



Republic of Philippines  
**DEPARTMENT OF EDUCATION**

DepEd Complex, Meralco Avenue, Pasig City  
<https://www.deped.gov.ph/>



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**PROJECT:** Procurement of Services on the Quality Assurance (QA) of Grades 2, 5, and 8 Textbooks (TXs) & Teacher's Manuals (TMs)  
**CONTRACT NO.:** 2024c-BLR2(022)-BII-NPAA063-M003

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**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is made and entered into and executed this \_\_\_ day of DEC 28 2024 2024, by and between:

The **DEPARTMENT OF EDUCATION (DEPED)**, a government entity mandated by law, particularly B.P. 232, otherwise known as the "Education Act of 1982", as amended by Republic Act No. 9155, otherwise known as "Governance of Basic Education Act of 2001", with office address at DepEd Complex, Meralco Avenue, Pasig City 1600, Metro Manila, Philippines, represented herein by its Undersecretary, **ATTY. PETER IRVING C. CORVERA**, and hereinafter referred to as "**DEPED**";

- and -

The **PHILIPPINE NORMAL UNIVERSITY (PNU)**, a public higher-education institution designated as the National Center for Teacher Education by virtue of R.A. No. 9647, with office address at 104 Taft Avenue, Ermita, Manila, represented herein by its President, **BERT J. TUGA, Ph.D.** as per Board Resolution No. U-3658, s. 2023, dated 10 December 2023, and hereinafter referred to as "**PNU**";

Collectively being referred to as "**Parties**" and individually as a "**Party**";

**WITNESSETH:**

**WHEREAS**, the Department of Education (DEPED), through the Bureau of Learning Resources (BLR), is mandated to provide quality assured textbooks and teacher's manuals to be utilized in public schools;

**WHEREAS**, in pursuit of the said mandate, **DEPED** needs to engage a service provider for the quality assurance (QA) of Grades 2, 5, and 8 Textbooks (TXs) & Teacher's Manuals (TMs);

**WHEREAS**, the Philippine Normal University (PNU) signified its intention and capability to undertake the project and comply with all the general conditions as provided for in Annex "H" (Consolidated Guidelines for the Alternative Methods of Procurement) of the Updated 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184, also known as the Government Procurement Reform Act.

**WHEREAS**, Negotiated Procurement – Agency to Agency is provided under Section 53.5 of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 9184 also known as the Government Procurement Reform Act, for the procurement of consulting services from another agency of the Government of the Philippines (GOP), as an alternative mode of procurement;

PNU's Witness

BERT J. TUGA, Ph.D.  
PNU

DEPED's Witness

ATTY. PETER IRVING C. CORVERA  
DEPED

**WHEREAS**, pursuant to Section 53.5 of the 2016 RIRR of RA 9184, **DEPED** procured the services of **PNU** thru the BLR under Resolution to Award No. **2024c-BLR2(022)-BII-NPAA-063** dated 29 November 2024;

**NOW THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants, stipulations, and agreements, the **Parties** do hereby agree and contract as follows:

Article 1

**Scope and Duration of this Agreement**

1.1 This Agreement sets forth the terms and conditions in which the Parties undertake to perform their respective obligations.

1.2 The duration shall be for a maximum of **ONE HUNDRED TWENTY (120) calendar days** or until all the required TXs and TMs have been evaluated and passed the DepEd standards. Upon receipt of the DepEd standards and requirements by PNU, completion of services shall follow the indicated proposed period of work stated in the Terms of Reference, which is made an integral part hereof as Annex "A".

Article 2

**Statement of Consideration**

2.1 For and in consideration of the services rendered, DepEd shall pay the corresponding amount, based on actual service rendered in accordance with Article 5 hereof, and the total amount shall not exceed **Philippine Pesos One Hundred Ten Million, Five Hundred Sixty Three Thousand Two Hundred and 00/100 (Php110,563,200.00) only**, inclusive of VAT.

Article 3

**Obligations of the Parties**

3.1. The obligations of the **Parties** are defined as follows:

DepEd's Roles and Responsibilities

**DEPED**, through the Bureau of Learning Resources (BLR), shall do the following:

1. Prepare all documents relevant to the project (i.e., agency-to-agency procurement documents);
2. Assign a coordinator who will work closely with the service provider/s and provide necessary assistance on the QA of materials;
3. Provide the service provider/s with the DepEd standards and requirements such as the technical specifications, social content guidelines, curriculum guide, and other DepEd LR standards;

4. Manage the live-in workshops for the conduct of the QA stages to be participated by the identified evaluators;
5. Orient the QA teams (e.g., evaluators and reviewers) on the DepEd development and QA standards and requirements;
6. Monitor the progress of the QA of the materials;
7. Facilitate the release of reports and receipts of revised TXs and TMs from private publishers for review and final review of the service provider/s;
8. Pay the service provider the approved cost for the quality assurance of TXs and TMs and ensure timely payment for the services rendered upon the issuance of Certificate of Completion; and
9. Ensure that any personal information provided by the evaluators is treated with the utmost confidentiality and used solely for the purposes of the project at hand.

#### PNU's Roles and Responsibilities

**PNU** shall do the following:

1. Submit the list of members who will evaluate, review the revised, and do the final review of the sets of TXs and TMs for the identified grade levels and learning areas immediately upon approval of the MOA. The members shall be identified as the Bids and Awards Committee-Technical Working Group (BAC-TWG) members for content to be designated by the DepEd Bids and Awards Committee (BAC);
2. Shall not sub-contract the services of other colleges, universities, or institutions in the conduct of the quality assurance activities;
3. Submit the required documents that may be deemed necessary and as requested by DepEd;
4. Issue a certification that the BAC-TWG members who will perform QA for content meet the minimum qualification standards;
5. Shall not engage the services of DepEd personnel in the conduct of the QA activities;
6. Assign a main coordinator who will work closely with DepEd, monitor the completion of tasks of evaluators and report every last day of the workshop and as needed on the QA of assigned materials ensuring that the evaluation and review of assigned TXs and TMs are accomplished within the specified schedule;
7. Issue statement of accounts and other financial documents to facilitate payment; and

8. The service provider/s shall be assigned to evaluate, review the revised, and do the final review of TXs and TMs for content and language using the evaluation tools for Grades 2, 5, and 8 in all learning areas.

Learning Areas	No. of Sets/Lots of TX & TM	No. of Sets of TX & TM	No. of Sets of TX & TM
	Grade 2	Grade 5	Grade 8
1. English	5	5	5
2. Filipino	5	5	5
3. Mathematics	5	5	5
4. Science	n/a	5	5
5. GMRC/Values Education	5	5	5
6. Araling Panlipunan/MAKABANSA	5	5	5
7. EPP/TLE	n/a	5	5
8. Music and Arts	n/a	5	5
9. PE and Health	n/a	5	5

**PNU**, through the identified Learning Resource Evaluators (LREs), shall do the following:

1. Divulge personal information and sign an *oath of commitment* to ensure that the identified individuals have no conflict of interest and have no relationship up to the third degree of affinity or consanguinity with any of the publishers' development team members;
2. Maintain the confidentiality of all information arising out of or as a result of the work and shall not disclose or permit disclosure of said materials and other information acquired from DepEd, directly or indirectly, during this undertaking or at any time thereafter without proper authorization from DepEd;
3. The participants shall attend orientation sessions and participate in the in-person individual and team evaluation workshops and meetings (as necessary) to be conducted in every QA stage;
4. Evaluate and check whether the TXs and TMs are:
  - a. For Area 2: accurate in content, facts, computations, free from social content violations, and other errors in the texts and visuals (guided by the Area 2 *Evaluation Rating Sheets* (ERS) and DepEd Standards per Learning Area for Content Evaluation); and
  - b. For Area 4: accurate in terms of language and readability level (guided by the Area 4 ERS and DepEd Indicators for Language Evaluation).
5. Discuss with other teammates assigned the same sets of TXs and TMs the comments and findings and a consensus regarding the comments, revisions, and decisions to be made;
6. Submit on the agreed schedules the required outputs for every QA stage participated to the assigned DepEd facilitator;

7. Report consistently and update the form provided by DepEd to ensure the progress of the QA of the TXs and TMs;
8. Evaluate and review the set/s of TXs and TMs with the next lowest calculated price in case of failure of the assigned materials at any stage of the quality assurance. The evaluation shall proceed for the succeeding available set/s of materials until a set for the specific grade level and learning area passes the QA stages;
9. Write specific comments and recommendations on the margins of the assigned set/s of TXs and TMs;
10. Accomplish the appropriate *Evaluation Rating Sheet (ERS)* and the *Summary of Findings/Reports* required for each QA stage;
11. Discuss with Areas 1, 3, and 2 or 4 teammates and agree through consensus regarding the comments/findings made (if needed);
12. Assess the same set of TX and TM from QA stage 2 to stage 4. Otherwise, a new and additional set of material may be assigned to replace the disapproved TX and TM;
13. To ensure a thorough and complete evaluation, evaluators shall certify that the TX and TM evaluated and reviewed underwent the QA process and are ready for mass printing;
14. Present the evaluation report to the BAC members if required; and
15. Perform other tasks as requested for the completion of the project.

#### Article 4

#### **Monitoring and Evaluation**

- 4.1 The Bureau of Learning Resources shall monitor the compliance of **PNU** with its roles and responsibilities under this Agreement and the Terms of Reference, and oversee the overall implementation of the Project.
- 4.2 Should the evaluation be undertaken jointly by a PNU personnel and a DepEd personnel on a particular set of materials, both **Parties** shall be accountable for the evaluation results of said materials.

#### Article 5

#### **Payment**

- 5.1 Services of the **PNU** shall be paid based on the rate per page of the evaluated and reviewed learning resource. The rate per page shall be as follows:

Stage / Type of Learning Resources	Rate per Page for Content Review	Rate per Page for Language Review	Total Rate per Page

1. <b>Stage 2:</b> Area 2 and Area 4 Evaluation	P170	P150	P320
2. <b>Stage 3 and Stage 4:</b> Review of Revised and Final Review	P127.50 (75% of the amount from Stage 2)	P112.50 (75% of the amount from Stage 2)	P240

5.2 **PNU** shall **receive proportionately** from the budgeted amount of **Php110,563,200.00**. Payments shall be made after the submission of the outputs during the conduct of live-in workshops:

Item	No. of Lots and Sets of TXs and TMs	Amount (P)
<b>Stage 2</b> (Content Evaluation): For Areas 2 and 4  <b>Wave 1</b>	Required Number of lots/sets of TXs & TMs for procurement is <b>165 lots</b>  70% of 165 lots = <b>115 lots</b>  Expected Number of submissions is 115 lots x 2 sets/lot (LCB 1 & 2) = <b>230 sets of TXs &amp; TMs</b>	<b>57,724,800</b> (Inclusive of 20% mark up from the total amount per wave which represents Administrative Costs)
<b>Wave 2</b>	Estimated no. of lots for procurement after Wave 1: <b>100 lots</b>  70% of 100 lots = <b>70 lots</b>  70 lots x 2 sets/lot (LCB1 & 2) = <b>140 sets of TXs &amp; TMs</b>	<b>34,406,400</b> (Inclusive of 20% mark up from the total amount per wave which represents Administrative Costs)
<b>Stages 3 and 4</b> (Review of Revised or Final Review of Revised): For Areas 2 and 4	From 230 sets of TXs & TMs evaluated in Wave 1 & 2, the estimated no. of sets passed evaluation is <b>100 sets</b>	<b>18,432,000</b> (Inclusive of 20% mark up from the total amount per wave which represents Administrative Costs)
Approved Budget for the Contract (ABC)/Contract Price Total		<b>P110,563,200</b>

5.2.1 In case two or more service providers shall be engaged for this project the total ABC shall be broken down depending on the learning areas and or areas of evaluation where they shall serve as evaluators as follows:

For Areas 2 and 4 Content Evaluation and Learning Area (for Grades 2, 5, and 8)	Percentage (%) of the total ABC	ABC (amount in Pesos P) per Learning Area
1. English	15	16,584,480
2. Filipino	15	16,584,480

3. Math	15	16,584,480
4. Science	15	16,584,480
5. A.P.	10	11,056,320
6. GMRC/Values Educ.	10	11,056,320
7. M.A.	7	7,739,424
8. PEH	7	7,739,424
9. EPP/TLE	6	6,633,792
Total		<b>110,563,200</b>

5.3 **PNU** shall receive proportionately the total amount not higher than **Philippine Pesos One Hundred Ten Million, Five Hundred Sixty Three Thousand Two Hundred and 00/100 (Php110,563,200.00) only**, and shall be paid by the DepEd after submission of outputs during the live-in workshops or until all the required number of lots of TXs and TMs for procurement have been evaluated and passed DepEd standards. Payment shall be subject to government budgeting, accounting, auditing rules, regulations, and applicable laws.

Full payment shall be made upon issuance of a **Certificate of Completion** signifying 100% completion of submission of outputs for the sets of TXs and TMs after conduct of the workshop. Specifically:

5.3.1 **One hundred percent (100%)** payment of the amount equivalent to the total computed price per evaluated TX and TM upon submission of all required numbers of evaluated TXs and TMs, accomplished *ERS*, and *Summary of Findings* (if needed);

5.3.2 **One hundred percent (100%)** payment of the amount equivalent to the total computed price per final review of the revised TX and TM upon submission of the 100% final reviewed and signed off TXs and TMs; and

5.3.3 **Administrative costs** and other related expenses equivalent to 20% of the total payment made for the evaluation and final review of the sets of TXs and TMs shall be paid to the service provider/s upon 100% completion of the outputs. Administrative costs include payment on the use of service provider/s' facilities, equipment, service charges for administrative staff (e.g., encoders, liaisons, coordinators, and others), and costs for courier services.

Not included in the total payment of the service provider/s are the travel expenses and board and lodging incurred during the live-in workshops. These expenses shall be charged to BLR TBIMs Fund.

#### A. Milestone Accomplishments

The milestone accomplishments and terms of payment shall be as follows:

Milestone Accomplishment	Percentage from the Total Contract Price	Amount to be Paid (P)	Requirement
<u>Stage 2 (For Areas 2 and 4)</u>	100% of the amount of the actual	<b>92,131,200</b>	Signed Memorandum of Agreement (MOA)

<p><b>Every last day of the <i>Evaluation Workshops</i> (Stage 2)</b></p>	<p>evaluated TXs and TMs computed per page inclusive of 20% mark-up</p>		<ul style="list-style-type: none"> <li>• List of assigned BAC-TWG on content/LREs for Area 2 and Area 4</li> <li>• Evaluated TXs and TMs with marginal notes</li> <li>• Evaluation Rating Sheets (ERs)</li> <li>• Accomplished Team's Summary of Findings (if necessary)</li> </ul>
<p><b><u>Stages 3 &amp; 4:</u></b> (For Areas 2 and 4) <b>Every last day of the <i>Final Review Workshops</i> (Stage 4)</b></p>	<p>100% of the amount of the actual reviewed TXs and TMs computed per page inclusive of 20% mark-up</p>	<p><b>18,432,000</b></p>	<ul style="list-style-type: none"> <li>• Reviewed TXs and TMs with marginal notes or final reviewed and signed-off TXs and TMs</li> <li>• Accomplished Team's Summary of Findings</li> <li>• Specialty Clearance for approved sets of TXs and TMs that reached the final review</li> </ul>

Article 6

**Data Privacy, Security, and Non-Disclosure Clause**

- 6.1 Each party in the performance of their respective duties and responsibilities under this Agreement and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.
- 6.2 In the event that any personal data will be disclosed in relation to this Agreement, the party disclosing such personal data shall ensure that the required consent under the Privacy Laws have been obtained from the relevant data subjects. Each party hereby represents and warrants that it has obtained the required consent of its employees, personnel, contractors, agents, and representatives whose personal, sensitive and/or privileged information may be disclosed in connection with this Agreement.

Article 7

**Confidentiality**

- 7.1. The **Parties** shall not, during the term of this Agreement and even after its expiration, disclose any proprietary or confidential information relating to the



agreed terms or the organization and operations of the Parties without prior consent of the **DEPED**.

- 7.2 The **PNU** shall not use, make copy, record, duplicate any material or document acquired in the course of this Agreement without the prior written consent of **DEPED**, unless otherwise provided by law.
- 7.3 The **PNU** shall implement appropriate security procedures, mechanisms, and maintain and ensure the confidentiality of the learning resources during the evaluation and review period until final submission to DepEd-BLR.

## Article 8

### Amendments

- 8.1 Both **Parties** may recommend in writing any revision, amendment, or addition of any terms or conditions in this Agreement, without additional cost and/or burden to **DEPED**, subject to prior notification to the other Party, and shall be deemed approved when confirmed in writing. Such amendments or revisions shall have the same effect as the original Agreement and will form an integral part hereof. Any revision, amendment, or addition shall not prejudice the rights and obligations arising from or based on this Agreement before or up to the date of such revision, amendment, or addition. Any change, modification, or amendment of this Agreement shall be made in writing and signed by the duly authorized representatives of the **Parties**, subject to the requirement for amendment under RA No. 9184 and its 2016 Revised IRR.

## Article 9

### Miscellaneous Provisions

- 9.1 If any provision of this Agreement or any document executed in connection herewith is declared invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be declared invalid, illegal, or unenforceable as well as any agreements arising from the same shall not in any way be affected or impaired.
- 9.2 It is further stipulated and expressly understood that existing laws, guidelines, and rules and regulations shall be deemed to form part of this Agreement.

## Article 10

### Termination and Breach of Security

- 10.1 This Agreement may be terminated by a party due to the other party's non-performance of its roles and responsibilities and/or non-compliance with the provisions of this Agreement with immediate effect. **DEPED** may terminate

this Agreement for convenience upon its submission of a formal written notice to **PNU** at least thirty (30) days before the intended date of termination.

10.2 The **Parties** may mutually terminate this Agreement upon completion of all responsibilities as stated herein unless otherwise amended.

## Article 11

### Liquidated Damages

11.1 Liquidated damages shall be charged against the total contract price for every one (1) day delay in the submission of expected major accomplishment based on the prescribed period of work. For every day of delay in the submission/accomplishment of **major milestone**, an amount equivalent to  $\frac{1}{10}$  of 1% of the cost of the project shall be charged as liquidated damages.

Liquidated damages shall be applied for delays caused by BAC-TWG members or evaluators/reviewers, but **no** damages will be charged if the publishers or bidders are delayed in the submission and accomplishment of major milestone.

11.2 The **PNU** shall be liable for the damages for failure and/or delay in its performance of the services within the period specified in this Agreement. **DEPED** shall deduct from the contract price as liquidated damages, not by way of penalty, one-tenth (1/10) of one percent (1%) of the amount per page of the evaluated and reviewed learning resource for every day of delay in submission. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the contract price, **DEPED** may terminate this Agreement without prejudice to other courses of action and remedies available under the circumstances.

## Article 12

### Settlement of Disputes

12.1 The **Parties** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of this Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242, as amended, entitled "Prescribing the Procedure for Administrative Settlement or Adjudication of Disputes, Claims, and Controversies Between or Among Government Offices, Agencies, and Instrumentalities, Including Government-Owned or Controlled Corporations, and For Other Purposes" and Executive Order No. 292 or otherwise known as the "Administrative Code of 1987". Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

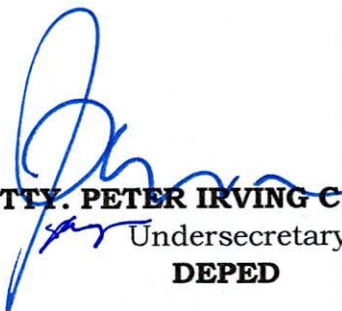
Article 13

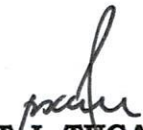
**Effectivity**

13.1 This Memorandum of Agreement shall take effect upon signing hereof and shall remain in full force and effect until completion of the Project, unless earlier terminated pursuant to the provisions of this Agreement or extended by the **Parties**.


**IN WITNESS WHEREOF**, the **Parties** to this Agreement have hereunto affixed their signatures on the day and year first above written.

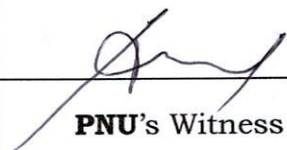
*SIGNED, SEALED AND DELIVERED BY:*

  
**ATTY. PETER IRVING C. CORVERA**  
Undersecretary  
**DEPED**

  
**BERT J. TUGA, Ph.D.**  
President  
**PNU**

*SIGNED IN THE PRESENCE OF:*

  
\_\_\_\_\_  
**DEPED's Witness**

  
\_\_\_\_\_  
**PNU's Witness**

*CERTIFIED FUNDS AVAILABLE:* ₱ 110,563,200-

  
**MA. RHUNNA L. CATALAN**  
Chief Accountant

\_\_\_\_\_  
Chief Accountant

REPUBLIC OF THE PHILIPPINES)  
PASIG CITY, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in PASIG CITY, Philippines,  
this \_\_\_\_ day of DEC 28 2024 2024 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**

*(Number, Issued On, Issued By)*

**ATTY. PETER IRVING C. CORVERA**  
Undersecretary  
DEPED

Driver's License No. F03-89-052203

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a MEMORANDUM OF AGREEMENT consisting of thirteen (13) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

**WITNESS MY HAND AND SEAL** on the date and place first above written.

NOTARY PUBLIC

*AC*  
Christopher C. Sandico  
Commission No. 29 (2023-2024)  
Notary Public for Pasig, Pateros and San Juan  
Until December 31, 2024  
27 Duhat St. Valle Verde 1, Brgy. Ugong Pasig City  
Roll No. 50321  
PTR No. 8141299; 1-21-2022; Pasig City  
IBP No. 5326 (lifetime) Rizal

Doc. No. 445;  
Page No. 90;  
Book No. VII;  
Series of 2024.

REPUBLIC OF THE PHILIPPINES)  
PASIG CITY, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in PASIG CITY, Philippines,  
this \_\_\_\_ day of DEC 28 2024 2024 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**

*(Number, Issued On, Issued By)*

**BERT J. TUGA, Ph.D.**  
President  
Philippine Normal University (PNU)

P0712058B - 18 Feb. 2019 - DFA Manila

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NOTARY PUBLIC

*[Signature]*  
**Christopher C. Sandico**  
Commission No. 29 (2023-2024)  
Notary Public for Pasig, Pateros and San Juan  
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