

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT**, entered into this 25th day of January 2024 in Quezon City, Philippines, by and between:

The **CIVIL SERVICE COMMISSION**, a Constitutional Commission, with principal office address at the CSC Building, Constitution Hills, Quezon City, represented by **Chairperson KARLO A. B. NOGRALES**, and referred to as the **CSC**;

- and -

The **DEPARTMENT OF FOREIGN AFFAIRS**, a government institution with principal address at 2330 Roxas Boulevard, Pasay City, represented by **Undersecretary ANTONIO A. MORALES**, and referred to as the **DFA**;

WITNESSETH THAT:

WHEREAS, Section 2, B(2), Article IX of the 1987 Constitution provides that appointments in the civil service shall be made only according to merit and fitness to be determined as far as practicable by competitive examination;

WHEREAS, the **CSC**, with the mandate to establish a career service for all levels and ranks, prescribes, develops, and conducts civil service examinations as determinants of merit and fitness, and assists other agencies of the government to develop and conduct examinations;

WHEREAS, based on the provisions of Republic Act No. 7157 or Philippine Foreign Service Act of 1991, and the Administrative Code of 1987, the DFA, through the Board of Foreign Service Examinations (BFSE), administers the Foreign Service Officer Examination (FSOE) to recruit candidates for appointment to the position of Foreign Service Officer, Class IV (FSO IV).

WHEREAS, the FSOE is composed of five (5) parts: Qualifying Test, Preliminary Interview, Written Test, Psychological Test, and Oral Test;

WHEREAS, based on CSC Resolution No. 1302397 as circularized through CSC MC No. 27, s. 2013, the **CSC** has resolved to consider the FSOE's first part, the Qualifying Test (FSOE-QT), as an eligibility examination titled Career Service Examination for Foreign Service Officer (CSE-FSO) beginning December 15, 2013 and to confer the Career Foreign Service Officer Eligibility on those who will pass the examination;

WHEREAS, the **CSC** agreed to administer the Qualifying Test of the FSOE on behalf of the DFA;

WHEREAS, the **CSC**, in collaboration with the **DFA** through the BFSE, conducts the CSE-FSO in identified testing centers nationwide;

WHEREAS, the **CSC**, through CSC Office Memorandum (OM) No. 42 dated 25 September 2023 has scheduled the conduct for CY 2024 of the CSE-FSO on 28 January 2024 subject to the terms and conditions stipulated in this AGREEMENT;

WHEREAS, by virtue of CSC Resolution No. 040099 dated 10 February 2004 (Re: Authority of the Chairperson to Enter into a Memorandum of Agreement on Behalf of the Commission) and CSC Resolution No. 040964 dated 30 August 2004 (Re: Amendment to the Delegation of Authority on Administrative and Financial Matters for Civil Service Commission Officials and Employees), the Chairperson of the **CSC** is authorized to enter into this AGREEMENT with the **DFA** relative to the conduct of the CSE-FSO;

Rui S. Lim

WHEREAS, the DFA warrants the legal authority of Undersecretary Morales to sign the MOA representing the DFA;

WHEREFORE, CSC and DFA agree on and stipulate the following:

1. The **CSC** shall:

- 1.1 Create a Central Examination Committee to provide over-all management and supervision of the test processes and logistics, and technical teams to perform technical, administrative and other related services;
- 1.2 Develop a three-hour test that would measure general intelligence and aptitude of examinees plus a five-minute examinee descriptive questionnaire for profiling of examinees;
- 1.3 Identify the testing venues to be used in the conduct of the examination;
- 1.4 Issue and post on the CSC website corresponding examination advisory, containing the testing venues including other important reminders to examinees, one to two weeks before the conduct of the examination;
- 1.5 Issue and provide the DFA, one to two weeks before the conduct of examination, with the Examination Advisory, and an Examinee's Guide as the case may be;
- 1.6 Deliver/transport, through appropriate means, to the different testing centers the test materials, examinees' Application Forms (applicable CS Form 100), Examinee Attendance Sheets, and other appropriate examination forms;
- 1.7 Administer the test, through the CSC Regional Offices, in all identified testing centers;
- 1.8 Process examinees' Answer Sheets and release the test results (i.e., List of Passers/Eligibles posted on the CSC website) not later than 42 calendar days after the conduct of the examination
- 1.9 Provide the **DFA** with the National Register of Eligibles and the National List of Passing/Failing Examinees not later than 15 calendar days after the target date of posting of the List of Passers;
- 1.10 Issue the certification of eligibility to successful examinees through its CSC Regional Offices;
- 1.11 Issue a provisional receipt within 15 calendar days after the conduct of the CSE-FSO;
- 1.12 Collect from the **DFA** the final contract price inclusive of all costs, applicable taxes and other lawful charges, as itemized in *Annex "A"* within thirty (30) calendar days upon turnover to the **DFA** of the National Register of Eligibles and the National List of Passing/Failing Examinees; and
- 1.13 Pay the applicable taxes, including the Documentary Stamp Tax (DST).

2. The **DFA** shall:

- 2.1 In collaboration with the **CSC**, issue the examination announcement, and disseminate the same widely via different media;
- 2.2 Identify the testing centers to be listed under *Annex "B"*;
- 2.3 Process applications for the CSE-FSO;
- 2.4 Require applicants to accomplish and submit applicable CS Form 100 (Application Form for Civil Service Examination)
- 2.5 Indorse/turn over to the **CSC** the duly accomplished CS Form 100 of all applicants not later than three (3) weeks before the conduct of the examination;
- 2.6 Inform the **CSC** of any changes in the total number of examinees and changes in the testing centers at least three (3) weeks before the conduct of examination;
- 2.7 As feasible, assign and send representative/s of the **DFA** to the different testing centers to observe the conduct of the examination based on appropriate rules and regulations set by the CSC as administrator of the examination, and provide comments/feedback to the BFSE Secretariat on the conduct of the examination within five (5) working days after the conduct of examination;
- 2.8 As applicable, shoulder the expenses to be incurred by the **CSC's** representatives to the testing centers such as the roundtrip airfare, hotel accommodation and per diem, subject to existing audit and accounting rules and regulations;

- 2.9 Provide the necessary fund to cover the **CSC's** cost in the development and administration of the examination as itemized in *Annex "A"*, which amount shall be paid in full within thirty (30) calendar days upon receipt from the **CSC** of the National Register of Eligibles and the National List of Passing/Failing Examinees; and
- 2.10 Deliver full payment to the CSC of the costs pursuant to Annex A (*Cost of Examination Services*), made an integral part hereof, in cheque or bank deposit in the account to be provided by the CSC, in relation to Section 1.12.

3. Dispute Resolution Clause

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of the MOA, the Parties shall make every effort to resolve amicably such dispute or difference by mutual agreement, which shall, in the first instance be settled within thirty (30) calendar days from receipt of notice. Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be submitted to the Office of the Secretary of Justice pursuant to the relevant provisions of Executive Order No. 292 (Administrative Code of the Philippines) in relation to Presidential Decree No. 242 (Prescribing the Procedure for the Administrative Settlement of Claims and Controversies between or among Government Offices, Agencies, and instrumentalities, including Government-Owned and Controlled Corporations, and Other Purposes).

- 4. This AGREEMENT shall take effect immediately upon its signing by the parties concerned.

This Agreement will be 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 provided that the same can stand alone.

IN WITNESS WHEREOF, the **CSC** and the **DFA**, through their duly authorized representatives, have affixed their signatures on 25 January 2024 in Quezon City, Philippines.

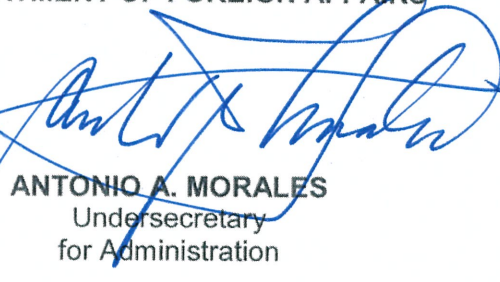
CIVIL SERVICE COMMISSION

By:


Atty. KARLO A. B. NOGRALES
 Chairperson

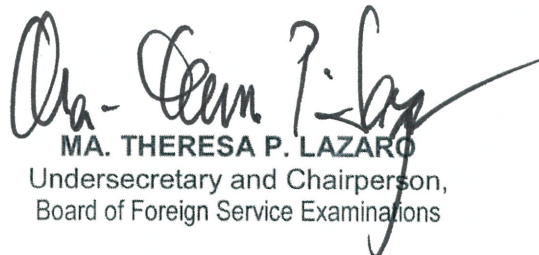
DEPARTMENT OF FOREIGN AFFAIRS

By:


ANTONIO A. MORALES
 Undersecretary
 for Administration

SIGNED IN THE PRESENCE OF:


Atty. PRISCO S. RIVERA, JR.
 Director IV
 Examination, Recruitment, and Placement Office


MA. THERESA P. LAZARO
 Undersecretary and Chairperson,
 Board of Foreign Service Examinations

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City) S.S.

BEFORE ME, a Notary Public for and in Quezon City, this MAR 05 2024 of QUEZON CITY 2024, personally appeared the following:

Atty. KARLO A. B. NOGRALES, in representation of the Civil Service Commission;

Passport No. : _____
Date Issued : _____
Place Issued : _____

- and -

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

Passport No. : D0009237 A
Date Issued : 07 Dec 2021
Place Issued : DFA Manila

who represent that they are the Chairperson of CSC and the Undersecretary of DFA, respectively, and that they are duly authorized to execute the Memorandum of Agreement, known to me 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 four (4) pages, including this page on which the acknowledgment is written.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this MAR 05 2024 of QUEZON CITY 2024.

Dani S. Rivera

[Handwritten Signature]

NOTARY PUBLIC

Doc No. 118 ;
Page No. 25 ;
Book No. XIII ;
Series of 2024 .

ATTY. ROGELIO J. SOLVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. NP 549 (2023-2024)
IBP O.R. No. 180815 & IBP O.R. No. 180816 2024
PTR O.R. No. 4127771 D 01/03/2024 / Roll No. 33832 / TIN # 129-871-009-000
MCLE No. 7&8 FROM APRIL 15, 2023 UNTIL APRIL 14, 2025
Address: 31-F Harvard St. Cubao, Q.C.

/erpo.ead/PSRJ/CBB/rev/maselm.110723.010524
IMOA_2024-0128 CSE-FSO_b1.docx

[Handwritten Signature]

COST OF EXAMINATION SERVICES
CAREER SERVICE EXAMINATION FOR FOREIGN SERVICE OFFICER
28 January 2024

Services	Particulars	Cost (PhP)
Technical Services	Test Development and Security Printing of Test Materials	147,830.00
Examination Services	Examination Administration in the Central and Regional Offices	646,950.00
Delivery/Shipping of Test Materials	Courier/Cargo fees	7,000.00
Other Expenses	Pre and Post Exam Activities, Room Rental, and other miscellaneous expenses	295,763.50
	Sub-Total	1,097,543.50
	Contingency (10%)	109,754.35
	Management Fee (20%)	219,508.70
	TOTAL	1,426,806.55

Rene S. Rinch

JSM

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**CAREER SERVICE EXAMINATION FOR FOREIGN SERVICE OFFICER
28 January 2024**

TESTING CENTERS

Region	Testing Center	Registered No. of Examinees
II	Tuguegarao City	15
III	City of San Fernando, Pampanga	14
IV	Lucena City	16
	Puerto Princesa City	14
V	Legazpi City	18
VI	Iloilo City	14
	Bacolod City	13
VII	Cebu City	19
VIII	Palo, Leyte	9
IX	Zamboanga City	8
X	Cagayan de Oro City	30
XI	Davao City	18
NCR	Quezon City	261
CAR	Baguio City	34
TOTAL		483

P. L. R. R.

J. M.

K.