

**MEMORANDUM OF AGREEMENT BETWEEN  
THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)  
AND  
THE ATENEO GRADUATE SCHOOL OF BUSINESS - CENTER FOR CONTINUING  
EDUCATION**

This Memorandum of Agreement is made and entered into this 8 SEP 2022 day of \_\_\_\_\_ in 2022 in Pasay City, Philippines, by and between:

*[Handwritten signature]*  
The Department of Foreign Affairs, a national government agency, through its Board of Foreign Service Examinations (BFSE), with principal address at 2330 Roxas Blvd. Pasay City 1300, represented herein by **ANTONIO A. MORALES**, Undersecretary and Head of Procuring Entity for the Department of Foreign Affairs, and herein referred to as the DFA

and

*[Handwritten signature]*  
Ateneo de Manila University, a corporation duly organized and existing under and by virtue of Philippine laws, through its Ateneo Graduate School of Business – Center for Continuing Education, the latter with address at 3/F Ateneo Professional Schools Building, 130 H.V. de la Costa St., Salcedo Village, Makati City, represented herein by the University's Officer-in-Charge of the Office of the Vice President for the Professional Schools, **MARIA LUZ C. VILCHES Ph.D.**, whose authority is evidenced by a Board Resolution (Annex "A") and herein referred to as the AGSB-CCE;

DFA and AGSB-CCE shall be individually referred to herein as a Party and collectively referred to herein as the Parties.

**WITNESSETH THAT:**

**WHEREAS**, the Board of Foreign Service Examinations is mandated under Republic Act 7157, otherwise known as the Philippine Foreign Service Act of 1991, to conduct examinations as a requirement for Foreign Service Officers (FSOs) Class I to be eligible for promotion to Career Minister (CarMin);

**WHEREAS**, the Board of Foreign Service Examinations conducts the Career Minister Examinations in three parts; namely the CarMin Training and Assessment Program; (2)

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JAN 05 2023  
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LUIS R. REBAGODA  
Signing Officer

Technical Knowledge and Writing Skills Test; and (3) Panel Interview, by virtue of BFSE Board Resolution No. 03-2017 dated 31 July 2017;

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

**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 conduct of the Career Minister Leadership Program (as described below) from 09 September to 30 September 2022.

The following are annexed to and made an integral part of this Agreement and references to these documents shall be deemed to refer to such annexes.

- Annex*
1. Latest valid PHILGEPS Registration Certificate of AGSB-CCE (Annex "B")
  2. Certificate of Availability of Funds (CAF) dated \_\_\_\_\_ (Annex "C")
  3. Terms of Reference (Annex "D")
  4. AGSB-CCE Proposal (Annex "E")

**II. The Program**

The Career Minister Leadership Program (the Program) will be conducted fully face-to-face, and will run for a total of 16 training days from 8:30am to 4:30pm.

The Program shall be composed of the following courses:

- Agenda*
- 1.1. Strategic Thinking in a Changing World
  - 1.2. Business Process Improvement
  - 1.3 Change Management
  - 1.4 Influential Leadership
  - 1.5 Applied HR for Line Leaders
  - 1.6 The Discipline of Execution
  - 1.7 The Accidental Project Manager

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*JR*

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### III. Roles and Responsibilities

The AGSB-CCE shall perform the following:

- a) Develop and conduct the Career Minister Leadership Program (the Program) for the Department of Foreign Affairs on an exclusive and customized basis from 09 September to 30 September 2022;
- b) Provide DFA, through its BFSE, access to the modules, activities, and outputs made by participants during the Program;
- c) Provide a graded evaluation of the participants at the end of the Program, to be submitted to DFA, through its BFSE;
- d) Submit all documentary requirements necessary for the completion of the Program;
- e) Deliver the services subject of the contract to the DFA-BFSE in good condition and to its full satisfaction;
- f) Provide the training venue, equipment and supplies at the Ateneo Salcedo Campus within the duration of the program;
- g) Provide meals (lunch and AM/PM snacks) to all the participants within the duration of the program

The DFA, through its BFSE, shall in turn perform the following:

1. Manage the overall Program coordination with the participants;
2. Arrange for the participants to meet the technical requirements of the Program;
3. Prepare the documentary requirements needed for the completion of the Program;
4. Instruct and guide the AGSB-CCE on the submission of documents needed to be submitted to the DFA-BFSE;
5. Issue payment of the full Services Fee within the stipulated period after AGSB-CCE has delivered the services to the DFA-BFSE, and the latter accepts the same to its full satisfaction.

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#### IV. Fees Payment

For and in consideration of the services to be rendered by AGSB-CCE to the satisfaction of DFA, the latter shall pay Two Million Six Hundred Forty Thousand Pesos (Php 2,640,000.00) (Services Fee) for a guaranteed class size of 22 participants, covering the following:

1. Professional fee of the resource person
2. Design and development of the Program
3. Usage of learning management system for the Program delivery, if applicable
4. Soft copies of handouts/learning materials
5. Evaluation summary report
6. Assistance of a dedicated training staff for the duration of the Program
7. Certification of course completion from AGSB-CCE

Other inclusions:

1. Training venue at the Ateneo Salcedo Campus
2. Meals and snacks of the participants
3. Training equipment and supplies

The foregoing Services Fee shall be inclusive of all applicable taxes and other charges, subject to the issuance of the BAC resolution, Notice of Award, Notice to Proceed, and within the Certificate of Availability of Funds (CAF) issued for this purpose.

#### V. Mode of Payment and Schedule

The Services Fee is payable in check or by online remittance of funds to Ateneo de Manila University, which is a non-VAT and tax-exempt institution.

AGSB-CCE shall issue an invoice upon completion of the Program. Payment shall be made by DFA within fifteen (15) working days from receipt of the electronic or physical copy of the invoice with complete supporting documents.

All billed charges shall be based only on services actually provided, which shall in no case exceed the total Services Fee of Two Million Six Hundred Forty Thousand Pesos (Php 2,640,000.00)

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## VI. Termination/Pre-termination

This Agreement shall automatically terminate upon the completion of the Program and the full payment of the Services Fee.

In the event that the Program is cancelled within ten (10) days prior to the agreed schedule thereof, DFA shall be liable to AGSB-CCE in the amount equivalent to 50% of the Services Fee *if DFA is the party responsible for or requesting the pre-termination. If AGSB-CCE is the requesting party or party responsible for the pre-termination, it shall pay the DFA in the amount equivalent to 50% of the Services Fee.*

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 the justifiable grounds therefor.

## VII. Miscellaneous Provisions

1. Neither Party can be considered in default under this Agreement if the performance of its obligations in whole or in part is delayed or prevented by a force majeure situation, such as acts of God, war, strikes, or labour disputes that occur during the aforementioned dates, in which case, the Parties may agree on another schedule for the implementation of the Program and/or its components.
2. This Agreement is governed by and construed in accordance with the laws of the Republic of the Philippines. If any provision of this Agreement is held to be invalid and unenforceable, all other provisions shall remain in full force and effect to the extent that they may be implemented and complied with.
3. For purposes of this Agreement, all information that DFA, through its BFSE, its officers, assigns, or persons related thereto, provides to the AGSB-CCE; all information pertaining to the services performed by the AGSB-CCE; and all information regarding DFA and BFSE, its officers, employees and participants, including, without limitation, the identities of persons, shall be deemed and treated as strictly confidential, "Non-public information" unless and until DFA, through BFSE, specifically authorizes AGSB-CCE expressly, in writing, that any such information may be treated by it as public, and said public information shall only be disclosed with DFA's (through BFSE's) prior consent. The AGSB-CCE shall have no authority to disclose Non-Public Information to anyone in perpetuity.

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4. AGSB-CCE shall develop, implement, and review procedures for the collection of personal data, obtaining consent, limiting processing thereof to defined purposes, access management, providing recourse to data subjects, and appropriate data retention policies, in compliance with the Data Privacy Act of 2012. The access of AGSB-CCE to personal data shall be limited to names, email addresses, current office assignments, and responses of participants in forums, evaluations and other data-gathering tools. DFA, through BFSE, shall inform the participants that any data gathered through the Program and its courses will not be disclosed nor will they be used for purposes other than as necessary for the completion of the courses. AGSB-CCE shall have a security program to ensure technical security safeguards and compliance with the Data Privacy Act of 2012. AGSB-CCE shall be responsible for the deletion of the personal data secured from DFA and the course participants in the course after the completion of the Program. The AGSB-CCE shall also be liable to DFA for any authorized disclosure of such information to any third party.
5. The Work Product of the AGSB-CCE shall comprehend any and all tangible or intangible products, data, reports, information recorded by whatever means, documents, written materials, and any and all other work products, or any portions thereof, including drafts prepared, generated, or provided by the AGSB-CCE in connection with its performance of its obligations under this Agreement and AGSB-CCE retains all intellectual property rights thereto.
6. AGSB-CCE shall not deliver, reveal, nor report 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 DFA-BFSE or (ii) a court or administrative order requiring disclosure, provided that the AGSB-CCE shall immediately notify DFA, through BFSE, of any need for disclosure in writing; and shall, in accordance with DFA, through BFSE's direction, respond, appeal or challenge any subpoena or other court or administrative order requiring such disclosure, prior to actual disclosure; and shall cooperate fully with DFA in responding, appealing or challenging any such subpoena or court or administrative order. Neither AGSB-CCE nor its related entities shall disclose any Non-Public Information to any person or entity, nor shall they use or allow the use of any Non-Public Information, to further any interest other than as contemplated by this Agreement. AGSB-CCE shall take appropriate measures to ensure the confidentiality and protection of all Non-Public Information, and to prevent their intentional or unintentional disclosure or inappropriate use by AGSB-CCE, its officers, its employees or related entities, or any other third party. This obligation shall survive the expiration or termination of this Agreement in perpetuity.
7. It is understood that no employer-employee relationship exists between each of the Parties, on the one hand, and the officers, employees, and representatives of the other Party, on the other hand.

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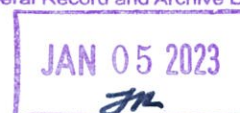
LUIS R. REBAGODA  
Signing Officer

- mw*
8. Any other contract or agreement entered into by AGSB-CCE and a third party for the implementation of this Agreement shall be exclusively between such parties, to the exclusion of the DFA. AGSB-CCE warrants that it shall hold free and harmless the DFA from any and all suits in relation to its such contracts or agreements with third parties, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential, or punitive damages relating to the conduct or completion of the activity.
  9. In the event of any dispute or difference which may arise between the Parties in connection with this Agreement or the interpretation and implementation of any of its provisions, the Parties shall exert their best efforts to amicably settle such dispute or difference in good faith through negotiations between authorized representative/s of each Party, the joint decision of which shall be binding upon the Parties, and/or shall agree to submit to voluntary arbitration before resorting to court action in accordance with the rules on Alternative Dispute Resolution (ADR). In case such dispute is not amicably settled, the Parties shall submit themselves exclusively to the appropriate court or tribunal in Pasay City to the exclusion of any and all other courts and tribunals that may exercise concurrent or coordinate jurisdiction.
  10. Nothing in this Agreement shall be construed as a waiver by DFA of any of the privileges and immunities afforded to it under the domestic laws of the Philippines and under international law.

#### VIII. Effectivity

This **AGREEMENT** shall take effect immediately upon its signing by the Parties.

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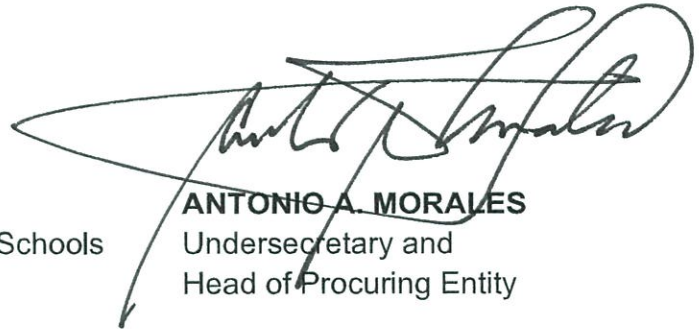
**IN WITNESS WHEREOF**, the **DFA and the AGSB-CCE**, through their duly authorized representatives, have affixed their signatures on 08 SEP 2022  
In Pasay City, Philippines.

Ateneo de Manila University, through its  
Ateneo Graduate School of Business -  
Center for Continuing Education (AGSB-CCE)

Department of Foreign Affairs-  
Board of Foreign Service  
Examinations



**MARIA LUZ C. VILCHES Ph.D**  
OIC, Vice President for the Professional Schools



**ANTONIO A. MORALES**  
Undersecretary and  
Head of Procuring Entity

SIGNED IN THE PRESENCE OF:



**MARLETH S. CALANOG**  
Executive Director  
Center for Continuing Education



**MARIA THERESA P. LAZARO**  
Chairperson  
Board of Foreign Service  
Examinations

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*JR*

LUIS R. REBAGODA  
Signing Officer



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
City of **QUEZON CITY** ) S.S.

**BEFORE ME**, a Notary Public and in the City of **QUEZON CITY**, this JAN 04 2023 day of \_\_\_\_\_ 2022, personally appeared the following:

**MARIA LUZ C. VILCHES Ph.D**, in representation of the Ateneo Graduate School of Business- Center for Continuing Education;

ID No. : \_\_\_\_\_  
Date Issued : \_\_\_\_\_  
Place Issued: \_\_\_\_\_

- and-

**ANTONIO A. MORALES**, in representation of the Department of Foreign Affairs;

ID No : \_\_\_\_\_  
Date Issued : \_\_\_\_\_  
Place Issued : \_\_\_\_\_

who represent that they are the OIC and Vice President for the Professional Schools and the Undersecretary of DFA, respectively, and that they are duly authorized to execute the Memorandum of Agreement, known to be the same persons who executed said instrument on behalf of the agencies they represent, and they acknowledged to me that the same is the free and voluntary deed of their respective agencies.

This Memorandum of Agreement consists of nine (9) pages, including this page on which the acknowledgment is written.

IN WITNESS WHEREOF, I have hereunto set mu hand and seal this JAN 04 2023 day of \_\_\_\_\_ 2022.

Doc No.: 05  
Page No.: 02  
Book No.: 111  
Series of 2023

*[Signature]*  
**ATTY. ROGELIO J. BOLIVAR**  
NOTARY PUBLIC IN QUEZON CITY  
Commission No. Adm. Matter No. NP 204 (2021-2022)  
IBP O.R. No. 132134 MD 2021 & IBP O.R. No. 133076 MD 2022  
PTR O.R. No. 2463255D 1/03/2022 Roll No. 33832 / TIN# 129-871-009  
MCLE EXTENSION APRIL 15, 2022 UP TO APRIL 14, 2023 AS PER S.C EN BANC B.M NO. 850  
Address: 31-F Harvard St., Cubao, Q.C.

PTR no. 3411449D 01/03/2023

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JAN 05 2023  
*[Signature]*

LUIS R. REBAGODA  
Signing Officer

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

### SECRETARY'S CERTIFICATE

I, JAIME G. HOFILEÑA, being the duly elected and qualified Corporate Secretary of ATENEO DE MANILA UNIVERSITY, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at Katipunan Avenue, Loyola Heights, Quezon City, do hereby certify that:

1. I am familiar with the facts herein certified and am duly authorized to certify the same.
2. At the meeting of the Executive Committee of the Board of Directors of the said Corporation duly convened and held on 17 November 2022, at which meeting a quorum was present and acted throughout, the following resolution was unanimously approved by the Board of Trustees acting through its Executive Committee, and the same has not been annulled, revoked and amended in any way whatever and is in full force and effect on the date hereof:

*RESOLVED, that Ateneo de Manila University Inc. be, as it is hereby, authorized to participate in the training component of the Career Minister Leadership Program of the Department of Foreign Affairs and that Dr. MARIA LUZ C. VILCHES, Officer-in-Charge, Office of the Vice President for the Professional Schools, acting as duly authorized and designated representative of Ateneo de Manila University Inc., be granted full power and authority to execute and perform any and all acts necessary for the University in relation to the foregoing, including signing any and all agreements regarding the Ateneo Graduate School of Business-Center for Continuing Education's running of the said training component of the program*

In witness whereof, I have hereunto set my hand this 21st November 2022 at Quezon City.

  
JAIME G. HOFILEÑA  
Corporate Secretary

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JAN 05 2023  

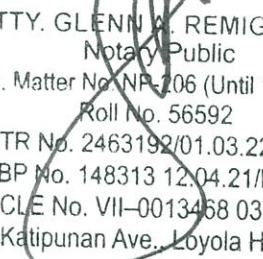

LUIS R. REBAGODA  
Signing Officer



SUBSCRIBED AND SWORN to before me this DEC 05 2022, \_\_\_\_\_,  
at QUEZON CITY, Philippines. Affiant is personally known to me and was identified by me  
through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M.  
No. 02-8-13-SC). Affiant exhibited to me his Unified Multi-Purpose ID (UMID) with his  
photograph and signature appearing thereon, with no. CRN-0003-6851735-8.


Witness my hand and seal this DEC 05 2022 day of \_\_\_\_\_ 2022.

Doc. No. 200  
Page No. 43  
Book No. XIV  
Series of 2022

  
ATTY. GLENN A. REMIGIO JR.  
Notary Public  
Adm. Matter No. NP-206 (Until 12.31.23)  
Roll No. 56592  
PTR No. 2463192/01.03.22/Q.C.  
IBP No. 148313 12.04.21/Pasig  
MCLE No. VII-0013468 03.25.22  
305 Katipunan Ave., Loyola Hts., Q.C.

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JAN 05 2023

  
LUIS R. REBAGODA  
Signing Officer