

**MEMORANDUM OF AGREEMENT BETWEEN
GUTHRIE-JENSEN CONSULTANTS, INC.
AND
THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this day of , 2023 in the City of Pasay and between:

MAY 03 2023

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

And

GUTHRIE-JENSEN CONSULTANTS, INC., a private institution, with office address at 4th Floor Ace Building, 101-103 Rada corner Dela Rosa Streets, Legaspi Village, Makati City, represented herein by **MS. TECHIE JOYCE RAMOS-GUZMAN**, Vice President, as evidenced by the attached Secretary's Certificate made an integral part hereof (Annex "A"), hereinafter referred to as **SECOND PARTY**;

Collectively referred to herein as the Parties.

- WITNESSETH -

WHEREAS, the **First Party**, in line with the Department's objective to shift to a Competency-based Human Resources Management System (CBHRM); and to implement the results of the Training Needs Analysis (TNA), through the HRMO, is in need of the services of an organization to design and conduct workshops that will address the competency gaps identified in the TNA;

WHEREAS, the **First Party** requires a Consulting Service to provide expertise and service in the design, and conduct of Competency-based Customer Service, Effective Communication, and Leadership Communication Workshops;

WHEREAS, the **Second Party** warrants that it is duly authorized to engage in the business of providing consulting services and that it has the capacity to render services required by the **First Party** herein;

WHEREAS, the **Second Party** accepted the invitation of the **First Party** to provide the services of a head facilitator;

WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the First Party as provided in the approved BAC Resolution No. HO-040-23 dated 03 May 2023 ([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;

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 conduct of the Competency-based Customer Service, Effective Communication, and Leadership Communication Workshops for the Department of Foreign Affairs.

**ARTICLE II
Roles and Responsibilities**

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

1. Identify the DFA personnel who will participate in the workshops;
2. Provide administrative and logistical support; and
3. Coordinate workshops with other DFA personnel, as and when needed.

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

1. Design the workshops, which includes TNA and pre-program meeting for each batch of workshop;
2. Conduct workshops for a class size of at least twenty (20) participants, for each batch of workshop;
3. Provide a digital copy of the manuals and materials used for all the workshops;
4. Provide a Certificate of Completion for participants who completed the required training hours and a Certificate of Attendance for participants who attended at least 50% of the total training sessions;
5. Submit a post-program report within fifteen (15) days after the completion of each batch of workshop; and,
6. Ensure that each post-program report contains the highlights of the workshop; results of the participants' evaluation; and the Consultants' observations and recommendations.

**ARTICLE III
Duration**

The entire project is designed and intended by the Parties to be completed within one (1) year or twelve (12) months from the date of the issuance of the Notice to Proceed (NTP) or commencement of the undertaking according to the date indicated in the NTP, with the Second Party conducting activities upon approval of the First Party, in accordance with the following schedule:

PROJECT PHASE	ACTIVITIES
PRE-WORK	
TNA for the Competency-based Customer Service, Effective Communication, and Leadership Communication Workshops	<ul style="list-style-type: none"> • Conduct interviews or a survey of the immediate supervisors of the participants to get an overview of the job, its nature and scope, and to identify the capabilities and difficulties of the participants. • Conduct an interview or a survey of at least 25% of the participants to capture their profile • Identify their needs, concerns and problems related to the job



Pre-Program Meeting	<ul style="list-style-type: none"> • Present the findings to DFA based on data gathered during the TNA • Share recommendations on workshop-related concerns • Finalize the contents of the workshop program
TRAINING PROPER	
Workshop Program	<ul style="list-style-type: none"> • Conduct and facilitate three (3) batches of the online synchronous Customer Service Workshop
	<ul style="list-style-type: none"> • Conduct and facilitate one (1) batch of onsite/face-to-face Customer Service Workshop
	<ul style="list-style-type: none"> • Conduct and facilitate one (1) batch of online synchronous Effective Communication Workshop
	<ul style="list-style-type: none"> • Conduct and facilitate one (1) batch of online synchronous Leadership Communication Workshop
POST-WORK	
Post-Program Meeting	<ul style="list-style-type: none"> • A post program meeting may be convened by the DFA as it deems necessary
Post-Program Report	<ul style="list-style-type: none"> • Submit a Post-Program Report of each workshop which should consist of the following: <ul style="list-style-type: none"> a. Levels 1 (reaction) and 2 (learning) evaluation results for all workshops b. Level 3 (behavior) evaluation results for the Customer Service workshops c. Highlights of the workshops • Consultants' observations and recommendations

**ARTICLE IV
Fees and Payment Schedule**

For and in consideration of the services rendered in full by the **Second Party**, to the satisfaction of the **First Party**, the latter shall pay **One Million Two Hundred Ten Thousand Pesos (Php 1,210,000.00) only, inclusive of all taxes and other charges** to the Second Party, and shall be paid in the following tranches:

Percentage of Contract Price	Amount	Deliverables
50%	Php 605,000.00	Upon completion of the following workshops including the submission of the required pre- and post-training requirements indicated under Scope of Work and Duration: <ul style="list-style-type: none"> • Two (2) batches of Customer Service Workshop (CSW) • One (1) batch of Effective Communication Workshop (ECW)

50%	Php 605,000.00	Upon completion of the following workshops, including the submission of the required pre- and post-training requirements indicated under Scope of Work and Duration: <ul style="list-style-type: none"> • Two (2) batches of CSW • One (1) batch of Leadership Communication Workshop (LCW)
100%	Total	Php 1,210,000.00

The Parties agree that the payment to the Second Party is subject to the provisions of this 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.

The foregoing Services Fee shall be inclusive of all applicable taxes and other lawful charges.

The Services Fee also includes professional fees, course design fee, conduct of pre and post workshops interventions, conduct of six (6) workshops and digital copy of the manuals and materials used for all the workshops, and post-program reports.

The accommodation and mobilization expenses of the resource person/ subject matter expert and their support staff for the conduct of the onsite/face-to-face Customer Service Workshop shall be borne by the Consultant.

It is agreed that all fees, costs, expenditures, and charges necessary and related to the conduct of the workshops and completion of the Second Party's expected outputs as provided in Articles II and III hereof, are deemed included in Services Fee. In no case shall the total payment to the Second Party exceed the Contract Price as stated in Article IV of this Contract.

ARTICLE V Mode of Payment

All payments shall be made through the List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA) payable to "Guthrie-Jensen Consultants, Inc." Payment shall be made within thirty (30) working days from the First Party's receipt of the Second Party's billing for services rendered for each tranche and any other documents that may be required by the First Party's Office of Financial Management Services (OFMS) for the processing of payment.

The Second Party shall issue an official receipt for every payment made by the First Party.

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.

Upon such termination, the First Party shall have the right to take immediate possession of all materials, and intellectual property rights of all data, pertaining to the workshops and this Agreement, as far as practicable. Such transfer of possession and rights shall be at the sole expense of the Second Party, without prejudice to the enforcement of procurement rules and regulations on pre-termination and available remedies.

ARTICLE VII Confidentiality

1. **Work Product.** All outputs produced and submitted by the Second Party to the First Party are instruments of service and the originals thereof. The corresponding intellectual property rights shall therefore remain the property of the First Party. The First Party shall have a license to use copies of the outputs in connection with the purpose for which they are prepared and produced, provided that the Second Party has been paid the full amount of the contract price stated herein. The Second Party hereby assigns to the First Party all other rights, title, and interest in any and all work products made under this Agreement, including any and all copyright ownership rights, 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.
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.

Any other contract or agreement entered into by the Second Party and a third party in relation to the implementation of this Agreement shall exclusively be between such parties to the exclusion of the First Party. The Second Party warrants to hold the First Party free and harmless from any and all such suits or liabilities for any special, incidental, indirect, consequential, or other damages relating to the conduct of completion of the objectives of this Agreement. The Second Party agrees to solely assume, as it does hereby assume, any and all such liabilities that may arise from its third party contracts.

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. In the event of any dispute or difference that may arise between the Parties in connection with this Agreement or the interpretation and performance of any of its provisions, the Parties shall exert their best efforts to amicably settle such dispute or difference. In the event that an amicable settlement cannot be achieved, the Parties agree to settle the matter with finality by submitting the same for arbitration which shall be conducted by one (1) arbitrator to be appointed by the President of the Philippine Dispute Resolution Center (PDRCI) and in accordance with PDRCI subsisting Rules. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be conducted in the English language and to be governed by the Philippine laws. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.
5. Each Party shall be responsible for the payment of wages, fees, salaries, allowances, expenses under applicable laws, and all other claims of their respective employees, staff, personnel, participants, agents, and representatives, as applicable.
6. It is understood that no employer-employee relationship exists between the parties, and their respective officers, employees, and representatives.
7. 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.
8. 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.

9. The Parties agree that if any provision of this Agreement is judicially declared to be void, invalid or otherwise unenforceable, said provision shall not invalidate the remaining provisions thereof. The Parties shall, subject to their mutual agreement, promptly amend this Agreement and/or execute such additional documents as may be necessary to give legal effect to the void, invalid or unenforceable provision in a manner that, when taken with the remaining provisions, will achieve the intended purpose of the void, invalid, or otherwise unenforceable provision.
10. The Parties agree that if any provision of this Agreement is judicially declared to be void, invalid or otherwise unenforceable, said provision shall not invalidate the remaining provisions thereof. The Parties shall, subject to their mutual agreement, promptly amend this Agreement and/or execute such additional documents as may be necessary to give legal effect to the void, invalid or unenforceable provision in a manner that, when taken with the remaining provisions, will achieve the intended purpose of the void, invalid, or otherwise unenforceable provision.

ARTICLE IX Effectivity

This Agreement shall take effect upon the signing of the Parties hereto and shall remain in force for twelve (12) 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 WHEREOF, the Parties through their duly authorized representatives have hereunto affixed their signatures on this ___ day of _____, 2023 at Pasay City, Philippines.

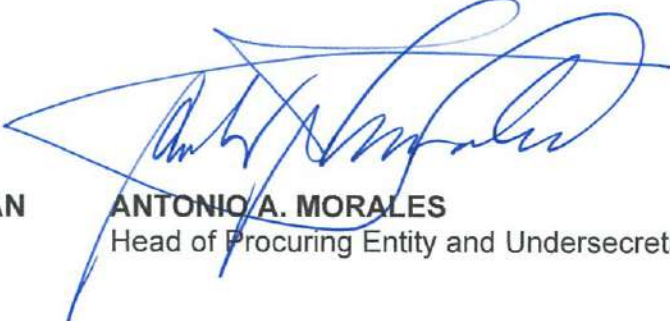
MAY 03 2023

**GUTHRIE-JENSEN
CONSULTANTS, INC.**


**THE DEPARTMENT OF FOREIGN
AFFAIRS**

BY:


TECHIE JOYCE RAMOS-GUZMAN
Vice President


ANTONIO A. MORALES
Head of Procuring Entity and Undersecretary

Signed in the Presence of:


RALPH P. GUZMAN
Vice President
Guthrie-Jensen Consultants, Inc.


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 27 JUN 2023, 2023 personally appeared **MR. ANTONIO A. MORALES**, Head of Procuring Entity and Undersecretary of the Department of Foreign Affairs and **MS. TECHIE JOYCE RAMOS-GUZMAN**, Vice President of Guthrie-Jensen Consultants, Inc., known to me to be the same persons who executed the foregoing **Memorandum of Agreement** consisting of eight (8) 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			
Techie Joyce Ramos-Guzman	Passport P8017187A	DFA NCR SOUTH	19-July 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. Cleofe L. Jaime
MA. CLEOFE L. JAIME
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
COMMISSION NO. 20-04
ROLL NO. 27802
PTR NO. 8064931 PASAY CITY 1-3-2023
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