



Republic of Philippines  
Department of Education

DepEd Complex, Meralco Avenue, Pasig City  
Trunk Line (02) 632-13-61, Website <http://www.deped.gov.ph>



*Sheryl Lyn C. Monterola*  
SHERYL LYN C. MONTEROLA  
UP's Witness

**PROJECT: Procurement of Consulting Services for the Development of Basic Education Exit Assessment (BEAA) Test Form (Camera-Ready)**

**MOA NO. : 2019-10-BEA2(006)-BV-NPAA070-MOA009**

**MEMORANDUM OF AGREEMENT (MOA)**

**THIS Agreement** is made and entered into this 17<sup>th</sup> day of January 2020 2019 by and between:

**UNIVERSITY OF THE PHILIPPINES (UP) - COLLEGE OF EDUCATION**, with principal office address at Benitez Hall, Diliman, Quezon City, Philippines, duly represented herein by **DR. JEROME T. BUENVIAJE** (hereinafter referred to as the "**UP**") of the other part.

-and-

**DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, duly represented herein by its Assistant Secretary, **ALMA RUBY C. TORIO**, per Department Order No. 67, s. 2016, (hereinafter referred to as the "**DepEd**") of the one part.

**DepEd** and **UP** are collectively called "**Parties.**"

*WITNESETH: That*

**WHEREAS, DepEd** through the Bureau of Education Assessment (BEA) is in need of a service provider for the Development of Basic Education Exit Assessment (BEEA) Test Form (Camera-Ready);

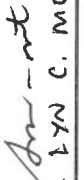
**WHEREAS, UP** certifies that (i) it has the mandate to deliver the goods and services required for the project; (ii) it has the necessary tools and equipment required for the project and the absorptive capacity to undertake the said project; and (iii) it has complied with all the required general conditions 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;

**WHEREAS, the services of the UP** were procured by the **DepEd** through BEA, under Resolution to Award No. 2019-10-BEA2(006)-BV-NPAA-070.

*Dr. Jerome T. Buenviaje*  
DR. JEROME T. BUENVIAJE  
University of the Philippines

*Nelia V. Benito*  
NELIA V. BENITO  
DepEd's Witness

*Alma Ruby C. Torio*  
ALMA RUBY C. TORIO  
DepEd

  
SHERYL LYN C. MONTEROLA  
UP's Witness

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

**I. DURATION OF ENGAGEMENT**

This Agreement will be for one hundred eighty (180) calendar days.

**II. DUTIES AND RESPONSIBILITIES**

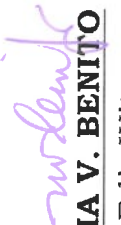
**A. Of DepEd:**

1. Specify the purpose and objectives of the test;
2. Develop the framework for the skills and knowledge to be measured;
3. Prepare, finalize, and provide **UP** the Table of Specifications (TOS) of the BEEA;
4. Conduct workshop-orientation to field personnel, e.g., Regional Testing Coordinators, Division Testing Coordinators, School Testing Coordinators and Room Examiners;
5. Procure the printing of test booklets, non-classified materials, scannable answer sheets, scannable school headers and certificate of ratings, processing of individual test result and statistical data output requirements and delivery and retrieval of test materials; and
6. Pay **UP** the agreed amount after the submission and acceptance of two (2) final test forms of BEEA.

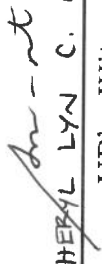
**B. Of the UP:**

1. Review of the Table of Specifications (TOS) of BEEA;
2. Write multiple-choice test items for the core Senior High School learning areas, namely: Languages, Humanities, Communication, Mathematics, Science, Social Sciences and Philosophy, integrating the 21<sup>st</sup> century skills;
3. Prepare Key to Correction;
4. Develop item review systems, assemble and finalize two (2) test forms for pilot testing/pre-validation test;
5. Conduct pilot testing/pre-validation test to identified sample schools;

  
DR. JEROME T. BUENVIAJE  
University of the Philippines

  
NELIA V. BENITO  
DepEd's Witness

  
ALMA RUBY C. TORIO  
DepEd

  
SHERYL LYN C. MONTEROLA  
UP's Witness

6. Evaluate the quality and validity of the test items and determine their psychometric properties;
7. Conduct intensive panel review of the test items;
8. Finalize and submit two (2) test forms of BEEA on or before April 2020;
9. Prepare layout/design of answer sheets and other test paraphernalia;
10. Determine examinee score based on percentile rank;
11. Utilize data for research purposes; and
12. Maintain and ensure the confidentiality of the test.

**III. INDICATIVE TIMELINES FOR EACH DELIVERABLE/ OUTPUT REQUIREMENT**

	<b>Deliverables</b>	<b>Timeline</b>
1	Submit two test forms and layout of other test paraphernalia	April 1, 2020
2	Submit Key to Correction	April 15, 2020
3	Submit technical report	April 30, 2020


**IV. PAYMENT**

**DepEd** shall pay, subject to government accounting and auditing rules and regulations, the services of the **UP** in the total amount of **PHILIPPINE PESOS FIVE MILLION, THREE HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED and 00/100 (P5,342,700.00) ONLY**, inclusive of VAT, payable as follows:

- 15% - after signing of this Memorandum of Agreement-mobilization fund;
- 60% - after submission of two (2) final test forms;
- 25% - after submission of technical report

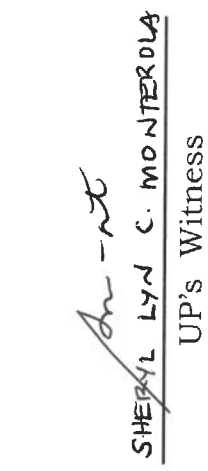
**V. INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights created by this Memorandum of Agreement shall be owned by **DepEd**. **UP** holds **DEPE DepEd D** 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.

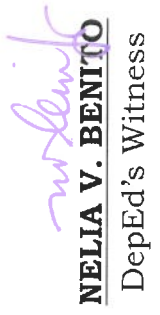
  
DR. JEROME T. BUENVIAJE  
University of the Philippines

  
NELIA V. BENITO  
DepEd's Witness

  
ALMA RUBY C. TORIO  
DepEd

  
SHERYL LYN C. MONTEROLA  
UP's Witness

  
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University of the Philippines

  
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DepEd's Witness

  
ALMA RUBY C. TORIO  
DepEd

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

The **UP** 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 **UP** 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.

All materials, data and information used and generated through this project will be the sole property of **DepEd** with BEA as the focal office. The **UP** shall not use or disseminate these documents for their own research purposes without the written consent of **DepEd**.

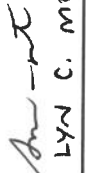
**VII. AMENDMENTS**

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).

**VIII. MISCELLANEOUS**

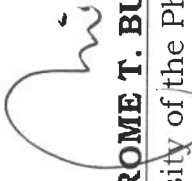
**DepEd** shall have the right to engage the services of other Service Providers, at any time at its sole discretion, for records that have not been referred to **UP**.

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

  
**SHERLYN C. MONTEROLA**  
UP's Witness

**IX. LIQUIDATED DAMAGES**

The **UP** 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 **UP**, or collect from any of the securities or warranties posted by the **UP**, 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. JEROME T. BUENVIAJE**  
University of the Philippines

**X. 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.

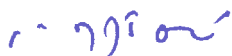
  
**NELIA V. BENITO**  
DepEd's Witness

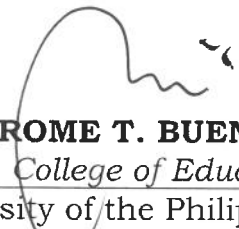
  
**ALMA RUBY C. TORIO**  
DepEd

<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

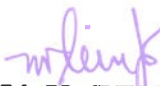
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with governing laws on the day and year first above written.


SIGNED, SEALED AND DELIVERED BY:

  
**ALMA RUBY C. TORIO**  
*Assistant Secretary*  
Department of Education

  
**DR. JEROME T. BUENVIAJE**  
*Dean, College of Education*  
University of the Philippines

SIGNED IN THE PRESENCE OF:

  
**NELIA V. BENITO**  
*Director IV, BEA*  
DepEd's Witness

  
**SHEYL LYN C. MONTEROLA**  
UP's Witness

APPROVED BY:

  
**DIOSDADO M. SAN ANTONIO**  
*Undersecretary*  
Curriculum and Instruction

CERTIFIED FUNDS AVAILABLE: ₱5,342,700-

  
**MA. RHUNNAL CATALAN**  
Chief Accountant  
MA 1/10/20  
1/10/20  
sub 1/3

*Sheryl Lyn C. Monterola*  
SHERYL LYN C. MONTEROLA  
UP's Witness

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

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for QUEZON CITY,  
Philippines, this JAN 17 2020 day of \_\_\_\_\_ 2019 personally appeared:

*Dr. Jerome T. Buenviaje*  
DR. JEROME T. BUENVIAJE  
University of the Philippines

NAME	GOVERNMENT ISSUED ID (Number, Issued On, Issued By)
<i>Alma Ruby C. Torio</i> <b>ALMA RUBY C. TORIO</b> <i>Assistant Secretary</i> DEPARTMENT OF EDUCATION	Philippine Passport ID No. SO015136A Valid until May 6, 2021
<i>Dr. Jerome T. Buenviaje</i> <b>DR. JEROME T. BUENVIAJE</b> <i>Authorized Representative</i> University of the Philippines	GSIS ID No. 2004-62800

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.

*Nelia V. Benito*  
NELIA V. BENITO  
DepEd's Witness

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.

*Alma Ruby C. Torio*  
ALMA RUBY C. TORIO  
DepEd

Doc. No. 468 ;  
Page No. 95 ;  
Book No. 8 ;  
Series of 2019 *20*

*Mary Catherine A. Damian*  
**MARY CATHERINE A. DAMIAN**  
Notary Public for Quezon City  
Notary No. NP-105  
Until 31 December 2020  
**NOTARY PUBLIC**  
Unit 009 Bldg. 2 Acacia Residence Halls,  
Laurel Ave. cor. G. Apacible St., UP Diliman, QC  
Roll of Attorneys No. 43243  
PTP No. 7324575; 1-4-19; QC