

MEMORANDUM OF AGREEMENT

CSC CONTRACT NO. 2024-0905-208DATE: SEPT 5, 2024

KNOW ALL PERSONS BY THESE PRESENTS:

The Memorandum of Agreement ("Agreement") is entered into and executed this day of AUG 09, 2024 in Quezon City, by and between:

The **Civil Service Commission**, with office address at IBP Road, Constitution Hills, Batasan Pambansa Complex, Diliman, 1126 Quezon City, herein represented by **Chairperson Karlo A. B. Nograles**, herein referred to as the "CSC";

and

The **Department of Foreign Affairs**, with office address at 2330 Roxas Boulevard, Pasay City herein represented by **Undersecretary for Administration Antonio A. Morales** herein referred to as the "DFA";

Collectively referred to herein as the "Parties" and individually as "Party"

WITNESSETH:

WHEREAS, the Civil Service Commission (CSC) as the central human resource institution of the government, through the Civil Service Institute (CSI), provides direct training and personnel development interventions to government officials and employees in accordance with its strategic priority of developing competent and credible government workforce towards a governance of high integrity and excellence;

WHEREAS, the **CSC**, in assuming this role, must keep apace with global trends and world-class standards of training delivery;

WHEREAS, the **CSC** adopts innovative and alternative modes of training delivery to strengthen CSI's capacity in Human Resource and Organization Development as embodied in CSC Resolution No. 1600727 dated 28 June 2016;

WHEREAS, as mentioned in Item I.B. of CSC Resolution No. 1600727 or the CSC Modes of Learning and Development Services and Fees (Amendment to CSC Resolution No. 1200378), one of the modes of conduct is the "In-house Programs/Courses";

WHEREAS, the DFA requested the CSI to conduct the 2024 Career Minister (CarMin) Leadership Training (Leadership and Management Development Course);

WHEREAS, the **DFA** undertakes to pay the **CSC** for the design and delivery of the above-mentioned program/course;

NOW, THEREFORE, for and in consideration of the foregoing, the **CSC** and the **DFA** agree as follows:

ARTICLE I – RESPONSIBILITIES OF CSC AND DFA

A. RESPONSIBILITIES OF THE CIVIL SERVICE COMMISSION (CSC)

The CSC, through the CSI, shall perform the following services in designing the program/course and managing its implementation:

1. Design the program/course/modules for the conduct of the 2024 Career Minister (CarMin) Leadership Training (Leadership and Management Development Course):
 - a. Identify, analyze and validate the learning and development needs of the **DFA** in relation to the specific program/course to be conducted under this Agreement.

- b. Propose a customized design that will specifically address the **DFA's** learning and development needs in the form of a Program/Course Brief consisting of the Performance Objectives, Enabling Objectives, Target Participants and Course Content. As may be required, **CSC** shall provide a copy of the detailed Design Matrix although its ownership shall remain with **CSC**. The Design Matrix shall consist of Module Objectives, Module Title, Module Outputs, Module Topics, Learning Methodologies and Resource Requirements.
2. Conduct of the 2024 Career Minister (CarMin) Leadership Training (Leadership and Management Development Course) in accordance with the following provisions:
 - a. Ensure that the program courses are conducted in accordance with the implementation schedule(s) agreed upon by **DFA** and **CSC** as specified under Item A, Article III-General Provision of this Agreement.
 - b. Source, select and manage the subject matter expert who shall serve as the facilitator for the program.
 - c. Provide a technical staff to establish and maintain a learning environment and to support the facilitator during the conduct of the program.
 - d. Provide each registered participant with appropriate digital or soft copies of learning materials through a shared folder, which will include PDF copies of slides and workshop materials used during the conduct of the program/course.

Printed Copies of the materials will not be supplied.
 - e. Submit a Terminal Report with documentation of the highlights of the proceedings of the program/course and an evaluation of its conduct within thirty (30) calendar days from the conduct of the program/course.
3. Accommodate up to a maximum of forty (40) participants from **DFA** provided that the list and profile of said participants are submitted five (5) working days prior to the conduct of the program/course.
4. Provide and arrange for the logistical requirements of the program/course such as, but not limited to, training venue that is compliant to required health and safety protocols of the area, if any, laptop, multi-media projector, screen, sound system, meals, and other workshop requirements including accommodation for the CSI training team for the entire duration of the program/course, if necessary, and service vehicle to bring the training team to and from the program/course venue;
5. Conduct post-training evaluation including impact evaluation; and
6. Perform and complete the scope and services contemplated under this MOA with the highest standards of professionalism, ethical competence and integrity.
7. Collect from the DFA the final contract price inclusive of all costs, applicable taxes and other lawful charges, as scheduled and stated in Article II (B) of this agreement

B. RESPONSIBILITIES OF DFA

The **DFA** shall perform the following:

1. Provide access to organizational data, job-aids, information, and other secondary data deemed necessary for the conduct of the program/course;
2. Invite, inform and coordinate participants regarding the schedules and other details on the conduct of the program/course;
3. Provide **CSI** a final list and profile of participants at least five (5) working days before the start of the run of every course;
4. Provide a technical staff who will serve as the focal person during the pre, actual and post program/course stages and will assist the **CSC** in the conduct of the said program/course;
5. Ensure 100% attendance of participants all throughout the sessions;
6. Pay the fees due to the CSC as scheduled, and in accordance with Article II of this Agreement; and,

- 7. Participate in the 2024 Career Minister (CarMin) Leadership Training (Leadership and Management Development Course) to be conducted by CSI at no cost to DFA within an agreed time between CSI and DFA.

ARTICLE II – PAYMENT

- A. Payment to CSC.** For and in consideration of the services rendered under this Agreement, DFA shall pay CSC the total amount of Nine Hundred Thousand Pesos (PhP 900,000.00), which shall cover the program/course design and delivery for 29 participants including the provision of learning materials, certificates of completion, honoraria of Subject Matter Expert/Co-facilitator, Meals and Venue, and the submission of a Terminal Report.
- B. Conditions for Payment.** Upon achievement of the specified milestone activities, the DFA shall pay the corresponding amount due not later than thirty (30) working days following the submission of documentation requirements for the particular milestone activity as provided below:

Milestone Activity	Amount
2024 Career Minister (CarMin) Leadership Training (Leadership and Management Development Course)	PhP 900,000.00
Total Amount	PhP 900,000.00

Payment shall be through List of Due and Demandable Accounts Payable (LDDAP) made payable to an account designated by the Civil Service Commission either in cash or check to be deposited in the name of the CSC-Training Fund with the following account details:

Account name: CSC Training Fund
Account Number: 3122-1001-37
Bank: Land Bank of the Philippines (LBP), Batasan Branch

The DFA shall still pay the minimum contract price of Nine Hundred Thousand Pesos (PHP 900,000.00) per batch for the first twenty-nine (29) participants and regardless of whether or not the said number for the conduct is reached. In case of excess of 29 participants but not beyond the maximum number of 40 participants, DFA-BFSE shall pay Three Thousand One Hundred Three Pesos and Forty-Five Centavos (Php3,103.45) per additional participant per day in which case said amount shall be settled in accordance with Article II of this Agreement.

It is understood that the DFA shall strictly comply with the payment conditions stated above.

ARTICLE III – GENERAL PROVISIONS

- A. Dates of Conduct.** Conduct of the courses, as identified and agreed by both parties, shall begin in August 2024 and on the following dates:

Course	Date
2024 Career Minister (CarMin) Leadership Training (Leadership and Management Development Course)	12-23 August 2024, 8 a.m. – 5 p.m.

- B. Confidentiality.** The Civil Service Commission shall not disclose any proprietary or confidential information relating to the Services, this Agreement or the DFA's business or operations without prior written consent of the DFA.
- C. Ownership of Materials.** All documents and materials released by the DFA to the CSC for the purpose of undertaking the services contemplated under this Agreement shall be returned to the DFA upon expiration of this MOA. Confidentiality of said documents must also be ensured by CSC.

The design of the program/course conducted under this Agreement shall remain the property of the **CSC**, and shall not be conducted by the **DFA** without the **CSC**'s prior written permission. The learning materials and other related collaterals used and distributed during the conduct of the program/course shall not be reproduced and distributed by the **DFA** to any person other than the registered participants of the program/course without **CSC**'s prior written permission. **DFA** shall ensure that the participants will not share, reproduce, or distribute the learning materials and other related collaterals that they have received during the conduct of the program/course.

Any outputs or reports prepared by the **CSC** and submitted to the **DFA** under this Agreement shall be co-owned by **CSC** and the **DFA**.

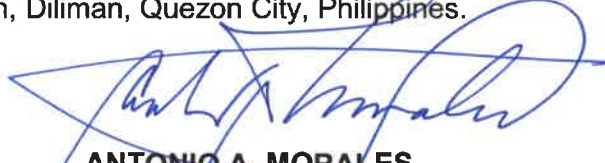
- D. Dispute Resolution and Venue of Action.** If any dispute or difference shall arise between the Parties in connection with the interpretation or implementation of any provision in this Agreement. The Parties shall make every effort to resolve amicably such dispute or difference by mutual agreement.

Accordingly, the Parties may resort to court action at Quezon City Courts only after all efforts to settle the dispute amicably have been exhausted.

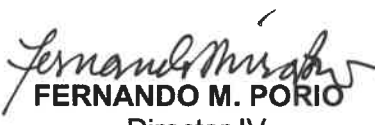
- E. Indemnity.** In the event of any breach of this Agreement by either party or any negligence leading to a beach of agreement, the party at fault or responsible for such negligence shall be made liable for any resulting damages in accordance with this Agreement and applicable laws.
- F. Assignment.** The benefit of this Agreement shall not be assigned in whole or in part by either party.
- G. Amendments.** Any amendment to this Agreement shall be mutually agreed upon by both parties including date/s of conduct and shall be contained in a written instrument signed by the authorized representatives of CSC and the DFA. Said instrument shall constitute an integral part of this Agreement.
- H. Termination.** At any time after the execution of this Agreement, this MOA may be terminated at the instance of any of the parties by serving the other of a written Notice of Termination which shall take effect thirty (30) days after receipt of said written notice. Violation or non-compliance of any of the provisions of this Agreement shall also be valid ground for the termination of the Agreement, however, compensation shall be made for unpaid services already rendered or materials already provided at the time of the termination of this Agreement.
- I. Separability Clause.** If, for any reason or reasons, any part or provision of this Agreement shall be held invalid and declared null and void by competent court or tribunal, the other parts or provisions hereof which are not affected thereby shall continue to be in full force and effect.
- J. Notices.** Any and all notices required to be delivered by one Party to another under or in connection with this Agreement shall be deemed sufficiently given if actually received or if sent by registered mail, return receipt requested, to the attention of the individual signing this Agreement or the Party to which the notice is directed, at the aforementioned addresses of the CSC and DFA.
- K. Force Majeure.** In case of force majeure or fortuitous events and/or when public interest or welfare so demands, either Party shall have the right to suspend the implementation of this Agreement, without incurring any liability thereunder. Once the event of force majeure or fortuitous event ceases, the Parties shall resume the performance of their respective obligations under this Agreement.
- L. Validity.** This AGREEMENT shall take effect immediately upon signing hereof and approval of both parties and shall be valid for a period of two (2) years from signing date, subject to extension upon mutual agreement of parties in writing.

IN WITNESS WHEREOF, both parties have hereunto set their hands on this 09 day of AUG 2024 at the Civil Service Commission, Diliman, Quezon City, Philippines.


ATTY. KARLO A.B. NOGRALES
 Chairperson
 Civil Service Commission


ANTONIO A. MORALES
 Undersecretary for Administration
 Department of Foreign Affairs

WITNESSES:


FERNANDO M. PORIO
 Director IV
 Civil Service Commission


MA. THERESA P. LAZARO
 Undersecretary and BFSE Chairperson
 Department of Foreign Affairs

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 QUEZON CITY) S.S.

BEFORE ME, a notary public for and in Quezon City personally appeared the following:


NAME	ID NUMBER	DATE/PLACE ISSUED
ATTY. KARLO A. B. NOGRALES	L02-08-000735	Sept. 3, 2019/Davao City
USEC ANTONIO A. MORALES		

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument, including its annexes, consists of _____ () pages including this page wherein this acknowledgment is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this AUG 09 2024 of _____ 2024 at Quezon City, Philippines.

Doc. No. : 705
 Book No. : 61
 Page No. : 16
 Series of 7024.

Notary Public

ATTY. MA. CECILIA T. ABAYON
 NOTARY PUBLIC
 (Adm. Matter No. NP-252 (2023-2024
 PTR No. 5555371, Jan 03, 2024
 IBP OR No. 380643; Dec. 29, 2023
 Roll No. 84156
 MCLE Compliance No. VIII-0004212-09 October 2023