



**MEMORANDUM OF AGREEMENT**  
 2023-BHROD5(001)-BIII-NPAA001-M001

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement is made and entered into and executed this \_\_\_\_ day of \_\_\_\_\_ 2023, 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 the "Governance of Basic Education Act of 2001", with office address at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Human Resource and Organizational Development, **GLORIA JUMAMIL-MERCADO**, (hereinafter referred to as "**DEPED**");

- and -

The **PHILIPPINE NORMAL UNIVERSITY - PHILIPPINE NATIONAL RESEARCH CENTER FOR TEACHER QUALITY**, a partnership between the Philippine Normal University (PNU) and the University of New England which supports PNU in its mandate as the National Center for Teacher Education, with office address at 2<sup>nd</sup> Floor, Gusali ng Wika, PNU, Taft Avenue corner Ayala Boulevard, Ermita, Manila, represented herein by the President of PNU, **BERT J. TUGA, Ph.D.**, (hereinafter referred to as "**PNU-PNRCTQ**");

**DEPED** and **PNU-PNRCTQ** shall be collectively called "**PARTIES**";

**WITNESSETH:**

**WHEREAS**, the **DEPED**, through the Bureau of Human Resource and Organizational Development – School Effectiveness Division (BHROD-SED), is in need of a consultant for the school organizational structure and staffing standards (SOSSS) (hereinafter referred to as "**PROJECT**");

**WHEREAS**, Negotiated Procurement – Agency to Agency is provided under Section 53.5 of the 2016 revised IRR of RA No. 9184 also known as the "Government Procurement Reform Act", for the procurement of consulting services from another agency of the Government of the Philippines (GOP), as an alternative mode of procurement;

**WHEREAS**, the **PNU-PNRCTQ** submitted a certification dated 28 November 2022 which states among others that it has the mandate to render the services required for the **PROJECT**, absorptive capacity to undertake the **PROJECT**, and owns or has access to the necessary tools and equipment required for the **PROJECT**; and a proposed plan with line item budget for the **PROJECT** through a letter dated 16 February 2023;

PNU-PNRCTQ's Witness  
 BERT J. TUGA, Ph.D.  
 PNU-PNRCTQ  
 ATTY. RESTY C. OBIAS, LLM, CESO IV  
 DEPED's Witness  
 GLORIA JUMAMIL-MERCADO  
 DEPED



**WHEREAS**, the **PNU-PNRCTQ** has complied with all the required general conditions for the **PROJECT** as provided for in Annex H of the revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184;

**WHEREAS**, the services of **PNU-PNRCTQ** were procured by **DEPED** through BHROD-SED, as per Resolution to Award No. 2023-BHROD5(001)-BIII-NPAA-001 dated 14 March 2023;

**NOW THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements, the **PARTIES** do hereby agree and contract as follows:

### Section 1. Scope and Duration of Agreement

- a. This Agreement sets forth the terms and conditions in which the **PARTIES** undertake to perform their respective obligations for the **Procurement of Consulting Services for the School Organizational Structure and Staffing Standards (SOSSS)**;
- b. The duration of this Agreement shall be seven (7) calendar months which shall commence upon **PNU-PNRCTQ**'s receipt of the Notice to Proceed (NTP). In consideration of the urgency of the **PROJECT**, an extension of contract duration shall not be allowed.

### Section 2. Scope of Services

- a. The services contemplated in this Agreement shall be performed by **PNU-PNRCTQ** in accordance with the following scope and requirements:
  - i. Conduct an in-depth review and an overall assessment of the drafted SOSSS prototypes as an output of the data-gathering activities initiated by the BHROD;
  - ii. Undertake a necessary review of literature on organizational structures and staffing standards in private schools and other public education systems abroad. **PNU-PNRCTQ** shall also study other available sources of information to develop the SOSSS;
    - (1) Results of the time-on-task analysis done by ADB
    - (2) Results of the workload balancing study done by the Planning Service
    - (3) Enhanced planning parameter (Cabral Formula)
  - iii. Design and implement data-gathering activities. The conduct of said activities shall elicit a first-hand account of how current structures and staffing in public schools affect the delivery of quality basic education;
  - iv. If deemed necessary, develop a plan to mobilize a technical working group (TWG) that shall augment the data-gathering activities. This shall also serve as an avenue for more stakeholders to be engaged in the development process;
  - v. Conduct a time-on-task analysis on school processes and operations, with a specific focus on non-teaching tasks. The time-on-task analysis

  
PNU-PNRCTQ's Witness

  
BERT C. TUGA, Ph.D.  
PNU-PNRCTQ

  
ATTY. RESTY C. OJIAS, LL.M. CESO IV  
DEPED's Witness

  
GLORIA SUMAMIL-MERCADO  
DEPED



shall include mapping non-teaching school processes and operations, determining the duration to accomplish each task based on school-size typologies, curricular programs, and contexts, and identifying skills requirements for each non-teaching task, whether manual or automated;

- vi. Identify, analyze, and synthesize data gaps and issues on school organizational structures and staffing standards;
- vii. Apply descriptive, diagnostic, predictive, and prescriptive analyses to data for the refinement and enhancement of the SOSSS. The quantitative and qualitative data gathered shall be used to finalize the prototype structures and draft standards. Further, all gathered data shall be turned over to **DEPED**;
- viii. Review and provide recommendations on the ratio of master teachers in relation to school structure, typology, and curricular programs;
- ix. Review, for the purpose of updating, Department Order No. 19, s. 2016;
- x. Develop a policy on school organizational structures and staffing standards that is a result of the study;
- xi. Determine the budget implications of the proposed SOSSS to the Department; and,
- xii. Identify outdated policies, processes, and practices in the Department that need to be updated, revised, or rescinded in the event that a new SOSSS shall be adopted.

**Section 3. Contract Price and Payment Schedule**

- a. For and in consideration of the services rendered, **DEPED** shall pay **PNU-PNRCTQ** the total amount of **PHILIPPINE PESOS FOUR MILLION, ONE HUNDRED THIRTEEN THOUSAND AND 00/100 (PhP4,113,000.00) ONLY**, inclusive of VAT, in accordance with the following schedule:

Milestone/ Deliverable	Delivery Schedule	Payment Schedule	Percentage
<b>Inception report</b> – the detailed work plan for the overall research design, methodology, and sampling; the research framework, timeline of activities, and data-gathering designs	Within the first 30 days upon signing/receipt of the NTP	Upon approval and acceptance of the DepEd	10% contract price
<b>First draft</b> of the recommendation	Within the next 45 days upon approval	Upon submission and acceptance of	Next 10% of the contract

*[Signature]*  
PNU-PNRCTQ's Witness

*[Signature]*  
**BERT J. TUGA, Ph.D.**  
PNU-PNRCTQ

*[Signature]*  
ATTY. RESTY O. OSIAS, LL.M. CESO IV  
DEPED's Witness

*[Signature]*  
**GLORIA JUANAMIL-MERCADO**  
DEPED



s for policy development	of the inception report	vetted results of the first draft recommendations	price
<b>Final draft</b> of the recommendations for policy development	Within the next 15 days upon acceptance of the first draft of policy recommendations	Upon approval and acceptance of finalized recommendations for policy development	Next 10% of the contract price
<b>First draft</b> of a DepEd issuance	Within the next 30 days upon acceptance of the final draft of policy recommendations	Upon submission and acceptance of the vetted results of the first draft	Next 15% of the contract price
<b>Second draft</b> of a DepEd issuance	Within the next 15 days upon acceptance of the first draft of a DepEd issuance	Upon submission and acceptance of the vetted results of the second draft	Next 15% of the contract price
<b>Final draft</b> of a DepEd issuance	Within the next 30 days upon acceptance of the second draft of the DepEd issuance	Upon approval and acceptance of finalized draft issuance	Next 15% of the contract price
<b>Approved DepEd Order</b> on the SOSSS	Within the remaining 45 days upon the approval and acceptance of the final Draft DepEd issuance	Upon issuance and dissemination of the policy on the DepEd website	Remaining 25% of the contract price
	<b>210 days</b>		<b>100%</b>

- b. The remaining 25% shall be released only upon the issuance and dissemination of a Department Order on the SOSSS;
- c. Payment shall be made to **PNU-PNRCTQ** upon submission of a request for payment based on the above schedule, subject to existing disbursement, accounting and auditing rules and procedures;
- d. All transportation expenses and activities requiring airfare shall be limited to domestic travel and made exclusive for the completion of the **PROJECT**. All transportation expenses shall be subject to the approval of the end-user;
- e. In consideration of the urgency of the **PROJECT**, no extension of contract duration shall be allowed.

**Section 4. Monitoring and Evaluation**

- a. The **DEPED**, through BHROD-SED, shall monitor the compliance of **PNU-PNRCTQ** with its roles and responsibilities under this Agreement and the Terms of Reference, and oversee the overall implementation of the **PROJECT**.

*[Signature]*  
 PNU-PNRCTQ's Witness  
**BERNARD J. TUGA, Ph.D.**  
 PNU-PNRCTQ

*[Signature]*  
 DEPED's Witness  
**GLORIA DUMALALAN-MERCADO**  
 DEPED  
 ATTY. RESTY C. OBIAS, LLM. CESO IV



**Section 5. Intellectual Property**

- a. Ownership, title, rights and interest with respect to the contents of the reports and drafts of the issuance, including all resources, records, or materials used or obtained in the course of this Agreement shall vest exclusively with **DEPED**. **PNU-PNRCTQ** hereby irrevocably waives any claim thereto. **PNU-PNRCTQ** shall not, in any manner and for any purpose, use the contents of the reports and drafts of the issuance beyond what is expressly allowed for the purpose of accomplishing the terms under this Agreement, unless express permission of **DEPED** in writing is obtained.

**Section 6. Data Privacy, Security and Non-Disclosure Clause**

- a. The **PARTIES** shall comply with the applicable provisions of Republic Act No. 10173 or the Data Privacy Act of 2012, its Implementing Rules and Regulations, and the issuances and circulars of the National Privacy Commission, as well as other applicable personal privacy and security laws and regulations ("Privacy Laws"). The **PARTIES** shall, at all times, implement the appropriate and reasonable level of organizational, physical, and technical security measures to ensure the confidentiality, integrity, and availability of any personal data that might be processed pursuant to this Agreement.
- b. In the event that any personal data will be disclosed in relation to this Agreement, the party disclosing such personal data shall ensure that the required consents under the Privacy Laws have been obtained from the relevant data subjects. Each party hereby represents and warrants that it has obtained the required consents of its employees, personnel, contractors, agents, and representatives whose personal, sensitive and/or privileged information may be disclosed in connection with this Agreement.

**Section 8. Confidentiality**

- a. The **PARTIES** shall not, during the term of this Agreement and even after its expiration, disclose any proprietary or confidential information relating to the agreed terms or the organization and operations of the **PARTIES** without prior consent of the **DEPED**.
- b. The **PNU-PNRCTQ** shall not use, make copy, record, duplicate any material or document acquired in the course of this Agreement without the prior written consent of **DEPED**, unless otherwise provided by law.
- c. The **PNU-PNRCTQ** shall implement appropriate security procedures, mechanisms, and maintain and ensure the confidentiality of the reports and drafts of the issuance during the evaluation and review period until final submission to BHROD-SED.

**Section 9. Amendments**

- a. Any change, modification or amendment of 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 R.A. 9184 and its Implementing Rules and Regulations

*[Signature]*  
PNU-PNRCTQ's Witness

*[Signature]*  
**BERT J. TUGA, Ph.D.**  
PNU-PNRCTQ

*[Signature]*  
ATTY. RESTY C. OSIAS, LL.M. CESO IV  
DEPED's Witness

*[Signature]*  
**GLORIA JUVENIL-MERCADO**  
DEPED



**Section 10. Miscellaneous Provisions**

- a. If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.
- b. It is further stipulated and expressly understood that existing laws, guidelines, and rules and regulations shall be deemed to form part of this Agreement.

**Section 11. Termination**

- a. This Agreement may be terminated by a party due to the other party's non-performance of its roles and responsibilities and/or non-compliance with the provisions of this Agreement.
- b. The **PARTIES** may mutually and automatically terminate this Agreement upon completion of all responsibilities as stated herein unless otherwise amended.

**Section 11. Liquidated Damages**

- a. **PNU-PNRCTQ** shall be liable for the damages for any breach of its obligations specified in this Agreement and under applicable law and deduct from the contract price as liquidated damages an amount equal to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay until such services are finally performed. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the contract price, **DEPED** may terminate this Agreement without prejudice to other courses of action and remedies open to it.

**Section 12. Settlement of Disputes**

- a. The **PARTIES** shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as, but not limited to, mutual consultation and negotiation. However, in the event that the **PARTIES** fail to settle the dispute amicably, and before any party may proceed to litigate in court, the **PARTIES** shall first resort to an Early Neutral Evaluation in accordance with the Rules on Alternative Dispute Resolution (ADR). Under R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004." Under R.A. No. 9285, an Early Neutral Evaluation is defined as an ADR process wherein the parties and their lawyers are brought together early in a pre-trial phase to present summaries of their cases and receive a non-binding assessment by an experienced, neutral person, with expertise in the subject in the substance of the dispute."

**Section 14. Effectivity**

- a. This Agreement shall take effect upon signing hereof and shall remain in full force and effect until completion of the **PROJECT**, unless earlier terminated pursuant to the provisions of this Agreement or extended by the **PARTIES**.

*[Signature]*  
PNU-PNRCTQ's Witness

*[Signature]*  
BERT J. TUGA, Ph.D.  
PNU-PNRCTQ


*[Signature]*  
ATTY. RESTY C. OSIAS, LL.M. CESO IV  
DEPED's Witness

*[Signature]*  
GLORIA SUMAMIL-MERCADO  
DEPED

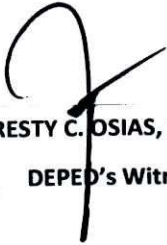


**IN WITNESS WHEREOF**, the **PARTIES** to this Agreement have hereunto affixed their signatures on the day and year first above written.

*SIGNED, SEALED AND DELIVERED BY:*

  
**GLORIA J. JARAMIL-MERCADO**  
*Undersecretary for Human Resource  
and Organizational Development  
DEPED*

  
**BERT J. TUGA, Ph.D.**  
*President, PNU  
PNU-PNRCTQ*

*SIGNED IN THE PRESENCE OF:*

  
ATTY. RESTY C. OSIAS, LL.M. CESO IV  
 DEPED's Witness 

  
PNU-PNRCTQ's Witness

CERTIFIED FUNDS AVAILABLE: ₱4,113,000.-

  
**MA. RHUNNAL L. CATALAN**  
Chief Accountant



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

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for PASIG CITY,  
Philippines, this \_\_\_\_ day of 25 MAY 2023 2023 personally appeared:

<b>NAME</b>	<b>GOVERNMENT ISSUED ID</b> (Number, Issued On, Issued By)
<b>GLORIA JUMAMIL-MERCADO</b> Undersecretary DEPED	P6519758A, 22 March 2018 DFA Manila

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a MEMORANDUM OF AGREEMENT consisting of seven (7) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

Doc. No. 223;  
Page No. 46;  
Book No. 015;  
Series of 2023.

*L. Amon*  
**ATTY. LENCIA M. AMON**  
Notary Public  
**NOTARY PUBLIC**  
Pasig, Pateros & San Juan  
Valid Until December 31, 2023  
Roll No. 22188  
PTR AA No. 0112306/01-03-23  
Lifetime IBP Member No 04266  
Official Receipt No 574709, IBP Chapter  
MCLE Compliance No VII-0000050/6-18-2019  
Ground Flr. Armal Centre, U. Velasco, Ave.,  
Malinao, Pasig City

99



REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_, METRO MANILA) S.S  
**PASIG CITY**

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for **PASIG CITY**,  
Philippines, this \_\_\_\_\_ day of \_\_\_\_\_ 2023 personally appeared:

**MAY 18 2023**

**NAME**

**GOVERNMENT ISSUED ID**

*(Number, Issued On, Issued By)*

**BERT J. TUGA, Ph.D.**  
President, PNU  
PNU-PNRCTQ

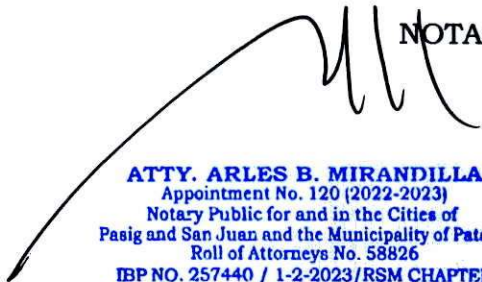
P0712658B February 18, 2019 DFA Manila

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a MEMORANDUM OF AGREEMENT consisting of seven (7) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC



Doc. No. 27 ;  
Page No. 7 ;  
Book No. 362 ;  
Series of 2023.

**ATTY. ARLES B. MIRANDILLA**  
Appointment No. 120 (2022-2023)  
Notary Public for and in the Cities of  
Pasig and San Juan and the Municipality of Pateros  
Roll of Attorneys No. 58826  
IBP NO. 257440 / 1-2-2023/RSM CHAPTER  
PTR NO. 0163620 / 1-10-2023 / PASIG CITY  
MCLF Compliance No. VI-0020543/March 18, 2019  
Commission until December 31, 2023  
Ground floor, Bldg. No. 1, Bldg. No. 1, Bldg. No. 1,  
Santolan, Pasig City

P.J.