

**MEMORANDUM OF AGREEMENT
THE DEPARTMENT OF FOREIGN AFFAIRS
AND
THE JOINT VENTURE OF ACTIVE BUSINESS SOLUTIONS, INC. AND IOM
PHILIPPINES INC.**

THE PUBLIC IS INFORMED:

This Memorandum of Agreement (“Agreement” or “MOA”) was made and entered into this ____ day of 22 MAY 2023, in the City of Pasay, between:

THE DEPARTMENT OF FOREIGN AFFAIRS, a National Government Agency with office address at 2330 Roxas Boulevard, Pasay City, represented herein by **ANTONIO A. MORALES**, Head of Procuring Entity and Undersecretary for Administration, hereinafter referred to as the “**FIRST PARTY**”, or the “**DFA**”;

-and-

THE JOINT VENTURE OF ACTIVE BUSINESS SOLUTIONS, INC. AND IOM PHILIPPINES INC., a duly registered and incorporated **corporation**, with office address at 17th Floor Lepanto Building, Paseo de Roxas, Makati City, and 2704-B West Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City, respectively, represented herein by **JENNIFER S. CHUA and/or RIZA A. DESTACAMENTO**, its Consulting Manager and Industry Manager, whose authority is evidenced by a Board Secretary’s Certificate dated 12 April 2023 (Annex “A”), hereinafter referred to as the **SECOND PARTY**, or “**SOLUTIONS PROVIDER**”;

Individually as a “Party” and jointly as “Parties”;

ANTECEDENTS:

WHEREAS, the DFA intends to procure goods and general services for the Customized Cloud-based Software as a Service Human Capital Management and Payroll System to upgrade the current Human Resource Information System (HRIS) and Payroll and Benefits Management Information System (PBMS) (“Project”) in the sum of **Thirty Four Million Seven Hundred Thirty Seven Thousand Nine Hundred Twenty Five Pesos and Sixteen Cents (Php 34,737,925.16)** only, inclusive of all applicable taxes and other lawful charges;



WHEREAS, the DFA requires the services of the **Second Party** to provide expertise for the implementation of a more relevant, responsive, Artificial Intelligence-powered, and fully integrated Customized Cloud-based Software as a Service Human Capital Management and Payroll System to replace the Human Resource Information System (HRIS) with the Payroll Benefits Management Information System (PBMIS);

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

WHEREAS, the **First Party** is procuring the services of the **Second Party** pursuant to **Section 10 (Public Bidding)** of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and subject to government audit and accounting rules and regulations;

WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the **First Party** as provided in BAC Resolution No. NTC-CPM-PB-12-2023 dated 02 May 2023 (Annex "B") and made an integral part of this MOA, the **First Party** awarded the Project to the **Second Party**. Furthermore, a copy of the Notice of Award is attached herewith (Annex "C") and likewise made an integral part of this MOA;

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

ARTICLE I

Purpose of the Agreement

- A. This Agreement is entered into by and between the Parties to provide the basis for their joint and cooperative undertakings in connection with the **Procurement of a Customized Cloud-based Software as a Service Human Capital Management and Payroll System**;
- B. The following are annexed to and made an integral part of this Agreement, and references to these documents shall be deemed to refer to the ones duly annexed:
 - 1. Annex A - Secretary's Certificate;
 - 2. Annex B - BAC Resolution No. NTC-CPM-PB-12-2023;
 - 3. Annex C - Notice of Award;
 - 4. Annex D - Latest valid PHILGEPS Registration Certificate of Platinum Membership of the **Second Party**;
 - 5. Annex E - Certificate of Availability of Funds (CAF) dated 15 March 2023;
 - 6. Annex F - Technical Specifications ;



7. Annex G - Second Party's Proposal;
8. Annex H - Business Permit of the **Second Party**;
9. Annex I - 2023 Supplemental Project Procurement Management Plan;
10. Annex J - List of Specific Customized Features and Functionalities per Module;
11. Annex K - Specified End-User Letter;
12. Annex L - Bid Forms;
13. Annex M - Joint Venture Agreement;
14. Annex N - Omnibus Sworn Statement;
15. Annex O - Performance Security Manager's Check;

ARTICLE II Roles and Responsibilities

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

1. Create the End User Project Team who will provide administrative, technical, and logistical support to the **Second Party**;
 - A. HRMO
 - a. Records & Information Unit
 - b. Leave Section
 - c. Promotion Division
 - d. Benefits & Welfare Division
 - B. OFMS
 - a. Payroll (GF & PRF)
 - b. Auditor/Examiner
 - C. OAMSS
 - a. Programmer or developer
 - i. PHP
 - ii. Javascript
 - b. Database support
 - i. MySQL/SQL
 - c. Information Tech Support
2. Provide the **Second Party** with the List of Specific Customized Features and Functionalities per Module of categorized end-users of HRMO, OFMS, OAMSS, and offices' employees;
3. Coordinate knowledge transfer and testing sessions with relevant stakeholders, when needed;



4. Share necessary documents, forms, applications, and other files needed to be incorporated in the system in a categorized documentation;
5. Request for an update on the status of the integration upgrade of the system on a monthly, quarterly, or as may be deemed necessary from the Second Party;
6. Share relevant documents, subject to the provisions of Article VII and other related provisions under this Agreement;
7. Prepare and process the payment for the customized Cloud-based SaaS HCM and PS;
8. Attend scheduled alignment meetings, training, and live-testing procedures;
9. Avoid cancellations on agreed schedules, as far as practicable;
10. Prepare the documentary requirements needed for the completion of the project;
11. Instruct and guide the **Second Party** on the submission of documents required to facilitate payment; and
12. Issue Payment within the stipulated period to fully satisfy the agreed price after the **Second Party** has delivered the goods to the Department, and the latter accepts the same to its full satisfaction.
13. Provide Sign Off and Acceptance of Milestones or feedback within 3-5 working days.
14. Adhere to the agreed Project Milestones and Timelines.

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

1. Provide a customized Cloud-based SaaS HCM and PS that is configurable and extendable, integration-capable, and scalable application solution, supported by the necessary hardware infrastructure.
2. Conduct a complete, confidential, and thorough review on the data gathering of the existing processes of the end-user offices of the DFA and the List of Specific Customized Features and Functionalities per Module of categorized end-users (Annex J) to get an accurate picture of the current tasks and procedures, work schedules, routine processes, and exceptional cases; and how each is handled and resolved.



3. Provide a project implementation strategy and schedule, including key periods, milestones, targets, and expected outputs for every phase of the system development, that shall be comprised of the following:
 - A. Client Consultation / Scoping / Process Review
 - B. Application Design, Approval, and Implementation
 - C. Testing and Debugging
 - D. End-User Training and Knowledge Transfer
 - E. Functional and User Acceptance Test
4. Liaise and coordinate with the End User Project Team throughout the customized Cloud-based SaaS HCM and PS application implementation period.
5. Review, develop, test, debug, deliver, deploy, and implement a working, fully operational, customized Cloud-based SaaS HCM and PS for the DFA Human Resources Management Office, Office of Financial Management Services, and Office of Asset Management and Support Services, fulfilling the features and requirements set by the DFA within twelve (12) months from the date of receipt of the Notice to Proceed.
6. Provision of the necessary hardware including disaster recovery environment, relevant peripheral equipment, with complete licenses for the entire system, as necessary, via SaaS subscription, in order for the customized Cloud-based SaaS HCM and PS solution to be fully functional.
7. Provide access to the stage and production environment of the customized Cloud-based SaaS HCM and PS solution. Secure DFA's continued access to manage users, assign policies, roles and manage the customized Cloud-based SaaS HCM and PS access profiles.
8. Submit complete documentation of configurations, integrations, solution design and End-user manual.
9. Describe and explain adequately all subroutines and functions through the conduct of knowledge transfer training to the End User Project Team and other relevant stakeholders.
10. Document and turn-over to the DFA, all administrator/root passwords and other account credentials for complete and unencumbered access to the system, its services, and related databases.
11. Document and turn-over to the DFA OAMSS the following:
 - o System documentation & configuration
 - o Operations documentation



- Backup documentation & configuration
- User documentation, manual, & brochure
- Troubleshooting documentation and guidelines

12. Document and turn-over to the DFA HRMO the following:

- User Manual for:
 - § Administrative
 - § Processor
 - RIU
 - Leave Section
 - Promotion
 - Benefits and Welfare Division
 - § Employees
- Brochure of the HRIS

13. Document and turn-over to the DFA OFMS the following:

- User Manual & Credentials for:
 - § Administrative
 - § Processor
 - GF Payroll
 - PRF Payroll
 - Auditor (FMRD)
 - Examiner (HOA)
- Manual of the Payroll System
- Brochure of the Payroll System

12. Provide complete reference materials to properly use the system, including training manuals, brochures, quick guides, etc. for the use of end-users and administrators.

13. Complete end-user and in-depth system administrators' training workshop, for at least ten (10) DFA personnel. All costs attendant to the knowledge transfer and training shall be borne by the Solutions Provider.

14. Provide DFA OAMSS packaged system database backup on a monthly basis of the following:

- Administrator information database per classification
 - § Credentials (username, password, data)
 - § Audit trail
- Employee information database

§ Credentials (username and password)

§ Audit trail

o System audit trail/history database

15. Provide the necessary Application Programming Interface (API) to enable the system to interface with other ICT solutions using PHP, Visual Basic, C++, and other common, high-level programming languages.
16. Support the system with 30-day post-deployment hypercare support within the period specified in the Terms of Reference (Annex F).
17. Provide maintenance services and technical expertise, 24/7, covering existing and updated features/functions and newly-created modules of the customized Cloud-based SaaS HCM and PS with a response-time of two (2) hours, as well as provide for the utilization of the provisions on redundancy, data back-up, export and import of data, interoperability, knowledge transfer, and securing of root passwords as stipulated in the Terms of Reference and Technical Specifications for the procurement of a customized Cloud-based SaaS HCM and PS dated 17 April 2023, for twelve (12) months, effective upon the signing of this MOA.
18. Submit a project management plan reflecting the target dates for the various functionalities to be tested live by the end-users and users with Administrator permission.
19. Submit the service invoice and complete supporting documents with the delivery of a fully functional customized Cloud-based SaaS HCM and PS. The list of documentary requirements needed for payment will be provided by the DFA Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD) upon signing of the agreement.
20. Assist the **First Party** with the technology and human resources needed for the DFA-wide and press launch of the customized Cloud-based SaaS HCM and PS subject to the requirement of the **First Party**.
21. Acknowledge the ownership of the Department of Foreign Affairs **over ALL** data gathered and produced, including but not limited to personnel information, usernames, passwords, and systems codes.
22. Surrender the original and backup of necessary hard and soft documents, end-user credentials and information to the Department of Foreign Affairs as far

as practicable upon end or termination of contract in accordance to the Data Privacy Act of 2012

23. Submit all documentary requirements necessary for the completion of the Project.

**ARTICLE III
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 **Thirty Four Million Seven Hundred Thirty Seven Thousand Nine Hundred Twenty Five Pesos and Sixteen Cents (Php 34,737,925.16) only, inclusive of all costs, taxes, expenses, fees and other lawful charges**, to the **Second Party**, and shall be paid according to the following schedule:

Percentage	Target Date/s and Deliverables
35%	<p>Upon the completion of the deliverable mentioned and the acceptance by the end-user of these deliverables.</p> <p>Finalized Project Plan and Provisioning of HCM and Payroll System Environments/Instances The Microsoft Project Schedule documents including all tasks, activities, milestones, and deliverables required to be performed or produced the DFA to deliver the project is finished and constructed in such a way to document dependencies between tasks, milestones, and deliverables to highlight the sequence and duration of those tasks (some of which run concurrently) so that the overall duration of the project is established.</p>
25%	<p>Upon the completion of the deliverable mentioned and the acceptance by the end-user of these deliverables.</p> <p>Completion of the System Demonstration Workshop delivering the modern best matrix, integration strategy, solution architecture, and at least 50% of the system demonstration workshop.</p> <p>Completion of Conference Room Pilot (CRP)</p> <p>Completion of the Solution design Phase has been done fully delivering the System Demonstration Workshop and the Solution Design Document.</p>



25%	<p>Upon the completion of the deliverable mentioned and the acceptance by the end-user of these deliverables.</p> <p>Completion of Data Migration for User Acceptance Testing (UAT) and User Acceptance Testing.</p> <p>Completion of the key user training has been accomplished through the system integration test result and key user training completion.</p>
15%	<p>Upon the completion of the deliverable mentioned and the acceptance by the end-user of these deliverables.</p> <p>Completion of the Production Configuration has been finalized.</p> <p>Completion of Configuration Instance.</p> <p>Go Live, the system will be ready for productive use.</p>

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**.

In no case shall the total payment to the Second Party exceed the Contract Price of Thirty Four Million Seven Hundred Thirty Seven Thousand Nine Hundred Twenty Five Pesos and Sixteen Cents (Php 34,737,925.16).

**ARTICLE IV
Mode of Payment**

Payment of the Service Fee shall be made by the First Party within thirty (30) working days from the receipt of the invoice/billing and complete supporting documents for payment for services rendered for each tranche through LDDAP made payable to "Active Business Solutions Inc" through the following bank details:

Account Name: Active Business Solutions, Inc.
SA Number : 000468046080
Bank/Branch : BDO Unibank, Inc. / Paseo Tower Branch

Payment shall be made in accordance with the payment schedule under Article III, subject to receipt by the **First Party** of the invoice and complete supporting documents by the **Second Party**.



The **Second Party** shall issue an official receipt for all payments made by the **First Party**.

All payments shall be in accordance with government audit and accounting laws, rules and regulations.

ARTICLE V Penalty for Noncompliance/ Liquidated Damages for Delay

If the **Second Party** fails to deliver any or all of the Services within period(s) specified in this Memorandum of Agreement and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to Article VI of the Termination/Pre-termination Clause.

ARTICLE VI Termination/Pre-termination

Without prejudice to the provisions of Article V, the commission of a material breach of the obligations of the **Second Party** under this Agreement, such as but not limited to failure in the submission of 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 material breach within twenty (20) working days after receiving written notice of the material 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 the instruction of the **First Party** in the event of pre-termination, the **Second Party** shall **return** to the **First Party** and/or **destroy** any and all **records** of data or information received by it in connection with this engagement, both in their original format and any copies thereof; and issue a **certificate** to the **First Party** confirming its compliance.

ARTICLE VII Intellectual Property Rights and Confidentiality

1. **Work Product.** The work product of the **Second Party** shall mean any and all tangible products, data, reports, information recorded by whatever means, documents, written materials, and any and all other work products, or any portion thereof, including drafts, prepared, generated, or provided by the **Second Party** in



connection with the **Second Party's** performance of its obligations under this Agreement, which shall be understood as commissioned work whose data ownership rights shall be with the First Party. The **Second Party** hereby assigns to the **First Party** all other rights, title, and interest (*including but not limited to usernames, passwords, and codes*) in any and all work products made during the course of this Agreement.

2. **Non-Public Information.** For purposes of this Agreement, all information that **First Party**, its officers, assigns, or persons related therewith, provides to the **Second Party**, pertaining to the services performed by the **Second Party**, regarding the **First Party**, its officers, employees and participants, including, without limitation, the identity of persons, and all other information which the **Second Party** may obtain in the course of the Project and as a result of its engagement under this Agreement shall be deemed and treated as strictly confidential, non-public information unless and until the **First Party's** prior consent is obtained which authorizes the **Second Party** to treat such information as public. The **Second Party** shall have no authority to disclose Non-Public Information to anyone in perpetuity, except in accordance with this section.
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, 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; 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 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, or by its or their employees or related entities. This duty shall survive the expiration or termination of this Agreement in perpetuity.
4. **Data Privacy.** The **Second Party** shall ensure the security and maintenance of data privacy and compliance with the Data Privacy Act and other relevant laws in relation thereto. This may include the implementation of features or functions in the system allowing the **First Party** to limit the access per user and administrator and/or the recording of all accesses made by all users to customized Cloud-based SaaS HCM and PS and the origin thereof. Furthermore, the **Second Party** agrees that any unauthorized disclosure of confidential codes, system access instructions or file



data, intentional alteration or destruction of data, or unauthorized access or updating of files are considered breach of data privacy and can lead to immediate termination of this Agreement as stated in Article VI.

Article VIII Compensation Due to Data Loss and Misuse

In the event of loss of any data or records necessary for the performance of this Agreement, where such loss is due to the error or negligence of the **Second Party**, the **Second Party** shall be solely responsible, irrespective of cost to the **Second Party**, for recreating such lost data or records on a schedule set by the **First Party** and/or providing the appropriate compensation therefore as may later be agreed upon by the Parties upon its occurrence. The **First Party** shall have the right to avail of any and all other remedies available under the law.

Article IX Miscellaneous Provisions

1. Except as otherwise stated herein, 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.
2. Both Parties shall comply in all material respects with all applicable laws, rules, regulations, orders and decrees of the Philippine government.
3. Any other agreement entered into by **Second Party** and a third party for the implementation of this Agreement, shall be exclusively between such parties, to the exclusion of the Department. The **Second Party** agrees to assume sole responsibility for any and all liabilities of its third party contractors/subcontractors, agents, and representatives, and warrants that it shall hold free and harmless the **First Party** from any and all such suits, 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. The **Second Party** shall ensure that should it engage the services of another entity that involves data processing, that it shall ensure that the Third Party shall observe the applicable provisions of the Data Privacy Act.



4. 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 the **First Party** is not an employer of the **Second Party**. It is understood that no employer-employee relationship exists between the Parties, and their respective officers, employees, and representatives.
5. The 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, without written consent of the other.
6. The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this MOA through negotiations. In the event that 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 to an arbitrator assigned by the President of the Philippine Dispute Resolution Center, Inc. (PDRCI). The arbitration proceedings shall be in accordance with the 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 Pasay City, Metro Manila, Philippines. Nothing in this Agreement, however, shall prevent the **First Party** from applying to a Philippine court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights as may be the subject matter of the dispute, or to pursue other legal remedies available to it provided the same shall be filed in the competent courts of Pasay City only, to the exclusion of all other courts and tribunals of competent and concurrent jurisdiction.
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 agreement, hold the meeting, or provide the facility. This Agreement may be terminated or revised for any of the above reasons without incurring liability by written consent of both Parties.
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 the mutual written consent of both Parties.
9. In case of conflict or inconsistencies between or among any of the documents annexed to this Agreement, the provisions contained in this main Agreement shall be controlling. In addition, the relevant provision of the Implementing Rules and Regulations of Republic Act No. 9184 shall apply supplementary."



10. **Indemnity.** The **Second Party** shall hold the **First Party** free and harmless from whatever suit and hereby binds and obligates itself to indemnify the **First Party** of any and all liabilities, losses, damages, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature, arising from and by reason of this Agreement, due to the fault, neglectful act or omission, delay, conduct, breach of trust, non-observance, or violation of any provisions of this Agreement by the **Second Party** and/or of its employees, agents, representatives, or sub-contractor.
11. **Assignees and Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the **Second Party** shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the **First Party**.
12. **Waiver of Rights.** No failure, omission or delay by any of the Parties in exercising any of its right, 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.
13. **Separability Clause.** The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions. If any term or condition of this Agreement is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.
14. **Governing Law.** The validity and interpretation of the terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the Philippines.
15. Addendum to this Memorandum of Agreement is the Specified End-User Letter (Annex K) where the **First Party** and **Second Party** shall sign the said document as a requirement of Oracle Philippines Corporation as the Cloud Services provider of the **Second Party**.

ARTICLE X **Effectivity**

This Agreement shall take effect upon the signing of the Parties hereto and shall remain in force until the completion of the project which shall be twelve (12) months after the



Second Party's receipt of the Notice to Proceed, unless the same is extended by written agreement of the Parties or pre-terminated under Article VI herein. Any delay attributable to the **Second Party**, and costs incurred to fulfill the obligations under the agreement shall solely be borne by the **Second Party**. Any such extension or renewal shall be made in writing upon agreement by both Parties at least thirty (30) days before the expiration of the Agreement.


IN WITNESS HEREOF, the Parties through their duly authorized representatives have hereunto affixed their signatures on this ____ day of 22 MAY 2023 at Pasay City, Philippines. *S. Destacamento*

DEPARTMENT OF FOREIGN AFFAIRS

ACTIVE BUSINESS SOLUTION INC.

BY:

BY:


ANTONIO A. MORALES
Undersecretary and Head of
Procuring Entity


JENNIFER S. CHUA
Consulting Manager

And/Or

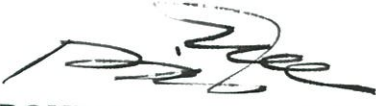
Destacamento
RIZA S. DESTACAMENTO
Industry Manager

SIGNED IN THE PRESENCE OF:


CHRISTOPHER B. MONTERO
Assistant Secretary
Human Resources Management Office


JOVYN V. FERRER
Department Chief Accountant
Office of Financial Management Services


PATRICK JOHN U. HILADO
Assistant Secretary
Office of Asset Management and Support
Services


DOMINGO P. NOLASCO
Assistant Secretary
Office of Financial Management
Service

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

PASAY CITY)S,S,
Mandaluyong City

Mandaluyong City

MAY 30 2023

BEFORE ME, a **NOTARY PUBLIC**, for and in Pasay City, Philippines on _____ 2023, personally appeared, **MR. ANTONIO A. MORALES** and **MS. JENNIFER S. CHUA and/or MS. RIZA A. DESTACAMENTO**, known to me to be the same person who executed the foregoing **Memorandum of Agreement** consisting of sixteen (16) pages including the 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 Issue
ANTONIO A. MORALES	M1AA 092	PASAY CITY, PHILIPPINES	02 AUGUST 2019
JENNIFER S. CHUA	P8289726B	PASAY CITY, PHILIPPINES	25 NOVEMBER 2021
RIZA A. DESTACAMENTO	P0861715C	PASAY CITY, PHILIPPINES	11 JULY 2022

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal on the date and in the place above written.

Doc. No. 220

Page No. 45

Book No. 30

Series of 2023

ATTY. JAMES K. ABUGAN
Notary Public
APPT. NO. 0442-23 Until 12-31, 2024
IBP No. 180334 Nov. 23, 2022 Rizal Chapter
Roll No. 26890 Lifetime
MCLE No. VII-0020184 until 4/14/2023
TIN No. 116-239-956
PTR No. 5105663 01/09/2023
Rm. 314 J&B Bldg., 251 EDSA,
Mandaluyong City Tel. No. (02)854-523-21

X