



*Jesusa A. Peregato*  
**JESUSA A. PERGATO**  
 PSRTI'S WITNESS

**PROJECT:** Procurement of Service Provider for the (Training Institution) Capacity Building for Technical and Learning Division Specialist  
**MOA NO.:** 2019-10-BLD2(001&002)-BV-NPAA-023-MOA010

**MEMORANDUM OF AGREEMENT (MOA)**

**THIS Agreement** is made and entered into this 4 day of JAN 2020, 2019 by and between:

*J. Josefina V. Almada*  
**DR. JOSEFINA V. ALMEDA**  
 PSRTI

The **PHILIPPINE STATISTICAL RESEARCH AND TRAINING INSTITUTE (PSRTI)**, a government agency attached to the National Economic and Development Authority (NEDA), for policy coordination, created by R.A. 10625, is the focal agency for statistical research and training, with principal office address at 7<sup>th</sup> Floor South Insula Condominium, 61 Timog Avenue, Brgy. South Triangle, Quezon City, Philippines, duly represented herein by its Executive Director III, **DR. JOSEFINA V. ALMEDA** (hereinafter referred to as the “**PSRTI**”) of the other part.

-and-

*Leil P. Areola*  
**LEIL P. AREOLA**  
 DEPED'S WITNESS

**DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, duly represented herein by its Undersecretary, **DIOSDADO M. SAN ANTONIO**, as per Department Order No. 67, s. 2016 (hereinafter referred to as the “**DEPED**”) of the one part.

DepEd and PSRTI are collectively called “**Parties.**”

*WITNESETH: That*

*Diosdado M. San Antonio*  
**DIOSDADO M. SAN ANTONIO**  
 DEPED

**WHEREAS, DEPED** through the Bureau of Learning Delivery (BLD) is in need of a service provider for a Training Institution for Capacity Building for Teaching and Learning Division Specialist;

**WHEREAS, PSRTI** certifies that (i) it has the ability to deliver the services required by the DepEd for its project – to customize training program for the Teaching and Learning Division’s Specialist; (ii) it has the absorptive capacity and the necessary facilities to undertake statistical research and training; and (iii) it has complied with all the required general conditions as provided for in Annex “H” of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184 on Agency-to-Agency Procurement;

  
JESUSA A. PE BENITO  
PSRTI'S WITNESS

  
DR. JOSEFINA V. ALMEDA  
PSRTI

  
LEE P. AREOLA  
DEPED'S WITNESS

  
DIOSDADO M. SAN ANTONIO  
DEPED

**WHEREAS**, the services of the **PSRTI** were procured by the **DEPED** through the Bureau of Learning Delivery (BLD), under Resolution to Award No. 2019-10-BLD2(001&002)-BV-NPAA-023.

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


**I. DURATION OF ENGAGEMENT**

This Agreement will be for six (6) months from the provision of the first deliverables or on **20 December 2019** until **20 June 2020**.

**II. DUTIES AND RESPONSIBILITIES**

**A. Of DEPED:**

1. Coordinate with the PSRTI in the preparation and conduct of the training;
2. Assign a focal person who will work closely with the PSRTI on matters related to the training;
3. Provide funding for the conduct of all activities relevant to the training as defined in the cost estimate;
4. Ensure timely transfer of funds to PSRTI for said training project, especially the transfer of the first tranche, which should be received by PSRTI prior to the start of the training course;
5. Provide pertinent information and materials, especially inclusive of data generated by DepEd, that will assist the PSRTI team in organizing the training and in the customization of training materials, lectures and workshops;
6. Identify and provide PSRTI the names of 16 selected training participants at least one (1) week before the intended training schedule;
7. Ensure attendance and full cooperation of each personnel for the whole duration of the training course;
8. Commit to the duration of the project;
9. Implement and cover expenses of additional tasks that the DepEd deems necessary for the successful conduct of the training;

  
JESUSA A. PEÑALVA  
PSRTI'S WITNESS

  
DR. JOSEFINA V. ALMEDA  
PSRTI

  
LELA P. AREOLA  
DEPED'S WITNESS

  
DIOSDADO M. SAN ANTONIO  
DEPED

**B. Of PSRTI:**

1. Develop the course outline and training materials for the Statistical Capacity Building for Senior High School Teaching Learning Division Specialists of the DepEd according to the training needs of the DepEd, to be conducted on the dates to be agreed by both parties;
2. Conduct the customized training program for the Teaching and Learning Division's sixteen (16) Specialists based on the specifications agreed by both parties;
3. Provide qualified resource person/s and training coordinator/s for the duration of the training;
4. Provide sound system, training venue conducive for learning, and laptops for each of the participants;
5. Ensure that the laptops for each of the participants is functioning well and address technical problems if necessary especially during installation of software needed in the training course
6. Provide flash drive containing PDF copies of handouts and photos to the participants;
7. Provide Certificates of Completion to successful participants based on the PSRTI's criteria;
8. Submit training completion report to include comments/results of the trainees' evaluation in adherence to the following schedule:

Deliverables	Date
Inception Report	Upon receipt of Notice to Proceed
Training Assessment Report (1 <sup>st</sup> Module)	15 working days after the completion of the 1 <sup>st</sup> training course
Training Assessment Report (2 <sup>nd</sup> Module)	15 working days after the completion of the 2 <sup>nd</sup> training course

For training schedule see attached.

**III. PAYMENT**

DEPED shall pay, subject to government accounting and auditing rules and regulations, the services of the PSRTI in the amount of **PHILIPPINE PESOS SIX HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED NINETY-FIVE and 30/100 (P693,795.30) ONLY**. Details of the Cost Estimate for the conduct of the said activities is hereto attached and made integral part hereof and marked as **Annex "A"**.

Remuneration payments to PSRTI shall be made upon acceptance of deliverables listed in Clause 11 and based on the schedule below:

  
JESUSA A. DE BENITO  
PSRTI'S WITNESS

  
DR. JOSEFINA V. ALMEDA  
PSRTI

  
LIZA P. AREOLA  
DEPED'S WITNESS

  
DIOSDADO M. SAN ANTONIO  
DEPED

Activity	Payment Schedule
Inception Report	15% or Php104,069.30
Training Assessment Report (1 <sup>st</sup> Module)	40% or Php277,518.12
Training Assessment Report (2 <sup>nd</sup> Module)	45% or Php312,207.89

**IV. INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights created by this Memorandum of Agreement shall be owned by **DEPED**. **PSRTI** holds **DEPED** 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.

**V. DATA PRIVACY, SECURITY AND NON-DISCLOSURE CLAUSE**


The **PSRTI** acknowledges that this Agreement is dependent on the trust and confidence reposed on it by **DEPED**. 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 **DEPED** 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. The **PSRTI** shall not use any confidential information, or make copy, record, duplicate any document or reduce it into writing, without the prior written consent of **DEPED**, acquired during the term of this agreement, unless otherwise provided by law.

The **PSRTI** shall submit outputs directly to the designated project manager within DepEd-BLD for review and endorsement for payment. All materials, data and information used and generated through this project will be the sole property of DepEd-BLD. The **PSRTI** shall not use or disseminate these documents for their own research purposes without the written consent of **DEPED**.

**V. 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).



  
EMMA A. PE BENITO  
PSRTI'S WITNESS

**VI. MISCELLANEOUS**

**DEPED** 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 **PSRTI**.

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

**VII. LIQUIDATED DAMAGES**

The **PSRTI** 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. **DEPED** shall deduct the liquidated damages from any money due or which may become due to the **PSRTI**, or collect from any of the securities or warranties posted by the **PSRTI**, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract without prejudice to other causes of action and remedies open to it.

  
DR. JOSEFINA V. ALMEDA  
PSRTI

**VIII. 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. 242<sup>1</sup> and Executive Order No. 292.<sup>2</sup> Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

  
LEILA F. AREOLA  
DEPED'S WITNESS

  
DIOSDADO M. SAN ANTONIO  
DEPED


<sup>1</sup> 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.

<sup>2</sup> Administrative Code of 1987

**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  
DEPED


  
**DR. JOSEFINA V. ALMEDA**  
Executive Director III  
PSRTI

SIGNED IN THE PRESENCE OF:

  
**LEILA P. AREOLA**  
DepEd's Witness

  
**JESUSA A. PEBERITI**  
PSRTI's Witness

APPROVED BY:

  
**ATTY. SALVADOR C. MALANA III**  
Assistant Secretary  
Procurement and Administration



FUNDS AVAILABLE ₱693,795.30

  
**MA. RHUNNA L. CATALAN**  
Chief Accountant



4-15-2000 (KLD-7LD)  
31000100001000 ₱693,795.30  
ALLOTMENT AVAILABLE

  
**SELWYN C. BRIONES**  
Supervising Administrative Officer  
OIC, Budget Division

BCN # 3404

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

QUEZON CITY

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_,  
Philippines, this \_\_\_\_ day of \_\_\_\_\_ 2019 personally appeared:

NAME DIOSDADO M. SAN ANTONIO GOVERNMENT ISSUED ID  
(Number, Issued On, Issued By)

**DIOSDADO M. SAN ANTONIO**  
Undersecretary  
DEPARTMENT OF EDUCATION

**JOSEFINA V. ALMEDA** 081617-001, February 20, 2019, PSRTI  
Executive Director III  
PSRTI

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 seven (7) 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. 869;  
Page No. 88;  
Book No. 90;  
Series of 2022.

ATTY. JOSE FLORENTO P. CRISOLOGO  
Notary Public  
Notary Commission No. 11111111111111111111  
Adm. Matter No. 11111111111111111111  
PTR No. 11111111111111111111 Q.C.  
MCI F 11111111111111111111 14-2022  
Add: 5 General de Jesus Heroes Hills  
Brgy. Sta. Cruz, Fishermail Q.C.

JESIKA A. PESEVINO  
PSRTI'S WITNESS

DR. JOSEFINA V. ALMEDA  
PSRTI

LELY P. AREOLA  
DEPED'S WITNESS

DIOSDADO M. SAN ANTONIO  
DEPED