is their voluntary act and deed. I further certify that this document consists of (2) pages, including this page upon which this acknowledgement is written, and that the parties together with their instrumental witnesses have signed their names on the left-hand margin of each page of this document.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 201\_\_ at the \_\_\_\_\_, Philippines.

NOTARY PUBLIC  
Until December 31, 20\_\_  
PTR No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 200 \_\_\_\_\_