

**MEMORANDUM OF AGREEMENT BETWEEN  
CENTER FOR EDUCATIONAL MEASUREMENT, INC. (CEM INC.)  
AND  
THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)**

**THE PUBLIC IS INFORMED:**

This **Agreement** was made and entered into this 26th day of October 2023, in the City of Pasay and between:

**DEPARTMENT OF FOREIGN AFFAIRS (“DFA”)**, with principal office address at 2330 Roxas Boulevard, Pasay City, represented herein by **MR. ANTONIO A. MORALES**, Undersecretary and Head of the Procuring Entity, hereinafter referred to as **First Party**;

And

**CENTER FOR EDUCATIONAL MEASUREMENT, INC. (“CEM INC.”)**, a corporation duly organized, registered, and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 33rd Floor Cityland Pasong Tamo Tower, Chino Roces Avenue, Makati City, 1231, represented herein by **DR. GRACE H. AGUILING-DALISAY<sup>1</sup>**, President and Chief Executive Officer, hereinafter referred to as the **Second Party**;

*The First Party and the Second Party are collectively referred to as “Parties”*

**- WITNESSETH, that-**

**WHEREAS**, the **First Party**, in line with Section 19 of the Republic Act No. 7175 or the “Philippine Foreign Service Act of 1991” which states that recruitment for the Foreign Service Staff Officer IV (FSSO IV) and Foreign Service Staff Employee III (FSSE III) levels shall be made through a competitive examination, open to personnel of the Department and outsiders. Accordingly, their appointment shall be made in accordance with Civil Service rules and regulations;

**WHEREAS**, the **First Party** requires a service provider that will deliver pre-employment examinations as part of the three stages of competitive examinations for the applicants;

**WHEREAS**, the **Second Party** is a corporation duly organized and authorized distributor of pre-employment assessment tools with functions for administration, scoring, and interpretation of the pre-employment assessment;

**WHEREAS**, the **Second Party** accepted the invitation of the **First Party** to provide said required services;

**WHEREAS**, upon the recommendation of the Bids and Awards Committee (BAC) of the **First Party** as provided in the approved BAC Resolution No. HO-2030-23 dated 26 October 2023, a copy of which is attached herewith as ANNEX “A” and made an integral part hereof, the **First Party** awarded the Contract for the Services of a service provider to the **Second Party**. A copy of the Notice of Award is attached herewith as ANNEX “B” and made an integral part hereof;

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

<sup>1</sup> The authority of the representative is evidenced by the attached Secretary’s Certificate (Annex “C”)

*Kenny*

*AM*  
*SA*

*CSM*



**Section 1. 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 exam administration, scoring, and interpretation of the exam results, and related client assistance to cater all DFA applicants.

**Section 2. Obligations of DFA** – The **DFA** shall:

1. Submit a soft copy (in Excel file format) of the official and final List of Registered Examinees including the name of examinees and position level applied for, to the designated representative of CEM INC. seven (7) working days before the preferred date of exam;
2. Monitor and coordinate with the representative of CEM INC. as to the scheduled date of the exam;
3. Recruit and process the application of examinees for the testing program including but not limited to, the preparation and pre-grouping of the examinees for the assessment and assure that the examinees have understood all the necessary guidelines before taking the test
4. Provide the test site for the successful conduct of the program;
5. Assist CEM INC. in ensuring that the integrity of the testing program is NOT compromised or impaired at all times;
6. Provide CEM INC. of the Notice of Award, Notice to Proceed, and Certificate of Funds Availability.
7. Submit to CEM INC. the signed Data Sharing Agreement. Secure consent from the examinees to collect personal information and share these with CEM INC. for assessment and research purposes.

**Section 3. Obligations of CEM INC.** – **CEM INC.** shall:

1. Provide the examination tool namely the Graduate Level Test (GLT), undertake the exam administration, scoring, and interpretation of the exam scores, and provide related client assistance as needed.
2. Comply with the Terms of Reference (TOR) of the DFA for the delivery of the services. The TOR is annexed in the Agreement and made an integral part hereof.
3. Facilitate the whole examination process on the day of the assessment;
4. Provide the default Masterlist of Test Results arranged alphabetically and by rank from highest to lowest for the entire batch both in hard copy and soft copy (PDF and Excel format) and the corresponding Score Interpretation Guide to Mr. Christopher B. Montero, Assistant Secretary, Human Resources Management Office, at [christopher.montero@dfa.gov.ph](mailto:christopher.montero@dfa.gov.ph) not more than fifteen (15) working days after the completion of the examination
5. Provide the list of the applicant/s who are tagged as “no show” on the day of the examination;
6. Provide a report if the proctor noticed any unusual or suspicious activities during the conduct of the examination;
7. Ensure that the examinees are not charged any fees for the examinations;
8. Ensure the integrity of the entire examination process, and the confidentiality of the personal information of the participants and their examination results.

**Section 4. Effectivity and Duration**–This **Agreement** shall take effect upon the signing of the **Parties** hereto and shall remain in force for twelve (12) months, from November 2023 to October 2024, or until all the obligations of the parties are delivered. The duration may be extended in writing, manifesting the mutual consent of both parties thereto, at least fifteen (15) days before the termination of the **Agreement**.

**Section 5. Fees and Payment Schedule**- The **First Party** shall pay the **Second Party** a Service Fee of Php 400.00 pesos for each applicant who took the examination.

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It is agreed and understood that the foregoing fee applies to each applicant who actually took the examination, regardless of whether or not he/she has finished the foregoing.

It is further agreed and understood that the foregoing Service Fee covers any and all lawful costs, charges, and expenses in relation to the implementation of this Agreement.

**Section 6. Mode of Payment** – Payment shall be made through the List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA) payable to “Center for Educational Measurement, Inc.” within thirty (30) business days from the fulfillment of all obligations of the Second Party under Section 3 hereof, and the receipt of the DFA’s OFMS of the billing invoice with complete documentary requirements.

Account Name: Center for Educational Measurement, Inc.

Account Number: SA# 0048-8008-5327

Bank/Branch: BANCO DE ORO - Pasong Tamo-La  
Fuerza

**Section 7. Intellectual Property** – Each Party is and shall remain the owner of all intellectual property that it owns or controls as of the Effective Date of the **Agreement**. The documents produced by the **Second Party** such as test reports, attendance list, and feedback form on testing and submitted as outputs during the effectivity of the **Agreement** are instruments of service, and originals thereof and the corresponding copyright shall remain the property of the **First Party**. The **First Party** shall have license to use copies of the documents in connection with the service for which they are prepared. The test items and testing materials (test booklets, answer sheets, test administration manual, Score Interpretation Guide) are the property of the Second Party.

**Section 8. Applicability of Data Privacy Act of 2012.** The **Second Party** shall develop, implement, and review procedures for the collection of personal data, obtaining consent, limiting processing to defined purposes, access management, providing recourse to data subjects, and appropriate data retention policies. These requirements necessitate the creation of a data privacy program which shall be in place prior to the administration of the examinations and shall be subject to inspection by the **First Party** to determine whether the data privacy program meets the required standards for a comparable level of protection of the information collected and processed by The **Second Party** under the Data Privacy Act. The **Second Party** shall have a security program to ensure technical security safeguards.

**Section 9. Third-Party contract and indemnity.** Should the **Second Party** enter into an agreement with a third party for the implementation of this Agreement, it shall be exclusively between them, to the exclusion of the **First Party**. The **Second Party** further warrants that it shall hold the **First Party** officials and employees free and harmless from any and all complaints and suits, and in no event shall the **First Party**, its officials or employees, be held liable to any third party, including the applicants or examinees for any special, incidental, indirect, consequential, or punitive damages relating to the conduct or completion of the activities under this Agreement.

**Section 10. Employer-Employee Relationship.** Nothing in this Agreement is intended or shall be deemed to create any employment, partnership, agency or joint venture relationship between the parties. The parties specifically acknowledge that the **Second Party** is an independent contractor and not an employee of the **First Party**, and that **First Party** is not any employee of the **Second Party**.

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**Section 11. Confidentiality** –The Parties shall hold the terms of this Agreement and all information in connection or derived from the conduct of the services or execution of this Agreement strictly confidential, and shall not disclose such information to third parties unless required by Philippine law or with the written consent of the Department.

The confidentiality and non-disclosure thereof shall survive the termination of this Agreement.

**Section 12. Non-exclusive Agreement.** It is understood and agreed that this Agreement does not grant to the **Second Party** any exclusive rights to do business with the Department and the latter may contract with other service providers for the engagement or procurement of similar services.

**Section 13. Fortuitous events/force majeure** – No party shall be liable to the other for the delay or non-performance of its obligations under this **Agreement** arising from any cause or causes beyond its reasonable control, including, without limitation, any of the following: acts of God, government acts, war, conflagration, inundation, explosion or civil commotion. In the event however of such events, the Parties shall agree on a different date and/or venue for the conduct of the examination.

**Section 14. Termination** –The commission of a material breach of obligations under this **Agreement** as when any of the parties fails 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. A written notice of termination is required from the non-erring party to formally terminate this **Agreement**.

The **Parties** may also terminate this **Agreement** upon mutual consent.

**Section 15. Liabilities** –Neither the **First Party** nor any of its officers, employees, agents, and representatives shall be liable to the **Second Party** or any of its affiliates 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 of such officer, employee, agent, or representative.

**Section 16. Settlement of dispute**– Any dispute regarding any of the provisions of this **Agreement** shall be settled amicably by the parties among themselves. If an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other Party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center Inc.'s (PDRCI's) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be in Pasay City, Metro Manila, Philippines.

Nothing in this Agreement shall prevent parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila to the exclusion of other courts.

**Section 17. Waiver** – No failure, omission or delay of any of the parties in exercising any of its rights, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this **Agreement** shall be valid unless made in writing and signed by the party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

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**Section 18. Amendment-** Any amendment of this Agreement shall be mutually agreed upon by the Parties in writing.

**Section 19. Binding Effects.** – This **Agreement** shall be binding on the parties and their respective successors-in-interest.

**IN WITNESS WHEREOF**, the **Parties** through their duly authorized representatives have hereunto affixed their signatures on this 26th day of October 2023 at Pasay City, Philippines.

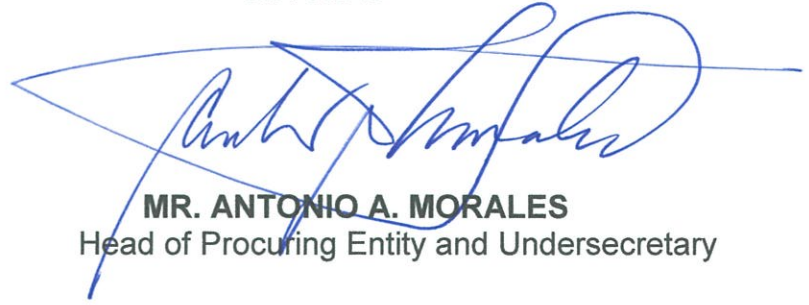
**CENTER FOR EDUCATIONAL  
MEASUREMENT INC.**

**THE DEPARTMENT OF FOREIGN  
AFFAIRS**

BY:



**DR. GRACE H. AGULING-DALISAY**  
President and Chief Executive Officer



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

**Signed in the Presence of:**



**KAREN LISETTE M. REYES**  
OIC, Director for Operations



**CHRISTOPHER B. MONTERO**  
Assistant Secretary  
Human Resources Management Office



**JOVY V. FERRER**  
Chief Accountant  
Office of Financial Management Services

**ACKNOWLEDGEMENT**

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

**BEFORE ME**, a **NOTARY PUBLIC** for and in the City of Pasay, Philippines on \_\_\_\_\_, 2023 personally appeared **MR. ANTONIO A. MORALES**, Head of Procuring Entity and Undersecretary of the Department of Foreign Affairs and **DR. GRACE H. AGUILING-DALISAY**, President and Chief Executive Officer of Center for Educational Measurement Inc., known to me to be the same persons who executed the foregoing **Memorandum of Agreement** consisting of six (6) 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
MR. ANTONIO A. MORALES			
DR. GRACE H. AGUILING-DALISAY	PRC ID No.0000140	Manila	July 19, 2025

**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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Book No. \_\_\_\_\_

Series of 2023

