**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 Tertiary Cooperative, under the laws of the Republic of the Philippines, hereinafter referred to as the Tertiary Cooperative.

AND WE HEREBY CERTIFY:

**Article I**

**Name of the Federation**

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

**Article II**

**Purpose(s)**

That the purpose(s) for which this Tertiary Cooperative is organized is/are to engage in:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*Any cooperative enterprise authorized under Article 6 of RA 9520 that compliments, augments, supplements but do not conflict, compete with nor supplant the business or economic activities of its members)*

**Article III**

**Goals**

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

1. To carry on any cooperative enterprise authorized under Article 6 of RA 9520 that compliments, augments, supplements but do not conflict, compete with nor supplant the business or economic activities of its members;
2. To carry on, encourage and assist educational and advisory work relating to its members' cooperatives;
3. To render services designed to encourage simplicity, efficiency, and economy in the conduct of the business of its members and to facilitate the implementation of their bookkeeping, accounting, and other systems and procedures;
4. To print, publish, and circulate any newspaper or other publication in the interest of its members and enterprises;
5. To coordinate and facilitate the activities of its member- cooperatives;
6. To mandatorily act as conciliator-mediator in intra-cooperative disputes within and among the primary cooperative members;
7. To assist the members to become sustainable cooperative organizations and to comply with the laws, regulations, policies, inspection/examination findings of any government regulatory bodies;
8. To assist the members in the submission of required reports and other compliance to CDA and other government and regulatory bodies; and
9. To perform such other functions as may be necessary to attain its objectives.

**Article IV**

**Powers and Capacities**

That the powers, rights, and capacities of this Tertiary Cooperative are those prescribed under Article 9 of Republic Act 9520, as follows:

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;
8. To enter into joint ventures with national or international cooperatives in the manufacture and sale of products and/or services in the Philippines and abroad;
9. To avail preferential rights granted to cooperatives under RA 7160, otherwise known as the Local Government Code, and other laws, particularly those in the grant of franchises to establish, construct, operate and maintain ferries, wharves, markets or slaughters houses and to lease public utilities, including access to extension and on-site research services and facilities related to agriculture and fishery activities; and
10. To exercise such other powers granted under RA 9520 or necessary to carry out its purposes as stated in this articles of cooperation.

**Article V**

**Term of Existence**

The term of existence of the Tertiary Cooperative is *\_\_\_\_\_\_\_\_\_* () years from the date of its registration with the Cooperative Development Authority.

**Article VI**

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

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

**Article VII**

**Cooperators**

That the name and complete postal address of the cooperators are as follows:

|  |  |  |
| --- | --- | --- |
| Name of Cooperative | Postal Address of Cooperative | Name of Authorized Representative of the Cooperative |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Article VIII**

**Board of Directors**

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

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

**Article IX**

**Common Bond of Membership**

That this Tertiary Cooperative is composed of duly registered Federation of Cooperatives engaged in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, willing to patronize the services of this Tertiary Cooperative and possess all the qualifications and none of the disqualifications provided for in the Bylaws.

**ARTICLE X**

**Capitalization**

That the Authorized Share Capital of this Tertiary Cooperative is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*PESOS* (Php\_\_\_\_\_\_\_\_\_\_)*,* divided into \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_) shares with a par value of \_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Php \_\_\_\_\_\_)* per share.

**ARTICLE XI**

**Subscribed and Paid-up Share Capital**

That of the authorized share capital, the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Php\_\_\_\_\_\_\_\_) has been subscribed, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Php\_\_\_\_\_\_\_\_) of the total subscription has been paid by the following member-subscribers:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Names of Cooperative** | **No. of**  **Subscribed Shares** | **Amount of Subscribed Shares** | **No. of**  **Paid-up**  **Shares** | **Amount of Paid up Shares** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **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-federation 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 the applicable bylaws and such other pertinent laws.

BE IT KNOWN THAT:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** has been elected as Treasurer of this Tertiary Cooperative 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, share capital subscriptions and other revenues, and pay obligations

for and in the name of this Tertiary Cooperative.

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

NAME AND SIGNATURE OF COOPERATORS/MEMBERS

|  |  |  |
| --- | --- | --- |
| Cooperator/Member | Name of Representative | Signature of  Representative |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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 Community Tax Certificates/Proof of Identity as indicated opposite their respective names:

|  |  |  |
| --- | --- | --- |
| Name of Member-Cooperative and its representative | Proof of Identity | Date and  Place of Issuance |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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 \_\_\_\_\_\_\_\_\_\_\_\_\_