**ARTICLES OF COOPERATION**

**of**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**KNOW ALL MEN BY THESE PRESENTS**:

We, the undersigned duly authorized representative(s) of our respective cooperatives, all of legal age and Filipino citizens have on this day voluntarily agreed to organize a Cooperative Union, under the laws of the Republic of the Philippines, hereinafter referred to as the Cooperative Union.

AND WE HEREBY CERTIFY:

**Article I**

**Name of the Cooperative Union**

That the name of this Cooperative Union shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Article II**

**Purpose(s)**

That the purpose(s) for which this Cooperative Union is organized are:

1. To represent its member organizations;
2. To acquire, analyze, and disseminate, economic, statistical, and other information relating to its members and all types of cooperatives within its area of operation;
3. To sponsor studies in the economic, legal, financial, social, and other phases of cooperation, and publish the results thereof;
4. To promote the knowledge of cooperative principles and practices;
5. To develop the cooperative movement in their respective jurisdiction;
6. To advise the appropriate authorities on all questions relating to cooperatives;
7. To conduct mandatory training to cooperatives as an accredited training provider;
8. To assist the national and local government units in development activities within their jurisdiction;
9. To act as conciliator or mediator in cooperative disputes of their members;
10. To assist in the dissemination and monitoring of the Philippine Cooperative Medium-Term Plan;
11. To assist members in the submission of required reports and other compliances to the Authority and other government and regulatory bodies; and
12. To do and perform such other non-business activities as may be necessary to attain the foregoing objectives.

**Article IV**

**Goal**

The goal of this Cooperative Union is to help improve the quality of services of its members and in furtherance thereto shall aim:

a. To represent its member organizations;

b. To acquire, analyze, and disseminate economic, statistical, and other information relating to its members and all types of cooperatives within its area of operation;

c. To sponsor studies in the economic, legal, financial, social, and other phases of cooperation, and publish the results thereof;

d. To promote the knowledge of cooperative principles and practices;

e. To develop the cooperative movement in its jurisdictions;

f. To advise the appropriate authorities on all questions relating to

cooperatives;

g. To assist the national and local government units in development activities within its jurisdiction;

h. To act as conciliator or mediator in cooperative disputes of its members;

i. To assist its members in the submission of required reports and other compliances to CDA and other government regulatory bodies;

j. To raise funds through membership fees, dues and contributions, donations, and subsidies from local and foreign sources whether private or government; and

h. To do and perform such other non-business activities as may be necessary to attain the foregoing objectives.

**Article V**

**Powers and Capacities**

This Cooperative Union registered under RA 9520 shall have the following powers, rights, and capacities:

1. To the exclusive use of its registered name, to sue and be sued;

2. Of succession;

3. To amend its articles of cooperation in accordance with the provisions of RA 9520;

4. To adopt bylaws not contrary to law, morals, or public policy, and to amend and repeal the same in accordance with RA 9520;

5. To purchase, receive, take or grant, hold, convey, sell, lease, pledge, mortgage, and otherwise deal with such real and personal property as the transaction of the lawful affairs of the cooperative may reasonably and necessarily require, subject to the limitations prescribed by law and the Constitution;

6. To enter into division, merger, or consolidation, as provided under RA 9520;

7. To avail of loans, be entitled to credit, and to accept and receive grants, donations, and assistance from foreign and domestic sources subject to the conditions of said loans, credits, grants, donations, or assistance that will not undermine the autonomy of the cooperative. The Authority, upon written request, shall provide necessary assistance in the documentary requirements for the loans, credit, grants, donations, and other financial support; and

8. To exercise such other powers granted under RA 9520 or necessary to

carry out its purposes as stated in this articles of cooperation.

**Article VI**

**Term of Existence**

The term for which this Cooperative Union shall exist is \_\_\_\_\_\_\_ () years from the date of its registration with the Cooperative Development Authority.

**Article VII**

**Area of Operation and Postal Address of the Principal Office**

That the membership of this Union shall come from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.Its principal office shall be located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Article VIII**

**Cooperators**

That the names and complete postal addresses of the cooperators are as follows:

|  |  |  |
| --- | --- | --- |
| Cooperative Name | Postal Address of Cooperative | Name of Authorized Representative of the Cooperative |
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**Article IX**

**Board of Directors**

That the number of Directors of this Union shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ () and the names of the Board of Directors are as follows:

|  |
| --- |
| **Name** |
| 1. |
| 2. |
| 3. |
| 4. |
| 5. |

**ARTICLE XI**

**Fees, Dues, and Contribution**

That the capital contribution of the Cooperative Union shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Pesos (Php\_\_\_\_\_.00). That the amount of capital contributions of members is, as follows:

|  |  |
| --- | --- |
| Names of Cooperator/Member | Amount of Contribution |
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| **Total** |  |

**ARTICLE XII**

**Arbitral Clause**

Any dispute, controversy, or claim arising out of or relating to this Articles of Cooperation, the cooperative law, and related rules, administrative guidelines of the Cooperative Development Authority, including inter and intra cooperative member disputes and related concerns, and any question regarding the existence, interpretation, validity, breach or termination of the business relationship shall be exclusively referred to and finally resolved by voluntary arbitration under the institutional rules promulgated by the Cooperative Development Authority, after compliance with the conciliation or mediation mechanisms embodied in this Articles and such other pertinent laws.

BE IT KNOWN THAT:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** has been appointed as Treasurer of this Cooperative Union to act as such until her/his successor shall have been duly appointed and qualified in accordance with the by-laws. As such Treasurer, he/she is authorized to receive payments and issue receipts for membership fees, capital contribution, and other revenues, and to pay obligations for and in the name of this Cooperative Union.

IN WITNESS WHEREOF, we have hereunto signed our names this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

NAME AND SIGNATURE OF COOPERATORS/MEMBERS

|  |  |  |
| --- | --- | --- |
| Name of Cooperative | Name of Representative | Signature of  Representative |
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SIGNED IN THE PRESENCE OF:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature Over Printed Name Signature Over Printed Name

**ACKNOWLEDGMENT**

**Republic of the Philippines)**

**Prov./City/Mun. of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) S.S.**

Before me, a Notary Public for and in the Province/City/Municipality of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the following persons personally appeared with their Proof of Identity as indicated opposite their respective names:

|  |  |  |
| --- | --- | --- |
| Name of Cooperative Member and its Representative | Proof of Identity | Date and  Place of Issuance |
|  |  |  |
|  |  |  |
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All known to me to be the same persons who executed the foregoing Articles of Cooperation, and acknowledged to me that the same is their free will and voluntary deed.

This instrument known as Article of Cooperation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, consists of \_\_\_\_\_\_ pages including this page where the acknowledgment is written signed by parties and their instrumental witnesses on each and every page thereof.

WITNESS my hand and seal this day and place first above mentioned.

**Notary Public**

Doc. No.: \_\_\_\_\_\_\_\_\_\_\_\_

Page No.: \_\_\_\_\_\_\_\_\_\_\_\_\_

Book No.: \_\_\_\_\_\_\_\_\_\_\_\_\_

Series of \_\_\_\_\_\_\_\_\_\_\_\_\_