

# MEMORANDUM OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement"), made and entered into by and between:

The **PHILIPPINE MENTAL HEALTH ASSOCIATION, INC.**, a private non-stock, non-profit organization, duly organized and existing under and by virtue of the laws of the Philippines, with office address at 18 East Avenue, Quezon City, represented by its *President, DR. CORNELIO G. BANAAG, JR.* and hereafter referred to as "**PMHAI**"

and

The **DEPARTMENT OF FOREIGN AFFAIRS**, an agency of the Government of the Republic of the Philippines, with office address at 2330 DFA Building, Roxas Boulevard, Pasay City, represented by *Undersecretary and Head of the Procuring Entity, HON. ERNESTO C. ABELLA* and hereafter referred to as "**DFA.**"

## WITNESSETH:

**WHEREAS**, PMHAI, through its Clinical and Intervention Services, possesses expertise in the administration of psychological testing and evaluation as well as psychiatric examination;

**WHEREAS**, the DFA is in need of the services of PMHAI for the psychological assessment from time to time of candidates for admission to the service (each an "Examinee"), and wishes to engage PMHAI for this purpose subject to the terms and conditions of this Agreement.

**IN VIEW OF THE FOREGOING** and other provisions of this Agreement, the parties agree as follows:

### I. Scope of Services

A. PMHAI shall accept for psychological testing and evaluation Examinees who are candidates for Foreign Service Officer IV that the DFA will endorse to PMHAI for such testing and evaluation. PMHAI shall conduct the tests with due care and in a professional manner.

B. The Psychological testing and evaluation shall cover the following:

1. **Interview** – This shall involve a personal interaction (via an online platform) between a PMHAI mental health professional and the Examinee to aid in determining the mental status, the emotional condition, coherence in thought, and thinking process and verbal expressive skills of the Examinee.
2. **Psychological Tests** – These shall involve the conduct of a series of standardized, written, visual and projective tests to determine the psycho-dynamics, the emotional condition, intellectual level, aptitude, and the personality of the Examinee.
3. **Scoring and Interpretation of the Psychological Test** – This shall involve the general and detailed evaluation of the results of the psychological test and interview.
4. **Submission of Individual Psychological Reports** – PMHAI shall submit a written psychological report on the examinees in accordance with the following schedule:




Foreign Service Officers

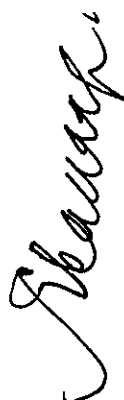
- 1 to 20 Examinees – four weeks after the last testing schedule
- 21 to 40 Examinees – five weeks after the last testing schedule
- 41 to 60 Examinees – six weeks after the last testing schedule
- 61 to 80 Examinees – seven weeks after the last testing schedule
- 81 to 100 Examinees – eight weeks after the last testing schedule



The full psychological report shall include a summary of the results of psychological tests as well as recommendations. The recommendations shall also include the fitness of the Examinees for the position applied for.

5. Request by DFA for Clarification of Recommendations – PMHAI shall:

- a. Promptly entertain and reply to requests for clarification by the DFA on the reports or findings of PMHAI. However, PMHAI shall have no obligation to alter or revise its report.
- b. The DFA may, from time to time, request for modifications in the scope of the areas covered in the assessment of individual Examinees.



II. Fees

- A. DFA shall pay PMHAI on the basis of each Examinee successfully interviewed and tested based on the following rates:

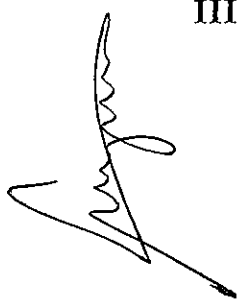
Foreign Service Officer IV Examinees: Php8,000.00  
(VAT EXCLUSIVE)



- B. Payment shall be made in cash or its equivalent to an account designated by PMHAI after its submission of the psychological reports to the DFA's Board of Foreign Service Examination, and receipt of the DFA's Office of Financial Management Services of the billing invoice with complete documentary requirements.

- C. Payment by the DFA to PMHAI shall be made based on actual billing and number of Examinees.

III. Schedule and Conduct of Testing



- A. The psychological assessment sessions will be scheduled on the following dates:

Foreign Services Officer IV Examinees

April 19-23, 2021 (Testing)  
April 26-30, 2021 (Interviews)

Any subsequent sessions to be conducted throughout the term of this Agreement shall be scheduled by the DFA and PMHAI as the need arises.

PMHAI shall only test those individuals with written authority or confirmation from the DFA.

**B.** PMHAI shall secure written waivers from the Foreign Service Officer IV that will exempt PMHAI and the DFA from any liability for conducting the psychological tests and evaluations. PMHAI shall not be obliged to test individuals who refuse to execute such waiver.

**C.** Due to the restrictions brought about by the pandemic, PMHAI shall be conducting online psychological assessment or teleassessment of the Examinees. A third-party test distributor shall be assisting PMHAI for the distribution of test links to facilitate the teleassessment. The Examinees shall be given an orientation before the week of assessment regarding such procedures.

**D.** Except as provided in Section 1 (B) (5), the DFA shall not interfere in anyway with the conduct of the psychological testing, nor shall it pressure, intimidate, or influence PMHAI in the conduct of the test, evaluation of the results or in the preparation of the reports.

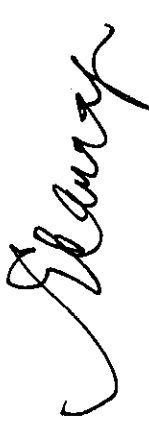
**E.** PMHAI shall test Examinees endorsed by the DFA except those provided in Section III (B). If PMHAI shall cancel any schedule for testing, it shall notify the DFA at least five working days prior and shall agree with DFA on the re-scheduling of such tests. Except as provided in the next succeeding paragraph, non-appearance of Examinees on their scheduled testing date shall mean cancellation of their test of which DFA shall be duly informed.

Should an Examinee, on the scheduled testing date, be unable to access the online psychological assessment or complete the same due to internet connectivity issues, PMHAI and the Examinee shall agree on a date for the rescheduling or continuation of the test, which shall in no case be longer than a period of seven days from the original date of testing. Non-appearance of the Examinee on the rescheduled testing date for whatever reason shall mean cancellation of their test of which DFA shall be duly informed.


**F.** The payment for the test links purchased from the third-party test distributor for the Examinee(s) who are not able to attend the scheduled or rescheduled testing shall be forfeited and are nonrefundable. The cost

of the test links purchased for the non-attending Examinee(s) shall be charged to DFA even if it was not consumed.

#### IV. Confidentiality

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- A. PMHAI and its personnel shall hold confidential all information related to or arising from the conduct of the psychological test and evaluation of the Examinees and shall comply with Republic Act No. 10173 or the Data Privacy Act of 2012 in the collection, processing, storage and disposal of the Examinees' personal and sensitive personal information.
- B. PMHAI and its personnel shall not disclose the foregoing information to any third person including the Examinee except for certain information limited to the Examinee's name, age, and gender to be provided to the third-party test distributor. Such information shall be processed only for the purpose of generating the test results by the third-party test distributor and to be given only to PMHAI. Both PMHAI and the third-party test distributor are bound by a confidentiality agreement.
- C. PMHAI shall submit the psychological reports provided in Section 1 (B) (4) to the Chairman of the Board of Foreign Service Examinations and the Undersecretary for Administration having jurisdiction over the subject personnel.
- D. This confidentiality clause shall likewise survive the term of this Agreement.
- E. This Agreement shall take effect from 1 March 2021 until 31 December 2021.

#### V. Amendatory Clause



This Agreement may be amended or renewed by letters of agreement executed between the parties for such term and under such conditions as the parties may subsequently agree.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

QUEZON CITY.

BEFORE ME, this 15 APR 2021 day of \_\_\_\_\_ 2021 in  
QUEZON CITY Philippines personally appeared the following persons:

Name

Valid ID & Date/Place Issued

DR. CORNELIO G. BANAAG, JR.

PRC 0027637 / 12-12-2021 / Manila

HON. ERNESTO C. ABELLA

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

IN WITNESS WHEREOF, I have hereunto set my hand this 15 APR 2021  
day of \_\_\_\_\_, 2021.

NOTARY PUBLIC

Doc. No.: 413  
Page No.: 83  
Book No.: 24  
Series of 2021

**ATTY. URVIB PASCUAL**  
Notary Public Until December 31, 2021  
IBP No. 137758/01-05-2021/Q.C.  
PTR No. 0730938/01-07-2021/Q.C.  
Roll of Attorney No. 55990  
MCLE No. VI-0020063/04-14-2022  
Rm. 307 3<sup>rd</sup> Flr. Printa Bldg.  
Cor. Magalang St.  
East Ave, Pinyahan Q.C.

IN WITNESS WHEREOF, the parties affix their signatures on this  
\_\_\_\_\_ day of 15 APR 2021 2021 in QUEZON CITY  
Philippines.

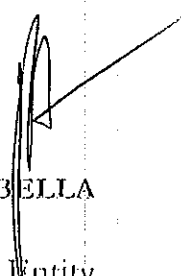
PHILIPPINE MENTAL  
HEALTH  
ASSOCIATION, INC. (PMHA)

DEPARTMENT OF FOREIGN  
AFFAIRS (DFA)

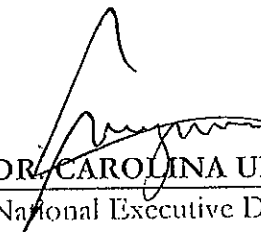
By:

By:

  
DR. CORNELIO G. BANAAAG, JR.  
President

  
HON. ERNESTO C. ABELLA  
Undersecretary and  
Head of the Procuring Entity

Signed in the Presence of:

  
DR. CAROLINA UNO-RAYCO  
National Executive Director, PMHA

  
JOSE MARIA A. CARIÑO  
Board Secretary, BPSI