



**PROJECT:** Procurement of Services for the Quality Assurance of Textbooks and Teacher's Manuals (TXs & TMs)  
**CONTRACT NO.:** 2024-BLR3(001)-BI-NPAA001a-M001

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is made and entered into and executed this 14 day of MAR 14 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 and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA**, 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 *Procurement of Services for the Quality Assurance of Textbooks and Teacher's Manuals (TXs & TMs)* project hereafter;

**WHEREAS**, the Philippine Normal University (PNU), through the Research Center for Teacher Quality (RCTQ), 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;

MARILYN U. BALAGTAS, Ph.D.  
 PNU's Witness

BERT J. TUGA, Ph.D.  
 PNU

ARIZ DELSON ACAY D. CAWILAN  
 DEPED's Witness

ATTY. MICHAEL WESLEY T. POA  
 DEPED

**WHEREAS**, the services of **PNU** were procured by **DEPED** through BLR, under Resolution to Award No. **2024-BLR3(001)-BI-NPAA-001a** dated February 22, 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 maximum of **NINETY (90) calendar days**. 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 Seventy-Two Million, Four Hundred Thirty-Two Thousand and 00/100 (Php72,432,000.00) 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 quality assurance (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 learning resource standards;
4. Manage the live-in workshops for the conduct of the QA stages to be participated in by the identified evaluators;

MARILYN M. BALAGTAG, PhD  
PNU's Witness

BERT J. TUGA, Ph.D.  
PNU

ARIZ DELSONACAY D. CAVILAN  
DEPED's Witness

ATTY. MICHAEL WESLEY T. POA  
DEPED

5. Orient the QA teams (e.g., evaluators and reviewers, and others) 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 QA of TXs and TMs and ensure timely payment for the services rendered upon the issuance of Certificate of Completion; and
9. Exert due diligence and good faith in its commitment under this Agreement and adopt all reasonable measures to achieve the objectives of the same.

*Marilyn B. Blazakis*  
 MARILYN B. BLAZAKIS, PhD  
 PNU's Witness

*Bert J. Tuga*  
 BERT J. TUGA, Ph.D  
 PNU

*Ariz Delson Acay D. Cawilan*  
 ARIZ DELSON ACAY D. CAWILAN  
 DEPED's Witness

*Michael Wesley T. POA*  
 ATTY. MICHAEL WESLEY T. POA  
 DEPED

**PNU's Roles and Responsibilities**

**PNU**, through the Research Center for Teacher Quality, shall do the following:

1. Shall not sub-contract the services of other colleges, universities, or institutions in the conduct of the QA activities;
2. Issue a certification that the BAC-TWG members who will perform QA for content meet the minimum qualification standards;
3. 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;
4. Shall not engage the services of DepEd personnel in the conduct of the QA activities;
5. Divulge personal information and sign an *Oath of Commitment* to ensure that 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;
6. Assign a main coordinator who will work closely with DepEd and report monthly or frequently as needed on the quality assurance (QA) of materials;
7. 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;
8. Attend orientation sessions and participate in the in-person individual and team evaluation workshops to be conducted in every QA stage;
9. Evaluate and check whether the TXs and TMs are:

  
MARILYN A. BALAGTAS, PhD  
PNU's Witness

  
BERT J. TUGA, Ph.D  
PNU

  
ARIZ DELSON ACAY D. CAWILAN  
DEPED's Witness

  
ATTY. MICHAEL WESLEY T. POA  
DEPED

- For Area 2: accurate in content, facts, computations, and 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).
  - Area 4: accurate in terms of language and readability level (guided by the Area 4 *ERS* and DepEd Indicators for Language Evaluation)
10. Discuss with other teammates assigned the same sets of TXs and TMs the comments and findings and agree through consensus regarding the comments, revisions, and decisions to be made;
  11. Submit on the agreed schedules the required outputs for every QA stage participated to the assigned DepEd facilitator;
  12. Report consistently and update the form provided by DepEd to ensure the progress of the QA of the TXs and TMs;
  13. 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 QA. 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;
  14. Write specific comments and recommendations on the margins of the assigned set/s of TXs and TMs;
  15. Accomplish the appropriate Evaluation Rating Sheet (ERS) and the *summary of findings/reports* required for each QA stage;
  16. Discuss with Areas 1, 3, and 2 or 4 teammates and agree through consensus regarding the comments/findings made (if needed);
  17. Assess the same set of TX and TM from QA stage 1 to stage 4. Otherwise, a new and additional set of material shall be assigned to replace the disapproved TX and TM;
  18. Present the evaluation report to the BAC members if required.
  19. Perform other tasks as requested for the completion of the project; and
  20. Exert due diligence and good faith in its commitment under this Agreement and adopt all reasonable measures to achieve the objectives of the same.

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.

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	Php170.00	Php150.00	Php320.00
2. <b>Stage 3 and Stage 4:</b> Review of Revised and Final Review	Php127.50 (75% of the amount from Stage 2)	Php112.50 (75% of the amount from Stage 2)	Php240.00

5.2 **PNU** shall **receive proportionately** from the budgeted amount of **Php72,432,000.00**. Payments shall be made after the submission of the outputs during the conduct of live-in workshops:

Item	No. of Sets of TXs and TMs	Amount
<b>Stages 1 &amp; 2: For Area 2 &amp; Area 4</b>		
Round 1	20 sets x 5 lots (Areas 2 & 4 evaluation) = 100 sets	Php28,080,000.00 (inclusive of 20% mark up from the total amount per round)
Round 2	12 (42% of 20 sets) x 5 lots = 60 sets	Php16,128,000.00 (inclusive of 20% mark up from the total amount per round)
Round 3	6 (20% of 20 sets) x 5 lots = 30 sets	Php8,064,000.00 (inclusive of 20% mark up from the total amount per round)

*[Signature]*  
MARILYN U. BALAGTAS, PhD  
PNU's Witness

*[Signature]*  
BERT J. TUGA, Ph.D  
PNU

*[Signature]*  
ARIZ DELSON ACAY D. CAWILAN  
DEPED's Witness

*[Signature]*  
ATTY. MICHAEL WESLEY T. POA  
DEPED

MARILYN U. BUSTAS, Ph.D  
PNU's Witness

BERT J. TUGA, Ph.D  
PNU

ARIZ DELSONACAY D. CAWILAN  
DEPED's Witness

ATTY. MICHAEL WHISLEY T. POA  
DEPED

<b>Stages 3 and 4 For Area 2 &amp; Area 4</b>	20 sets x 5 lots (Areas 2 & 4 evaluation) =100 sets	Php20,160,000.00 (inclusive of 20% mark up from the total amount per round)
Approved Budget for the Contract (ABC)/Contract Price Total		<b>Php72,432,000.00</b>

5.3 PNU shall receive proportionately the total amount not higher than **Philippines Pesos Seventy-Two Million, Four Hundred Thirty-Two Thousand and 00/100 (Php72,432,000.00) only**, and shall be paid by the DepEd after submission of outputs during the live-in workshops. 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:

- 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)*;
- 2. One hundred percent (100%)** payment of the amount equivalent to the total computed price per review of revised TX and TM upon submission of the 100% reviewed TXs and TMs and *Summary of Findings*; and
- 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 during the live-in workshops.

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.

**A. Milestone Accomplishments**

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

<b>Milestone Accomplishment</b>	<b>Percentage from the Total Contract Price</b>	<b>Amount to be Paid</b>	<b>Requirement</b>
<b>Stages 1 &amp; 2 (For Areas 2 and 4)</b> <b>Every last day of the Evaluation</b>	100% of the amount of the actual evaluated TXs and TMs computed per page	Php52,272,000.00	Signed Memorandum of Agreement (MOA)  • List of LREs for Area 2 and Area 4

*Marilyn U. Balagtas, PhD*  
MARILYN U. BALAGTAS, PH.D  
PNU's Witness

*Bert J. Tuga, Ph.D*  
BERT J. TUGA, Ph.D  
PNU

*Ariz Delson Acay D. Cavilan*  
ARIZ DELSON ACAY D. CAVILAN  
DEPED's Witness

*Att. Michael Wesley T. POA*  
ATTY. MICHAEL WESLEY T. POA  
DEPED

<b>Workshops (Stage 2)</b>	Inclusive of 20% mark-up		<ul style="list-style-type: none"><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>
<b>Stages 3 &amp; 4: (For Areas 2 and 4)</b> <b>Every last day of the Final Review Workshops (Stage 4)</b>	100% of the amount of the actual reviewed TXs and TMs computed per page Inclusive of 20% mark-up	PhP20,160,000.00	<ul style="list-style-type: none"><li>• Review of Revised TXs and TMs with marginal notes or Final Review with 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.

*Marilyn U. Balagtas, PhD*  
Marilyn U. Balagtas, PhD  
PNU's Witness

*Bert J. Tuga, Ph.D*  
Bert J. Tuga, Ph.D  
PNU

*Ariz Delson Acay D. Cawilan*  
Ariz Delson Acay D. Cawilan  
DEPED's Witness

*Michael Wesley T. POA*  
Michael Wesley T. POA  
DEPED



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. Any of the **Parties** may terminate this Agreement upon submission of a formal written notice to the other Party at least thirty (30) days before the intended date of termination. The Party served with such notice shall make a response setting forth their acceptance or disagreement.
- 10.2 The **Parties** may mutually and automatically terminate this Agreement upon completion of all responsibilities as stated herein unless otherwise amended.

Article 11

**Liquidated Damages**

11.1 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.

MARILYN D. BALACITAS, PND  
PNU's Witness

ARIZ DELSON ACAYD. CAWILAN  
BERT J. TUGA, Ph.D  
PNU  
DEPED's Witness

ATTY. MICHAEL WESLEY T. POA  
DEPED

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. MICHAEL WESLEY T. POA**  
Undersecretary and Chief of Staff  
**DEPED**

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

*SIGNED IN THE PRESENCE OF:*

  
**ARIZ DELSON ACAY D. CAWILAN**  
Director IV  
**DEPED's Witness**  
Bureau of Learning Resources

  
**MARILYN U. BALAGTAS, PhD**  
**PNU's Witness**

**CERTIFIED FUNDS AVAILABLE:** 72,432,000 -

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

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for MANILA, Philippines,  
this \_\_\_\_ day of MAR 13, 2024 2024 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**

*(Number, Issued On, Issued By)*

**ATTY. MICHAEL WESLEY T. POA**  
Undersecretary and Chief of Staff  
DEPED

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 twelve (12) 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

**ATTY. MA. ELICA JONALYN A. BARQUEZ, CPA**  
Notary Public - City of Manila  
Commission No. 2024-043 valid from 02/23/2024 until 12/31/25  
YMCA Manila Complex, No. 350 A.J. Villegas St., Ermita, Manila  
Roll of Attorney No. 62394  
IBP Lifetime No. 019343, 01-15-2017, IBP Manila 1  
MCLE Compliance No. VIII-0002724, 06-03-2023, MCLEO-Pasig  
PTR No. MLA 1535996-1-05-2024, Manila City  
Contact No. (02)8400-9519

Doc. No. 129 ;  
Page No. 26 ;  
Book No. XIII ;  
Series of 2024.

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for **MANILA**, Philippines,  
this \_\_\_\_ day of ~~MAR 3~~ MAR 3, 2024 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**

*(Number, Issued On, Issued By)*

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

PO 4126580, Feb. 18, 2019, DFA Manila

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 twelve (12) 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**

**ATTY. MA. ELISA JONALYN A. BARQUEZ, CPA**  
Notary Public - City of Manila  
Commission No. 2024-043 valid from 02/23/2024 until 12/31/25  
YMCA Manila Complex, No. 330 A. J. Villegas St., Ermita, Manila  
Roll of Attorney No. 62394  
IBP Lifetime No. 019343, 01-15-2017, IBP Manila 1  
MCLE Compliance No. VIII-0002724, 06-05-2023, MCLEO-Pasig  
PTR No. MLA 1535996-1-05-2024, Manila City  
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