

## MEMORANDUM OF AGREEMENT

### TO ALL TO WHOM THESE PRESENTS SHALL COME:

This Memorandum of Agreement ("**Agreement**") was made and entered into on 1 OCTOBER 2024, in the City of Pasay by and between:

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

and

**ECPAT PHILIPPINES**, as represented by **ANA MARIA DIONELA** with address at 143 Anonas Ext., Sikatuna Village, Quezon City, hereinafter referred to as the **Second Party**;

The Department and ECPAT Philippines are hereinafter referred to individually as a "**Party**" and collectively, as "**Parties**".

### - WITNESSETH -

**WHEREAS**, the **First Party**, in line with the Department's efforts to shed light on effective approaches to technical cooperation in the field of human rights, particularly from the perspective of the main stakeholders; ensuring the sustainability of human rights reforms after capacity-building; and formulating ways forward to maximizing technical cooperation in human rights promotion and protection, including at the regional level, is in need of a panelist who is an expert on child rights and protection;

**WHEREAS**, the **First Party** requires a panelist to serve as a resource person during an event titled "After Technical Cooperation: Taking Ownership of the National Human Rights Agenda" to be held on 4 October 2024 in Geneva, Switzerland;

**WHEREAS**, the **Second Party** is a child rights and protection expert who can engage in the provision of the specific services for which it is engaged herein;

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

**WHEREAS**, upon the recommendation of the Bids and Awards Committee (BAC) of the **First Party** as provided in the approved BAC Resolution No. 110-382-24 dated 1 OCTOBER 2024, a copy of which is attached herewith as ANNEX "A" and made an integral part hereof, the **First Party** awarded the **Agreement** to the **Second Party**. A copy of the Notice of Award (NOA) 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:

**Section 1. Purpose of the Agreement** – This **Agreement** is entered into by and between the **Parties** to the Event titled "After Technical Cooperation: Taking Ownership of the National Human Rights Agenda" to be held on 4 October 2024 in Geneva, Switzerland (the **Project**), in accordance with the Terms of Reference (TOR) and the provisions of this **Agreement**.

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. Latest valid PHILGEPS Registration of the **Second Party** (Annex "C");
2. Certificate of Availability of Funds (CAF) dated 25 September 2024 (Annex "D"),
3. Curriculum Vitae of the **Second Party** (Annex "E").

**Section 2. Obligations of the First Party** – The **First Party** shall:

1. Provide Concept Note of the event to guide the presentation (content and delivery) of the **Second Party**;
2. Provide administrative and logistical support for the conduct of the various activities of the **Second Party** relative to the **Project**;
3. Monitor and coordinate the needs and requirements of the **Second Party** for the conduct of the **Project**.

**Section 3. Obligations of the Second Party** – The **Second Party** shall provide the following deliverables within the timeframe agreed upon and in accordance with the Terms of Reference:

1. Manage and facilitate the conduct of the **Project** in coordination and consultation with the **First Party**;
2. Design, prepare, and produce presentation and materials needed for the conduct of the **Project**; and
3. Prepare an after-event report.

The **Second Party** shall observe the Terms of Reference (TOR) provided by the **First Party** for the delivery of services, which is attached as Annex "F", and is made an integral part of this **Agreement**;

**Section 4. Effectivity and Duration** – The **Agreement** shall take effect upon signing by the **Parties** hereto and shall remain in force until 04 October 2024, or until such time all deliverables of both parties have been fulfilled, whichever comes first.

**Section 5. Fees and Payment Schedule** – The **First Party** shall pay the **Second Party** a total Consultancy Fee of **Two Hundred Thousand Pesos (Php 200,000.00)** only (the “**Services Fee**”), which amount includes and covers the following expenses for the **Project**:

1. The **Services Fee** is inclusive of any and all services; the project development such as the conduct of meetings, conceptualization, brainstorming sessions, write-up, revision, training supplies, and materials; travel costs, finalization of the proposal and presentation design and implementation of the **Project**;
2. Professional fees, hotel accommodation, and logistical costs of the service provider; and
3. Taxes and other charges due and payable by the **Second Party** in connection with this **Agreement**.

Subject to the provisions of this **Agreement** and the usual government accounting and auditing rules and regulations, the payment of the abovementioned **Services Fee** shall be in accordance with the following schedule of tranche releases vis-à-vis the deliverables:

<b>Deliverables</b>	<b>%</b>	<b>Amount</b>
Finalization of Speaking Engagement	<b>65%</b>	Php 130,000.00
Finalization of the After-Event Report Others	<b>35%</b>	Php 70,000.00
<b>Total Services Fee, inclusive of applicable taxes and other lawful charges</b>	<b>100%</b>	<b>Php 200,000.00</b>

In no case shall the total payment to the **Second Party** exceed the Contract Price of Php 200,000.00.

The **Second Party** shall issue an official receipt for each payment made by the **First Party**. A Certificate of Acceptance shall be issued by the end-user office as a supporting document for each payment made.

The **Second Party** shall provide the deliverables for all tranches within the timeframe agreed upon in the Terms of Reference (TOR).

The payment of the final tranche should not be later than 31 December 2024, in accordance with the Cash Budgeting System (CBS) as reiterated in Department of Budget and Management (DBM) National Budget Circular No. 587, s. 2022.

**Section 6. *Mode of Payment*** – All checks shall be payable to **ANA MARIA DIONELA** given the following bank details:

Account Name: ANA MARIA DIONELA  
SA Number: Current account no. 0420-0146-51  
Bank/Branch: Bank of the Philippine Islands (BPI)  
Commonwealth Branch

Payment shall be done through the List of Due and Demandable Accounts Payable (LDDAP) arrangement within thirty (30) working days from submission of the invoices and complete documents of the expected output mentioned under Section 3 hereof.

**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**. With regard to the documents produced by the **Second Party** and submitted as outputs during the effectivity of the **Agreement**, these are instruments of service. Originals thereof and the corresponding copyright shall remain the property of the **First Party**.

The **First Party** shall have the license to use copies of the documents in connection with the **Project** for which they are prepared, or for any other purpose/s which the **First Party** sees fit.

**Section 8. *Third-party contract***. Any other contract or agreement entered into by the **Second Party** and a third party for the implementation of this **Agreement** shall be exclusively between such parties, to the exclusion of the **First Party**. The **Second Party** 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 assume responsibility for any and all acts of such third-party contractor/s engaged by the **Second Party** for the implementation of the **Agreement**, and such third-party contractor/s shall likewise be bound by the confidentiality and data privacy provisions of this **Agreement** which survives the termination of the **Agreement**.

**Section 9. *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 the **First Party** is not an employee of the **Second Party**. Furthermore, any persons engaged by the **Second Party** for purposes of this **Agreement** shall not be deemed

employees of the **First Party**, and the **Second Party** shall be solely responsible for their compensation, working conditions, and other aspects of their engagement. However, the **Second Party** shall ensure that any persons that the **Second Party** hires or engages for the services to be performed under this **Agreement** are also bound by and shall comply with its terms.

**Section 10. Data Privacy and Confidentiality Agreement.** The **Parties** shall hold the terms of this **Agreement** and all information in connection with 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 **First Party**.

The **Second Party** and its personnel are required to observe the provisions of Republic Act No. 10173 or the Data Privacy Act of 2012 in handling information obtained from the **First Party**. In addition, the **Second Party** and its personnel shall be responsible for the destruction of all the data secured from the **First Party** after the termination of this **Agreement**.

**Section 11. 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 **First Party** and the latter may contract with other service providers for the engagement or procurement of similar services.

**Section 12. Modifications.** If modifications under this **Agreement** should result in an increase or decrease in the services originally provided and scheduled, an equivalent adjustment on the services fee, time, or both shall subsequently be agreed upon in writing by both **Parties**.

**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: act of God, government act, war, conflagration, inundation, explosion or civil commotion.

**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 hired

personnel 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 Disputes** – 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 **Agreement** 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 in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders, and judgments filed or rendered pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.

Nothing in this **Agreement** shall prevent the 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. Separability** – if any part of this **Agreement** is declared unenforceable or void by a competent court, the rest of the **Agreement** shall nevertheless remain in full force and effect.

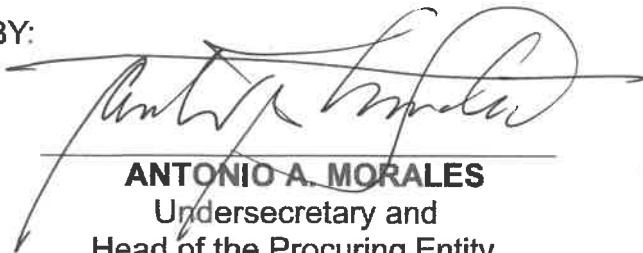
**Section 18. Waiver** – No failure, omission or delay of any of the **Parties** in exercising any of its rights, privileges, and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this **Agreement** shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

**Section 19. Assignment** – The **Second Party** undertakes not to assign to any third party, any of its rights and obligations in this **Agreement** during the effectivity hereof without the written consent of the **First Party**.

**Section 20. 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 1 OCTOBER 2024, at Pasay City, Philippines.

BY:



**ANTONIO A. MORALES**  
Undersecretary and  
Head of the Procuring Entity  
Department of Foreign Affairs

For ECPAT Philippines:



**ANA MARIA DEL ROSARIO-DIONELA**  
Executive Director  
ECPAT Philippines

**SIGNED IN THE PRESENCE OF:**



**MARIA TERESA T. ALMOJUELA**  
Assistant Secretary  
DFA-UNIO



**JOHN NICOLAI RITURBAN**  
Finance Officer  
ECPAT Philippines

## ACKNOWLEDGMENT

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


**BEFORE ME**, a **NOTARY PUBLIC** for and in the City of Pasay, Philippines on 1 OCTOBER 2024, personally appeared **ANTONIO A. MORALES**, Undersecretary and Head of the Procuring Entity of the Department of Foreign Affairs and **ECPAT Philippines** as represented by **MS. ANA MARIA DIONELA**, known to me to be the same persons who executed the foregoing **Memorandum of Agreement** consisting of eight (8) pages including the page on which this Acknowledgment is written, all pages of which have been 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 NO.	DATE OF ISSUE
ANTONIO A. MORALES	<u>DFA ID No. MAA 092</u>	<u>August 2, 2019</u>
ANA MARIA DIONELA	<u>Passport No. P6203193A</u>	<u>February 27, 2018</u>

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

Doc. No. \_\_\_\_\_  
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Book No. \_\_\_\_\_  
Series of 2024

  
Janice C. Sanchez-Rivera, FSO II  
Solemnizing Officer