

MEMORANDUM OF AGREEMENT

Know all Men by These Presents:

This Memorandum of Agreement made and entered by and between:

The **DEPARTMENT OF FOREIGN AFFAIRS**, a government agency created by virtue of Commonwealth Act No.732, with principal address at 2330 Roxas Boulevard, Pasay City, Philippines, represented herein by the Head of the Procuring Entity (HOPE), **ANTONIO A. MORALES** hereinafter referred to as “**DFA**”;

and

The **EMBIGGEN-CONSULTING CORPORATION**, a corporate venturing group, with principal office address at #81 Goldloop Tower, Escriva Drive, San Antonio, Pasig City 1600, represented herein by its Chief Executive Officer, **ROLAN MARCO U. GARCIA** hereinafter referred to as the “**Embiggen**”.

- WITNESSETH, that -

WHEREAS, the **DFA** is mandated to advise and assist the President in planning, organizing, directing, coordinating, integrating, and evaluating the total national effort in the field of foreign relations;

WHEREAS, the **DFA** recognizes the need to capacitate their employees to strengthen their marketing and economic promotion skills in support of the conduct of economic diplomacy initiatives;

WHEREAS, the **Embiggen** has expertise in corporate innovation and foresight as well as executing innovation and digital transformation initiatives, and has the necessary training facilities, resources and services;

WHEREAS, the **DFA** has sought the capacities and services of **Embiggen** to which the **Embiggen** has expressed its willingness to assist the **DFA** in implementing the Economic Retooling Course.

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

Section 1. Scope of Work/Description of the Project. The Parties hereby undertake to carry-out the **Economic Retooling Course for Economic Officers**.

There shall be no employer-employee relationship between the parties. Neither party shall be in any way liable or responsible for any personal injury or damage, sustained or caused by any of the personnel provided by the other party during the lawful performance of their duties.


This Agreement shall be governed and construed according to the laws of the Republic of the Philippines.

Section 2. Obligations of the Embiggen. The **Embiggen** shall:

- a. Develop and customize the materials for the economic diplomacy courses according to the training needs of the **DFA**, to be conducted on the dates to be agreed by both parties;
- b. Provide the services of the resource persons and workshop facilitators for the entire duration of the economic diplomacy courses; wherein the


GINA A. JAMORALIN
Assistant Secretary
Office of the International
Economic Relations, DFA


PATRICIA V. DE LEON
Chief of Staff and Operations
Venture Strategy, Embiggen


ANTONIO A. MORALES
Undersecretary
Head of Procuring
Entity (HOPE), DFA


ROLAN MARCO U. GARCIA
CEO and Managing Partner
Embiggen


GINA A. JAMORALIN
 Assistant Secretary
 Office of the International
 Economic Relations, DFA

- resource persons and workshop facilitators will address the queries of participants during the sessions and workshop;
- Provide pdf/electronic copies of training materials, photos, recording, and exercises to participants through a shared Google® drive;
 - Ensure the smooth conduct of the economic diplomacy course;
 - Ensure the safekeeping of the data to be provided by the **DFA** in accordance with the Data Privacy Act;
 - Provide Certificates of Completion to successful participants based on the agreed criteria;
 - Submit the training materials (i.e., handouts in hardcopy and/or digital format) to **DFA** on or before December 07, 2022;
 - Conduct the economic diplomacy course on the dates December 13-14, 2022; and
 - Submit documents and other materials when required by **DFA**.

Section 3. Obligations of the DFA. The **DFA** shall


PATRICIA V. DE LEON
 Chief of Staff and Operations
 Venture Strategy, Embiggen


- Coordinate with the **Embiggen** on the preparation and implementation of the economic diplomacy course;
- Assign a focal person who will work closely with the **Embiggen** on matters related to the economic diplomacy course;
- Provide funding for the conduct of all activities relevant to the training as defined in the cost estimate (Annex A);
- Ensure timely transfer of funds to **Embiggen** for said economic diplomacy course, which should be received by **Embiggen** upon completion of activities;
- Provide pertinent information and materials especially data generated by **DFA** that will assist the **Embiggen** team in organizing the training and in the customization of training materials, lectures and workshop at least two (2) weeks in advance;
- Identify participants who will attend the economic diplomacy course and submit final list of participants (with corresponding participant's email address) to **Embiggen** at least one (1) week before the schedule of the economic diplomacy courses;
- Ensure attendance and full cooperation of each personnel for the whole duration of the economic diplomacy course; and
- Commit to the duration of the project.



ANTONIO A. MORALES
 Undersecretary
 Head of Procuring
 Entity (HOPE), DFA

Section 4. Statement of Consideration (Fees)

- DFA shall transfer to Embiggen the total amount of **Three Hundred Forty-Seven Thousand Pesos (Php 347,000.00)** only for the conduct of the **Economic Retooling Course for Economic Officers** to cover payment of expenses for the program design, training and lecture fees, synthesis and presentation of Economic Retooling Course, and technical setup and facilitation and inclusive of all applicable taxes, fees, licenses, permits and other lawful charges for the fulfillment of the obligation. Details of the cost estimate is made an integral part hereof as **Annex A**.
- The billing and payment of services rendered shall be made in accordance with the following schedule:

Percent	Activity/Expected Output	Cost (Php)
100%	Upon conduct of economic diplomacy course	347,000.00
TOTAL		347,000.00


ROLAN MARCO U. GARCIA
 CEO and Managing Partner
 Embiggen


GINA A. JAMORALIN
Assistant Secretary
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Payments made to the Embiggen shall be made to the following Embiggen bank account:

Account name: Embiggen-Consulting Corporation
Account number: 0019 3000 5304
Name of Bank: Unionbank of the Philippines
Branch: BGC 38th Street
Bank Address: 38th Street G/F Orion Bldg, Bonifacio Global City
Brgy, Taguig, 1630

- c. The Fee shall be made payable within thirty (30) days from receipt of invoice and complete supporting documents. Payment shall be made in accordance with applicable regulations for government payment obligations upon submission of Embiggen of complete supporting documents to the Office of the Undersecretary for Multilateral Affairs and International Economic Relations (OUMAIER) and through List of Due and Demandable Accounts Payable (LDDAP).
- d. Embiggen shall issue an official receipt for the payment made by the DFA. All payments shall be in accord with government audit and accounting laws, rules and regulations.


PATRICIA V. DE LEON
Chief of Staff and Operations
Venture Strategy, Embiggen


Section 5. Duration of Term of the Agreement

- a. This Agreement shall become effective upon execution thereof and shall be completed within **six (6) months** or until **June 30, 2023** or within the schedule as may be agreed by the parties. Provided, however, that there shall be flexibility in the duration of the project, as long as the specified project deliverables mentioned above are met.
- b. Either party shall promptly report to each other the occurrence of any event or condition which might delay or prevent the timely completion of the services embraced herein, specifying in writing the amount of time involved, the causes of the delay, and its subsequent implications on the entire timetable, work schedule, and budget of the Project. Any extension of contract time shall not involve any additional cost.


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Section 6. Confidentiality of Information

- a. Any information or document obtained in connection with the execution or implementation of this Agreement shall not be disclosed to any person or entity without the written consent of the DFA. The non-disclosure and confidentiality requirement in this provision shall continue even after the expiration of termination of this Agreement.
- b. Embiggen shall retain ownership of all intellectual property rights over the content of all the training materials included in the workshop. DFA shall retain the right to confidentiality of any and all training materials. DFA shall also retain property rights to the materials used in the workshop.
- c. Neither party shall assign, sublet or transfer any interest in this project without the written consent of the other.


ROLAN MARCO U. GARCIA
CEO and Managing Partner
Embiggen

Section 7. Termination

- a. The following events shall entitle the party not in breach to terminate this agreement by immediate written notice:

- (1) Failure on the party of the **DFA** to make punctual payments of all sums due to the **Embiggen** under the terms of this Agreement;
 - (2) Failure on the part of the **Embiggen** to remedy any breach of its obligations hereunder within fifteen (15) days following written notice from the **DFA** specifying the breach with full particulars;
 - (3) Any serious and persistent breach by either party of any provision of this Agreement;
- b. Either party may terminate this Agreement upon mutual agreement which may be due to failure to non-fulfillment of obligations by Embiggen or DFA. The parties, however, shall endeavor to amicably settle the events which may give rise to the breach thereof before resolving to the termination of this agreement. Termination: "In case of failure to resolve disputes arising out of this Agreement, pursuant to this provision, the Parties may submit the dispute for final resolution to arbitration to be conducted in Pasay City and pursuant to the Department of Justice's Uniform Rules on Dispute Resolution under Presidential Decree No. 242, as amended."
- c. Should the performance of this Agreement by either party be so hampered by acts of God, war, government regulations, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof which cannot be foreseen by the Parties or, even if foreseeable, are beyond their control, as to make such performance legally impossible to perform (timely or at all) according to the terms of the Agreement, this Agreement may be terminated or revised without liability by the parties to each other, subject to written notice from the pertinent party to the other.

Section 8. Amendments

No amendment or modification of any of the terms and conditions of this Agreement shall be valid unless evidenced by a written Agreement executed by the parties' respective authorized representatives.

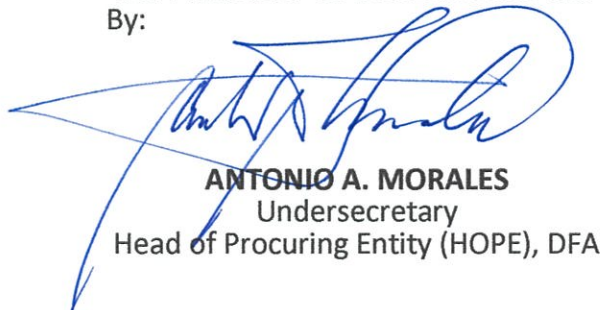
Section 9. Binding Effect

This Agreement shall be binding on the parties and their respective successors-in-interest.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the _____ day of 12 DEC 2022 in PASAY CITY.

DEPARTMENT OF FOREIGN AFFAIRS

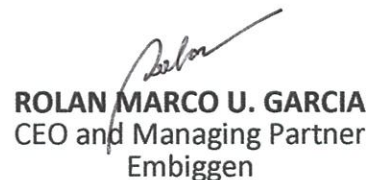
By:



ANTONIO A. MORALES
Undersecretary
Head of Procuring Entity (HOPE), DFA

EMBIGGEN

By:



ROLAN MARCO U. GARCIA
CEO and Managing Partner
Embiggen

Signed in the presence of:



GINA A. JAMORALIN
Assistant Secretary
Office of the International
Economic Relations, DFA



PATRICIA V. DE LEON
Chief of Staff and Operations
Venture Strategy
Embiggen

Certified Funds Available:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) S.S.
CITY OF CITY OF MANILA

BEFORE ME, A Notary Public for and in CITY OF MANILA this _____
day of JAN 30 2023 personally appeared:

Name	Government Issued Identification	Date/Place issued
ANTONIO A. MORALES	Passport - D0009237A	07 Dec 2021/DFA Manila
ROLAN MARCO U. GARCIA	Passport – P0336398C	01 Jun 2022/DFA Manila

Known to me as 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 that of the entities they respectively represent.

This instrument, consisting of six (6), including this page and its Annex whereon this Acknowledgement is written, signed by the parties together with their instrumental witness one each page thereof.

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

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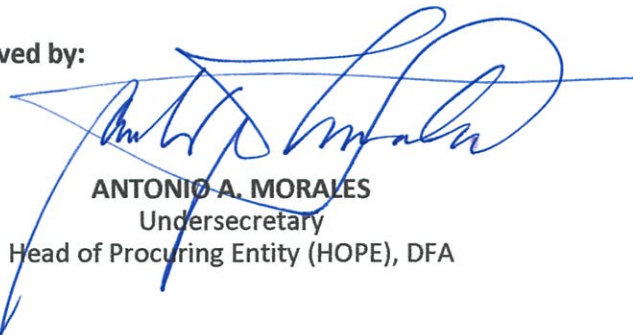

ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
APPOINTMENT 097/12/31/2023 MANILA
IBP NO. 181139 / 01/03/2023
PTR N. 0861145 / 01/03/2023
ROLL NO. 29679, TIN NO. 172-528-620
MCLE COMP. NO. VII-0000165 VALID UNTIL APRIL 14, 2025
③ 1411 TAYUMAN ST., STA. CRUZ, MANILA

**ANNEX A
Cost Estimate**


Training Courses: Economic Retooling Course for Economic Officers
Training Dates: December 13-14, 2022
Total Number of Training Participants: minimum of 100
Number of resource persons: minimum of 1 per training course
Number of workshop facilitators: minimum of 1 per training course
Facilities and equipment of training team: c/o Embiggen

Item of Expenses	TOTAL (in PHP)
Program Design	Waived
Training and Lecture Fees	200,000
Synthesis and Presentation of Economic Retooling Course	100,000
Tech Setup and Facilitation	10,000
SUBTOTAL	310,000
PLUS: 12% Value Added Tax	37,200
TOTAL	PHP347,000.00

Approved by:



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Undersecretary
Head of Procuring Entity (HOPE), DFA



ROLAN MARCO U. GARCIA
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Embiggen

