



Republic of Philippines
D EPARTMENT OF EDUCATION

Deped Complex, Meralco Avenue, Pasig City
Trunk Line (02) 632-13-61, Website



PROJECT:

Printing and Warehousing of Early Language, Literacy and Numeracy Assessment (ELLNA), National Achievement Test (NAT) for Grade 6 and Grade 10 Test Booklets and Non-Classified Materials; Printing of Scannable Answer Sheets and School Headers, Processing of Test Results and Statistical Data Output Requirements; and Delivery and Retrieval of ELLNA, NAT Grade 6 and Grade 10 Test Materials.

MOA NO.:

2019-09-BEA2(012AMP002)-BV-NPAA-062-MOA025

MEMORANDUM OF AGREEMENT (MOA)

THIS Agreement is made and entered into this DEC 27 2019 day of 2019 by and between:

The DEPARTMENT OF EDUCATION, a government entity mandated by law, particularly B. P. 232 otherwise known as the "Education Act of 1982", as amended by Republic Act No. 9155, otherwise known as "Governance of Basic Education Act of 2001" with office address at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary, **DIOSDADO M. SAN ANTONIO**, herein referred to as "**PURCHASER**".

And

The APO PRODUCTION UNIT, INC - a government corporate entity and recognized government printer (RGP), with Corporate Powers (GICP) pursuant to Republic Act No. 101419 otherwise known as "GOCC Governance Act of 2011," with principal address at 2nd Floor, Philippine Information Agency Building (PIA), Visayas Avenue, Barangay Basra, Quezon City, represented herein by **MICHAEL J. DALUMPINES**, Chairman and President herein after referred to as the "**SERVICING AGENCY**".

PURCHASER and **SERVICING AGENCY** are collectively called "**PARTIES.**"

WITNESETH: That

WHEREAS, PURCHASER, through the Bureau of Education Assessment (BEA) is in need of supplier for the printing and warehousing of the Early Language, Literacy and Numeracy Assessment (ELLNA), National Achievement Test (NAT) for Grade 6 and Grade 10 Test Booklets and Non-Classified Materials; Printing of Scannable Answer Sheets and School Headers, Processing of Test Results and Statistical Data Output Requirements; and Delivery and Retrieval of ELLNA, NAT Grade 6 and Grade 10 Test Materials;

WHEREAS, SERVICING AGENCY submitted a Certification dated August 13, 2019 which states that: (i) *it has the mandate to deliver the goods*

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and services required by the procuring entity; (ii) it has the absorptive capacity to undertake the project; (iii) owns and has the access to the necessary tools and equipment required for the project; and, (iv) it shall not subcontract the project or any portion thereof, as provided for in Section 53.5 and Annex "H" Consolidated Guidelines for the Alternative Methods of Procurement, of the 2016 Revised Implementing Rules and Regulations (IRR) of R.A. 9184 on Agency-to-Agency Procurement;

WHEREAS, the services of **SERVICING AGENCY** were procured by **PURCHASER** through the Bureau of Education Assessment (BEA), under Resolution to Award No. 2019-09-BEA2(012AMP002)-BV-NPAA-062 dated 02 October 2019.

NOW THEREFORE, PREMISES CONSIDERED, the **Parties** hereby agree as follows::






I. DURATION OF ENGAGEMENT

This Agreement shall take effect immediately upon signing and end on 09 April 2020.

II. DUTIES AND RESPONSIBILITIES

A. Of the **SERVICING AGENCY**

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1. Shall strictly comply with the Technical Specifications. Should the goods fail to conform with the technical specifications, **SERVICING AGENCY** shall replace or make the necessary adjustments/corrections to meet the requirement. Goods and services that fail to conform to the Technical Specifications must be replaced by **SERVICING AGENCY** or make the necessary adjustments/corrections. Cost of Non-compliant goods not replaced or corrected by **SERVICING AGENCY** shall be deducted from the contract price;
 2. Prepare layout/design of Early Language Literacy and Numeracy Assessment (ELLNA), National Achievement Test (NAT) for Grade 6 and Grade 10 scannable answer sheets and scannable school headers with the approval of **PURCHASER**;
 3. Print, pack and label ELLNA, NAT Grade 6 and Grade 10 test booklets in accordance with the Technical Specifications;
 4. Print, pack and label ELLNA, NAT for Grade 6 and Grade 10 non-classified materials in accordance with the Technical Specifications;
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5. Print, pack and label ELLNA, NAT for Grade 6 and Grade 10 scannable answer sheets in accordance with the Technical Specifications;
 6. Provide meals, personal needs and medical care to all **PURCHASER** and **SERVICING AGENCY** quarantined personnel for the entire duration of the quarantined period or for **twenty (20) calendar days**;
 7. Provide and maintain twenty-four (24) hour communication network between **PURCHASER** and **SERVICING AGENCY** - i.e., land lines, fax machines, cellular phones and internet connection;
 8. Provide three (3) months exclusive use of warehousing for ELLNA, NAT Grade 6 and Grade 10 test booklets, which shall commence ten (10) days after test administration;
 9. Provide one (1) year exclusive warehousing in the identified warehousing for ELLNA, NAT Grade 6 and Grade 10 scannable answer sheets, which shall commence ten (10) days after test administration;
 10. Deliver ELLNA, NAT Grade 6 and Grade 10 test materials in all **PURCHASER's** Division Offices Nationwide within twenty-five (25) calendar days;
 11. Retrieve ELLNA, NAT Grade 6 and Grade 10 test materials in all **PURCHASER's** Division Offices Nationwide within forty-five (45) calendar days;
 12. Batch, sort, account, scan and process test results of ELLNA, NAT Grade 6 and Grade 10 within seventy (70) calendar days;
 13. Deliver statistical data output requirements in electronic copies at **PURCHASER on or before 11 June 2020**;
 14. Implement appropriate security procedures, mechanisms, and maintain and ensure the confidentiality of the ELLNA, NAT Grade 6 and Grade 10 test materials during the printing, delivery, retrieval and storage period;
 15. Turn-over to **PURCHASER** all documents related to the ELLNA, NAT Grade 6 and Grade 10 test materials.

B. OF PURCHASER

1. Prepare and finalize the camera-ready test form and non-classified materials of Early Language Literacy and Numeracy Assessment (ELLNA);
2. Prepare and finalize the camera-ready test form and non-classified materials of National Achievement Test (NAT) for Grade 6;
3. Prepare and finalize the camera-ready test form and non-classified materials of National Achievement Test (NAT) for Grade 10;
4. Prepare and finalize the contents and variables to be included in the ELLNA scannable answer sheets and scannable school headers;
5. Prepare and finalize the contents and variables to be included in the NAT Grade 6 scannable answer sheets and scannable school headers;
6. Prepare and finalize the contents and variables to be included in the NAT Grade 10 scannable answer sheets and scannable school headers;
7. Furnish and/or provide **SERVICING AGENCY** with the allocation/delivery destination lists of ELLNA, NAT Grade 6 and NAT Grade 10 test materials per schools, per district, per division and per region;
8. Furnish and provide **SERVICING AGENCY** with the list of complete names, addresses and contact numbers of **PURCHASER** Division Offices' personnel to receive and/or release the ELLNA, NAT Grade 6 and NAT Grade 10 test materials;
9. Furnish and provide **SERVICING AGENCY** with the lists of Priority Clusters for the delivery of ELLNA, NAT Grade 6 and NAT Grade 10 test materials, including mode of transportation;
10. Conduct workshop orientation to field personnel, *i.e.*, Regional Testing Coordinators, Division Testing Coordinators, School Testing Coordinators and Room Examiners;
11. Assign quarantined BEA personnel to monitor and supervise: (i) *printing, packing, labeling and releasing of test booklets and its implementation;* (ii) *implementation of*

security procedures and mechanisms; and (iii) compliance with technical specifications;

12. Inspect, test or cause the testing of the goods delivered by **SERVICING AGENCY** at any stage of the contract – during printing of the ELLNA, NAT Grade 6 and Grade 10 test booklets, non-classified materials, scannable answer sheets and scannable school headers, to check or verify its conformity with technical specifications;
13. Administer ELLNA, NAT Grade 6 and Grade 10 in selected school nationwide;
14. Review, evaluate, verify and approve the processed test results and statistical data output requirement submitted by **SERVICING AGENCY**;

III. **PURCHASER** shall pay **SERVICING AGENCY** the agreed amount of **PHILIPPINE PESOS FIFTY MILLION, TWO HUNDRED TEN THOUSAND, NINE HUNDRED NINETEEN and 72/100 (Php50,210,919.72)**, after submission and acceptance of all ELLNA, NAT Grade 6 and Grade 10 printed test materials, test administration, detailed as follows:

Package	Particulars	Amount
1	Printing of SY 2018-2019 ELLNA Test Booklets and Non-Classified Materials	9,355,154.37
2	Printing of SY 2018-2019 NAT Grade 6 Test Booklets and Non-Classified Materials	10,399,592.00
3	Printing of SY 2018-2019 NAT Grade 10 Test Booklets and Non-Classified Materials	10,483,144.00
4	Printing of SY 2018-2019 ELLNA, NAT Grade 6 and NAT Grade 10 Scannable Answer Sheets (ASs) and School Headers (SHs), Processing of Test Results and Statistical Data Output Required	13,582,374.40
5	Delivery and Retrieval of SY 2018-2019 ELLNA Test Materials (TBs, ASs, SHs and NCMs)	2,043,567.97
6	Delivery and Retrieval of NAT Grade 6 Test Materials (TBs, ASs, SHs and NCMs)	2,142,931.09
7	Delivery and Retrieval of NAT Grade 10 Test Materials (TBs, ASs, SHs and NCMs)	2,204,155.89

The methods and conditions of payment to be made to **SERVICING AGENCY** through the Government disbursement procedure and

upon submission of documents under this Contract shall be as follows:

1. **PURCHASER** shall initially pay **SERVICING AGENCY** twenty-five percent (25%) of the agreed amount as mobilization fund upon signing of this MOA;
2. 50% upon completion of printing, packing, labeling of ELLNA, NAT Grade 6 and Grade 10 test booklets, non-classified materials, scannable answer sheets and scannable school headers; and delivery of ELLNA, NAT Grade 6 and Grade 10 test materials to **PURCHASER** Division Offices nationwide;
3. Twenty-five percent (25%) upon completion of the retrieval of ELLNA, NAT Grade 6 and Grade 10 test materials from **PURCHASER** Division Office nationwide; batching, sorting, accounting, scanning and processing of test results; and processing and submission of statistical data output requirements.

IV. SCHEDULE OF ACTIVITIES AND SUBMISSION OF OUTPUTS/DELIVERABLES

Activities and Corresponding Outputs/Deliverables	Date
Print, pack and label ELLNA, NAT Grade 6 and Grade 10 non-classified materials (15 calendar days)	January 6-20, 2020
Print, pack and label ELLNA, NAT Grade 6 and Grade 10 test booklets (45 calendar days)	January 21-March 5, 2020
Layout/design of Early Language Literacy and Numeracy Assessment (ELLNA), National Achievement Test (NAT) for Grade 6 and Grade 10 scannable answer sheets and scannable school headers (7 calendar days)	January 10-17, 2020
Print, pack and label ELLNA, NAT Grade 6 and Grade 10 scannable answer sheets and scannable school headers (35 calendar days)	January 20-February 23, 2020
Deliver ELLNA, NAT Grade 6 and NAT Grade 10 test materials (25 calendar days)	February 17-March 9, 2020
Administration of ELLNA	March 17, 2020
Administration of NAT Grade 6	March 19, 2020
Administration of NAT Grade 10	March 12, 2020
Retrieve ELLNA, NAT Grade 6 and NAT Grade 10 test materials (45 calendar days)	March 26-May 9, 2020
Process ELLNA, NAT Grade 6 and NAT Grade 10 test materials (70 calendar days)	March 27 - June 4, 2020
Submit ELLNA, Nat Grade 6 and NAT Grade 10 statistical data output requirements	June 11, 2020

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V. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights and all ELLNA, NAT Grade 6 and Grade 10 printed materials, including all raw data, processed assessed data, statistical data output requirements created by this Memorandum of Agreement shall be owned by **PURCHASER**. **SERVICING AGENCY** holds **PURCHASER** free and harmless from any and all liabilities arising from copyright infringement claims and/or any other intellectual property claims or suits from third parties relative to this Memorandum of Agreement.

VI. DATA PRIVACY, SECURITY AND NON-DISCLOSURE CLAUSE

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SERVICING AGENCY acknowledges that this Agreement is dependent on the trust and confidence reposed on him by the **PURCHASER**. It also acknowledges that, in the course of carrying out the duties under this Agreement, it may receive documents, or become privy to confidential matters and/or sensitive discussions with or between **PURCHASER** official (the "Confidential Information"), it shall comply with the relevant provisions of the Data Privacy Act of 2012, its Implementing Rules and Regulations and pertinent circulars of the National Privacy Commission. **SERVICING AGENCY** shall not use any confidential information, or make copy, record, duplicate any document or reduce it into writing, without the prior written consent of **PURCHASER**, acquired during the term of this agreement, unless otherwise provided by law.

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VII. RECTIFICATION/MODIFICATION

SERVICING AGENCY shall shoulder the expenses to rectify the error in cases of mis-labeled and/or mis-sent test materials or lacking as to the allocation list per school, per district, per division and per region.

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1. Lost and/or wet test booklets, scannable answer sheets, school headers, non-classified materials **during delivery** must be replaced by **SERVICING AGENCY** and penalized accordingly without prejudice to the filing of appropriate charges against **SERVICING AGENCY**.

Formula:

No. of Test Booklets x Php100.00 = Amount of Deduction
No. of Scannable Answer Sheets x Php50.00 = Amount of Deduction
No. of School Headers x Php50.00 = Amount of Deduction

2. Lost and/or wet test booklets, scannable answer sheets, school headers, non-classified materials **during retrieval**

must be replaced by **SERVICING AGENCY** and penalized accordingly without prejudice to the filing of appropriate charges against **SERVICING AGENCY**.

Formula:

No. of Test Booklets x Php100.00 = Amount of Deduction
No. of Scannable Answer Sheets x Php50.00 = Amount of Deduction
No. of School Headers x Php50.00 = Amount of Deduction

3. Lost and/or wet test booklets, scannable answer sheets, school headers, non-classified materials **during storage period** must be replaced by **SERVICING AGENCY** and penalized accordingly without prejudice to the filing of appropriate charges against **SERVICING AGENCY**.

Formula:

No. of Test Booklets x Php100.00 = Amount of Deduction
No. of Scannable Answer Sheets x Php50.00 = Amount of Deduction
No. of School Headers x Php50.00 = Amount of Deduction

VIII. AMENDMENTS

All amendments to this Agreement shall be made in writing and signed by the duly authorized representatives of the Parties, subject to the requirement for contract amendment under Republic Act No. 9184 and its revised Implementing Rules and Regulations (IRR).

IX. MISCELLANEOUS

PURCHASER shall have the right to engage the services of other service providers, at any time at its sole discretion, for records that have not been referred to **SERVICING AGENCY**.

PURCHASER reserves the right to amend any of the above terms and conditions upon written notice to **SERVICING AGENCY**. Such changes shall become effective and binding upon **SERVICING AGENCY** in the event it does not object or reply to such written notice within a period of ten (10) days from **SERVICING AGENCY's** receipt of said notice.

X. TERMINATION and BREACH OF SECURITY

Breach of Security during the printing, processing and delivery and retrieval period resulting to leakage of confidential test materials or that of its contents will result to forfeiture of the entire value of the contract and termination thereof.

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This Memorandum of Agreement shall also be terminated by mutual agreement of the Parties and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

XI. LIQUIDATED DAMAGES

The **SERVICING AGENCY** shall be liable for the damages for failure to deliver any or all of the goods and/or delay in its performance of the services within the period specified in this Contract and under applicable law, deduct from the contract price as liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay. **PURCHASER** shall deduct the liquidated damages from any money due or which may become due to the **SERVICING AGENCY**, or collect from any of the securities or warranties posted by the **SERVICING AGENCY**, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **PURCHASER** may rescind the Contract without prejudice to other causes of action and remedies open to it.

XII. SETTLEMENT OF DISPUTES

The **Parties** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242¹ and Executive Order No. 292.² Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

DIOSDADO M. SAN ANTONIO
Undersecretary
PURCHASER

MICHAEL J. DALUMPINES
President
SERVICING AGENCY

¹ Prescribing the Procedure for Administrative Settlement or Adjudication of Disputes, Claims and Controversies Between or Among Government Offices, Agencies and Instrumentalities, Including Government-Owned and Controlled Corporations, and for Other Purposes.

² Administrative Code of 1987

[Signature]
Dr. NELIA V. BENTO, CESO IV
Director IV

PURCHASER's Witness

SIGNED IN THE PRESENCE OF:

[Signature]
DOMINIC F. TAJON
Sales and Marketing Manager

SERVICING AGENCY's Witness

APPROVED BY:

[Signature]
LEONOR MAGTOLIS BRIONES
Secretary
27 DEC 2019

FUNDS AVAILABLE

₱50,210,919.72

MA. RHUNNAL CATALAN
Chief Accountant

₱50,210,919.72 Cont. Appas
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ALLOTMENT AVAILABLE

SELWYN C. BRIONES
Supervising Administrative Officer
OIC, Budget Division

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY,
Philippines, this ___ day of DEC 27 2019 2019 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

[Signature]
DIOSDADO M. SAN ANTONIO
Undersecretary
PURCHASER

[Signature]
MICHAEL J. DALUMPINES
President
SERVICING AGENCY

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a MEMORANDUM OF AGREEMENT consisting of ten (10) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No. 253;
Page No. 51;
Book No. 174;
Series of 2019.

NOTARY PUBLIC

ATTY. JASON M. DE BELEN
Roll No. 3259
Adm. No. NP-006 Notary Public (2018-2020) Page 10 of 10
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.
IBPAR No. 42250802; QC 12 17-18
PTR No. 7323530; QC 1-3-19
MCLE VI-0022012; 4-14-22