

**MEMORANDUM OF AGREEMENT BETWEEN
THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)
AND
HUMAN RESOURCES INNOVATIONS AND SOLUTIONS (HURIS)**

THE PUBLIC IS INFORMED:

This Agreement is made and entered into this 08 NOV 2022 in the City of Pasay and between:

THE DEPARTMENT OF FOREIGN AFFAIRS (DFA, the Department), with office address at 2330 Roxas Blvd., Pasay City, represented herein by **ANTONIO A. MORALES**, Head of Procuring Entity and Undersecretary, hereinafter referred to as the **FIRST PARTY**;

And

HUMAN RESOURCE INNOVATIONS AND SOLUTIONS (HURIS), a Philippine-registered corporation, with address at Suite M3, Seven East Capitol Building, #7 Capitol Drive, Barangay Kapitolyo Pasig City, represented herein by its Sales and Accounts Management Manager **LAISHA RUH R. LAO-YCO**¹, hereinafter referred to as the **SECOND PARTY**.

Collectively referred to herein as the Parties.

- WITNESSETH -

WHEREAS, the **First Party**, through its Human Resources Management Office (HRMO), in line with its objective to enhance the leadership and effective communication competencies of its personnel relative to its shift to a Competency-based Human Resources Management System (CBHRM) is in need of the services of an organization to develop, design, and implement a webinar workshop on Positive Discipline for Department (the Program) personnel;

WHEREAS, the **Second Party** warrants that it has the capacity to deliver the foregoing Program through its proposed program: *"Achieving a Positive Turn-around in Employee and Organization Performance Through Positive Discipline"*;

WHEREAS, the **First Party** deems the foregoing Program to be in line with its requirements; and has accepted the offer of the **Second Party** to provide the same;

WHEREAS, the **Second Party** agreed to provide Consulting Services relative to the development, design, and implementation of the Program for the Department's personnel;

WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the First Party as provided in the approved BAC Resolution No. **CPM-289-22** dated **08 November 2022** (ANNEX "B") and made integral part thereof, the First Party awarded the contract for the Consulting Services of the Second Party; further, a copy of the Notice of Award is attached herewith (ANNEX "C") and made integral part thereof;

¹ As evidenced by a Secretary's Certificate herein attached as Annex "A".

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties agree, as follows:

ARTICLE I
Purpose of the Agreement

This Agreement is entered into by and between the Parties to provide the basis for their joint and cooperative undertakings in connection with the development, design, and implementation of the Positive Discipline webinar workshop, *"Achieving a Positive Turn-around in Employee and Organization Performance Through Positive Discipline"* on 28 and 29 November 2022.

ARTICLE II
Roles and Responsibilities

The **First Party** shall perform the following tasks:

1. Provide the consultant with relevant information for the Program;
2. Final approval of the Program objectives, outline, and design for implementation;
3. Selection and invitation of sixty (60) participants to the Program;
4. Ensure that participants will be using the appropriate equipment, i.e. learning device, internet connection, and online platform;
5. Provide the complete list of the names with email addresses/contact details of the participants to the Consultant;
6. Provide the participants with the necessary documents for the Program, e.g. case studies, technical document templates;
7. Provide assistance to the Consultant during the conduct of the Program;
8. Invite a guest speaker to deliver the opening and/or closing remarks;
9. Designation of a signatory of the e-certificates for the participants;
10. Designation of DFA contact persons for the Program; and,
11. Participate in the debriefing and evaluation of the Program by the Consultant.

The **Second Party** shall perform the following tasks:

1. Assign a competent and seasoned facilitator for the Program;
2. Deliver and facilitate the learning program using various methodologies for maximum learning;
3. Host and monitoring the digital platform during the webinar (Platform: Zoom);
4. Provide an online registration form for participants to register/ enroll in (if required);
5. Prepare the e-certificates for the participants duly signed by the HURIS facilitators; and,
6. Administer post-training feedback and submit the result to the DFA.

ARTICLE III
Duration

The Program shall run for two (2) days at four (4) hours per day, or for a total of two (2) batches at four (4) hours each, in accordance with the following phases and activities:

PROGRAM PHASE	ACTIVITIES
PRE-WORK	
Design and Finalization of the Program	<ul style="list-style-type: none"> • The Consultant shall present the Program design, for a general view of the objectives, outline, activities, and outputs thereof. • The Consultant and DFA shall agree on the final Program design for implementation.
TRAINING PROPER	
Program	<ul style="list-style-type: none"> • The Consultant shall conduct and facilitate the webinar workshop for two (2) days at 4 hours per day or for a total of two (2) batches at four (4) hours each.
POST-WORK	
Post-Program Meeting	<ul style="list-style-type: none"> • Debriefing and evaluation of the Program by the Consultant.
Post-Program Report	<ul style="list-style-type: none"> • The Consultant shall provide the DFA with the Program Report, and all materials relevant to the conduct thereof, which include, but is not limited to: <ul style="list-style-type: none"> a. Program management report b. Powerpoint presentations and other learning materials c. Report on its observations about the participants and recommendations for intervention d. Certificates of Completion

**ARTICLE IV
Fees and Payment Schedule**

1. For and in consideration of the services to be rendered by the Consultant to the satisfaction of DFA, the latter shall pay **three hundred thousand pesos (Php 300,000.00)** only, inclusive of taxes and all legal costs and fees to the Consultant, which shall be paid in the following tranches:

Percentage	Amount	Deliverables
50%	Php 150,000.00	Upon submission of final and approved Program design;
50%	Php150,000.00	Upon completion of the Program and submission of Post-Program Report
Total: 100%	PHP 300,000.00	

2. The Services Fee is inclusive of any and all Services; the development of the webinar workshop, and its implementation; training registration, training facilitator, training materials, training platform, and certificates of completion, to be provided by HURIS.
3. The Parties agree that the payment of the Services Fee to the Second Party is subject to the provisions of the Agreement and the usual government accounting and auditing rules and regulations, and subject to the submission of the necessary documents required by the First Party.
4. The foregoing Services Fee shall be inclusive of all applicable taxes and other lawful charges.

ARTICLE V Mode of Payment

Payment of the Services Fee shall be made through the List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA) payable to "Human Resource Innovations and Solutions". Payment shall be made within thirty days (30) following the delivery of all the obligations of the Second Party under Article II hereof; and submission of invoices and complete supporting documents.

ARTICLE VI Termination/Pre-termination

The commission of a material breach of obligations under this Agreement, such as but not limited to the failure of any party to submit its deliverables or perform its duties under this Agreement, or when it delays, for no justifiable reason, the performance thereof and fails to cure that breach within twenty (20) days after receiving written notice of the breach, entitles the non-erring party to terminate this Agreement immediately upon written notice to the other party, and stating definitively the justifiable grounds therefore.

ARTICLE VII Confidentiality

1. **Work Product.** The work product of the Second Party shall mean any and all tangible and intangible products, data, reports, information recorded by whatever means, documents, written materials, and any and all other work products, or any portion thereof, including drafts, prepared, generated, or provided by the Second Party in connection with the Second Party's performance of its obligations under this Agreement. The Second Party hereby assigns to the First Party all rights, title, and interest in any and all work products made during the course of this Agreement, including any and all copyright ownership rights in such Work Product; and waives any and all rights and interest in connection therewith, to the extent permitted by law.
2. **Non-Public Information.** For purposes of this Agreement, all information that the First Party, its officers, assigns, or persons related therewith, provides to the Second Party; all information pertaining to the services performed by the Second Party; and all information regarding the First Party, its officers, employees and participants, including, without limitation, the identity of persons, shall be deemed and treated as strictly confidential, non-public information unless and until the First Party specifically authorizes the Second Party expressly in writing that any

such information may be treated as public, and said information shall only be disclosed with the First Party's prior consent. The Second Party shall have no authority to disclose Non-Public Information to anyone in perpetuity. The Second Party shall likewise delete all records pertaining to personal, identifiable information of the participants of the Program following the completion of the Program and the submission of the required Post-Program reports.

3. **Non-disclosure Agreement.** The Second Party shall not deliver, reveal, nor report any Work Product or any Non-Public Information, obtained or created pursuant to this Agreement, to any person, corporation, or government entity, or any other public or private entity, without (i) express prior written permission of the First Party, or (ii) a court or administrative order requiring disclosure, provided that the Second Party shall immediately notify the First Party of any need for disclosure in writing; and shall, in accordance with the First Party's direction, respond, appeal or challenge such subpoena, or court administrative order, prior to disclosure; and shall cooperate fully with the First Party in responding, appealing or challenging any such subpoena, or court or administrative order. Neither the Second Party nor its related entities shall disclose any Work Product or any non-Public Information to any person or entity, nor shall they use or allow the use of any Work Product or any Non-Public Information, to further any interest other than that contemplated by this Agreement. The Second Party shall take appropriate measures to ensure the confidentiality and protection of all Work Product and all Non-Public Information, and to prevent its intentional or unintentional disclosure, or its inappropriate use by the Second Party, its officers, by its or their employees or related entities, or any other third party. This duty shall survive the expiration or termination of this Agreement in perpetuity

Article VIII Miscellaneous Provisions

1. Neither party nor any of its officers, directors, managers, employees, agents, and representatives shall be liable to the other party or any of its officers, directors, managers, employees, agents, and representatives for any loss, liability, damage or expense arising out of or in connection with the performance of any services contemplated by this Agreement, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct or negligence of such officer, director, manager, employee, agent, or representative.
2. Both Parties shall comply in all material respects with all applicable laws, rules, regulations, orders and decrees of the Philippine government.
3. Parties warrant that they have not assigned and will not assign to any third party, by operation of law or otherwise, any cause of action, obligation, or demand of any nature whatsoever relating to any matter covered by this Agreement.
4. Any dispute regarding any of the provisions of this Agreement shall be settled amicably by the Parties among themselves only. Should amicable settlement fail, the Parties agree that the dispute shall be brought only before a court in Pasay City.
5. It is understood that no employer-employee relationship exists between the parties, and their respective officers, employees, and representatives.

6. The performance of this Agreement by either Party is subject to acts of God, war, government regulations, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the abilities of the parties, making it inadvisable, illegal, or impossible to perform to the terms of the contract, hold the meeting, or provide the facility. This Agreement may be terminated or revised for any of the above reasons without liability by written notice from one party to the other.
7. This Agreement encapsulates the full agreement between the Parties, and any subsequent alteration, modification or amendment of this Agreement or any of its provisions shall be subject to mutual consent of both Parties and shall be made in writing.

**ARTICLE IX
Effectivity**

This Agreement shall take effect upon the signing of the Parties hereto and shall remain in force for six (6) months, or until the obligations of the Parties as stipulated herein are complied with; or in case this Agreement is renewed by mutual consent of both Parties at least fifteen (15) days before the expiration of the Agreement. Any such renewal shall be made in writing upon agreement by both parties.

IN WITNESS HEREOF, the Parties through their duly authorized representatives have hereunto affixed their signatures on this 08 NOV 2022 at Pasay City, Philippines.

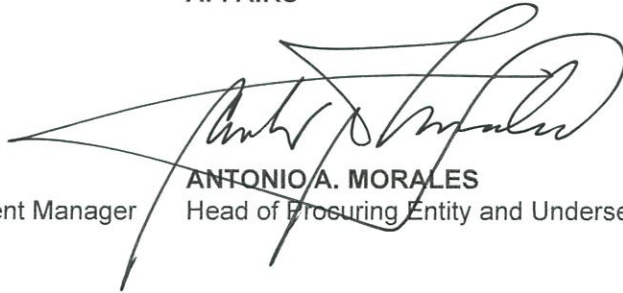
**HUMAN RESOURCES INNOVATIONS
AND SOLUTIONS (HURIS)**

**THE DEPARTMENT OF FOREIGN
AFFAIRS**

BY:



LAISHA RUH R. LAO-YCO
Sales and Accounts Management Manager



ANTONIO A. MORALES
Head of Procuring Entity and Undersecretary

Signed in the Presence of:


El Jean Wyond A. Enriquez
(Representative from HURIS)


CHRISTOPHER B. MONTERO
Assistant Secretary
Human Resources Management Office

ACKNOWLEDGEMENT

Republic of the Philippines }
City of Pasay } S.S.

BEFORE ME, a **NOTARY PUBLIC** for and in the City of Pasay, Philippines on DEC 16 2022, 2022 personally appeared **Antonio A. Morales** Head of Procuring Entity and Undersecretary of the Department of Foreign Affairs and **Laisha Ruh R. Lao-Yco**, Sales and Accounts Management Manager of HURIS, known to me to be the same persons who executed the foregoing **Memorandum of Agreement** consisting of seven (7) pages including the page on which this Acknowledgment is written, signed by the Parties and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed.


The Philippine Passport/Philippine Government –Issued Identification Documents of the Parties were exhibited to me, the same bearing:


NAME	ID NUMBER	PLACE OF ISSUE	DATE OF EXPIRY
Antonio A. Morales	MAA 692	DFA MANILA	03 AUG 2024
Laisha Ruh R. Lao-Yco	P9010527A	DFA NCR EAST	03 OCT 2028

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal on the date and in the place above written.

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Ma. Cleofel L. Jaime
MA. CLEOFEL. JAIME
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
COMMISSION NO. 20-04
ROLL NO. 27802
PTR NO. 7697173 PASAY CITY 1-3-2022
IBP OR NO. 178431 ISSUED BY IBP
NAT'L OFFICE - 2 - 16 - 22
MCLE COMPL. VII-0018402
ISSUED ON - MAY 20, 2022 VALID UNTIL
APRIL 14, 2025



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS



Employee No. MAA092

MORALES
ANTONIO ALBERO

Name



Employee's Signature

Date Issued 29 AUG 2010	Exp 7/1	Valid Until 29 AUG 2012
Place of Birth CAG. CAG. CAG.	City of Birth CAG. CAG. CAG.	Sex M

IMPORTANT

IN CASE OF EMERGENCY OR LOSS
 PLEASE CONTACT
 DEPARTMENT OF FOREIGN AFFAIRS
 MANILA, PHILIPPINES
 +63 2 834 3331 or 834 4987



EZZEDIN H. TAGO

Assistant Secretary

Human Resources Management Section



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