

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 **PHILIPPINE STATISTICAL RESEARCH AND TRAINING INSTITUTE (PSRTI)**, a government institution, created by virtue of Republic Act 10625, with principal office address at 7th floor, South Insula Condominium, Timog Avenue, Barangay South Triangle, Quezon City, represented herein by its Officer in Charge, **MARIA PRAXEDES R. PEÑA** hereinafter referred to as the "**PSRTI**".

- 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 on data literacy to cultivate and develop a culture of data-centric and research-based approaches to supplement economic diplomacy initiatives and foreign policy thrusts;

WHEREAS, the **PSRTI** is mandated to conduct statistical trainings to enhance the statistical manpower of the Philippine Statistical System (PSS), and has the necessary training facilities, resources and services;

WHEREAS, the **PSRTI** has an Action Plan to improve the statistical human resources for the PSS to respond effectively to the current and emerging information demands by various stakeholders as reflected in **PSDP 2018-2023**;


WHEREAS, the **PSRTI** utilizes modern technology and equipment or conducting its training courses on data collection, processing, data analytics and dissemination as described in **PSDP 2018-2023**, which has been beneficial especially during the onset of the COVID-19 pandemic;

Development of new training programs utilizing modern technology and equipment on data collection, processing, data analytics and dissemination Training programs will be devised from 2018 to facilitate the use of new technologies for data collection, processing, data analytics and dissemination.

WHEREAS, the **DFA** has sought the capacities and services of **PSRTI** to which the **PSRTI** has expressed its willingness to assist the **DFA** in implementing the seminar on data literacy.

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 **Lecture Series: Seminar on Data Literacy**.


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


KRISTINE HONEY M. VILLA
Senior Statistical Specialist
Training Division, PSRTI


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


MARIA PRAXEDES R. PEÑA
Officer-In-Charge, PSRTI


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MARIA PRAXEDES R. PEÑA
Officer-in-Charge, PSRTI

Section 2. Obligations of the PSRTI. The PSRTI shall:

- a. Develop and customize the materials for the training 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, training assistants and training coordinators for the entire duration of the training courses; wherein training assistant will assist the Resource Speaker in addressing the queries of participants during workshops;
- c. Provide the training room using a licensed Zoom® application which is a software-based conference room solution used in board, conference, huddle, and training rooms, as well as executive offices and classrooms. This virtual training room is conducive to learning and is useful now that the world is faced with the COVID-19 pandemic.
- d. Provide pdf/electronic copies of training materials, photos, and exercises to participants through a shared Google® drive;
- e. Ensure the smooth conduct of the training course;
- f. Ensure the safekeeping of the data to be provided by the **DFA** in accordance with the Data Privacy Act;
- g. Provide Certificates of Completion to successful participants based on the agreed criteria;
- h. Submit the training materials to **DFA** on or before July 11, 2022;
- i. Conduct the training course on the dates July 13-15, 28 and August 4, 2022;
- j. Submit documents and other materials when required by **DFA**; and
- k. Submit training completion report of the training course.

Section 3. Obligations of the DFA. The DFA shall

- a. Coordinate with the **PSRTI** on the preparation and implementation of the training course;
- b. Assign a focal person who will work closely with the **PSRTI** on matters related to the training course;
- c. Provide funding for the conduct of all activities relevant to the training as defined in the cost estimate (Annex A);
- d. Ensure timely transfer of funds to **PSRTI** for said training course, which should be received by **PSRTI** at least two weeks prior to the start of the training course;
- e. Provide pertinent information and materials especially data generated by **DFA** that will assist the **PSRTI** team in organizing the training and in the customization of training materials, lectures and workshops at least one (1) month in advance;
- f. Identify participants who will attend the training course and submit final list of participants (with corresponding participant's email address) to **PSRTI** at least two (2) weeks before the schedule of the training courses;
- g. Ensure that each participant has a desktop/laptop with a decent camera, and headphones/earphones (for better reception) that have with built-in microphone, to be used for the training;
- h. Ensure that the computers to be used by the participants are in good working condition, with installed MS Office (preferably 2016 version or higher) and can accommodate software installation without any security issues;
- i. Ensure that each participant has strong and stable internet connection with speed of at least 2 Mbps for each participant for the duration of the training;
- j. Ensure attendance and full cooperation of each personnel for the whole duration of the training course; and
- k. Commit to the duration of the project.


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

Section 4. Statement of Consideration (Fees)

- a. DFA shall transfer to PSRTI the total amount of **Fifty Thousand Seven Hundred Fifty Pesos (Php 50,750.00)** only for the conduct of the **Lecture Series: Seminar on Data Literacy for the Department of Foreign Affairs Personnel** to cover payment of expenses for the development and customization of the course, supplies, rent of training facilities and equipment, honoraria of the resource persons, and conduct/management of the training. Details of the cost estimate is made an integral part hereof as **Annex A**.
- b. 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 training course and submission of training completion report	50,750.00
TOTAL		50,750.00

Payments made to the PSRTI are **not** subject to withholding tax per REVENUE REGULATIONS 04-88, Section a "...Withholding tax shall not apply on money payments to government agencies ... received in the exercise of its functions" and shall be made to the following PSRTI bank account:

Account name: Philippine Statistical Research and Training Institute
Account number: 0702-1004-96
Name of Bank: Land Bank of the Philippines
Branch: QC Circle Branch
Bank Address: PCA Building, Commonwealth Ave., Quezon City


KRISTINE HONEY M. VILLA
Senior Statistical Specialist
Training Division, PSRTI

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 **December 31, 2022** 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.

Section 6. Confidentiality of Information

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.


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


MARIA PRAXEDES R. PEÑA
Officer-in-Charge, PSRTI

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 part of the **DFA** to make punctual payments of all sums due to the **PSRTI** under the terms of this Agreement;
 - (2) Failure on the part of the **PSRTI** 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 PSRTI 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."

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.

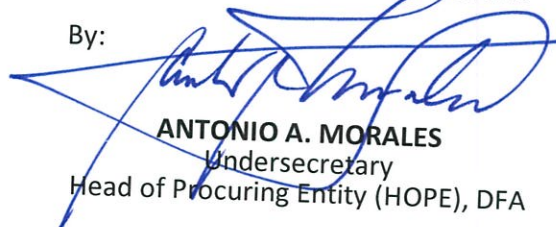
Section 9. Binding Effect

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 10th day of July, 2022 in Pasay City.

DEPARTMENT OF FOREIGN AFFAIRS

By:



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


PHILIPPINE STATISTICAL RESEARCH AND TRAINING INSTITUTE

By:




MARIA PRAXEDES R. PEÑA
Officer-in-Charge, PSRTI

Signed in the presence of:



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



KRISTINE HONEY M. VILLA
Senior Statistical Specialist,
Training Division, PSRTI

**ANNEX A
Cost Estimate**

Training Courses: Lecture Series: Seminar on Data Literacy for the Department of Foreign Affairs Personnel¹

Training Dates: July 13 -15, 28, and August 4, 2022

Total Number of Training Participants: minimum of 200

Number of resource persons: minimum of 1 per training course

Number of training coordinators: minimum of 1 per training course

Internet connection and computers of participants: c/o DFA²

Facilities and equipment of training team: c/o PSRTI


Item of Expenses	RATE	TOTAL
Honoraria of resource person	3,000/hr	-
Honoraria of training assistant	1,000/hr	-
Training materials (PDF copies of handouts, copies of software), certificates and photos	100/pax	-
Development and customization of training materials (to be given to the training team as honoraria)		45,000.00
Venue & utilities (for the training team)	600/day	-
Computer rental (for the training team)	3,600/day	-
Commissioned Fee ³		5,750.00
TOTAL		50,750.00

¹ Training Course on Microsoft Excel for Data Management (SW 1) is a prerequisite to this course.

² DFA shall ensure that each participant has a laptop/desktop with headphones/earphones (for better reception) with built-in microphone, preferably with a modest camera, have strong and stable internet connection with speed of at least 2 Mbps for the duration of the training.

³ To be deposited to PSRTI Endowment Fund per DBM Authority as authorized by Rule 23 of RA 10625 or the Philippine Statistical Act of 2013.

Approved by:


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


MARIA PRAXEDES R. PEÑA
 Officer-in-Charge, PSRTI

ACKNOWLEDGMENT

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

BEFORE ME, A Notary Public for and in MANILA CITY this JUL 10 2022
day of _____ personally appeared:

Name	Government Issued Identification	Date/Place issued
ANTONIO A. MORALES		
MARIA PRAXEDES R. PEÑA	UMID (006-0009-9690-1)	Pasay City

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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Series of 2022

ATTY. IMELDA A. PANIS
 NOTARY PUBLIC EXTENDED PER BM3795 UNTIL DEC. 31, 2022
 PTR NO. 0097599 JAN. 03, 2022
 IBP LIFETIME MEMBER NO. 08365 ROLL NO. 52214
 MCLE NO. VI-0029369 NOV. 11, 2019 UNTIL 2022
 COMMISSION NO. 2019-082
 1091 N. LOPEZ ST. ERMITA, MANILA
 09272774504

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[Signature]
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