



PROJECT: Procurement of Services on the Development of Learning Resources (LRs) for the Pilot Implementation of the MATATAG Curriculum
CONTRACT NO.: 2023c-BLR2(O37)-BI-NPAA076a-M004

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into and executed this day of DEC 29 2023 20 , by and between:

The **DEPARTMENT OF EDUCATION (DEPED)**, a government agency of the Republic of the Philippines with office address at DepEd Complex, Meralco Avenue, Pasig City, Metro Manila, represented herein by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA**, as per Office Order OO-OSEC-2023-267, dated 17 October 2023;

- 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. _____ dated _____;

DEPED and **PNU** shall be collectively called "**Parties**";

WITNESSETH:

WHEREAS, the Department of Education (DEPED), through the Bureau of Learning Resources (BLR), is mandated to provide quality assured learning resources (LRs) to be utilized in the pilot implementation of the K to Grade 10 MATATAG Curriculum;

WHEREAS, in pursuit of the said mandate, **DEPED** needs to engage a service provider for the *Procurement of Services on the Development of Learning Resources (LRs) for the Pilot Implementation of the MATATAG Curriculum* 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 of the revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184.

WHEREAS, Negotiated Procurement – Agency to Agency is provided under Section 53.5 of the 2016 revised IRR of RA No. 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;

WHEREAS, the services of **PNU** were procured by **DEPED** through BLR, under Resolution to Award No. 2023c-BLR2(O37)-BI-NPAA-076 dated December 18, 2023;

[Signature]
 PNU's Witness

[Signature]
 BERT J. TUGA, Ph.D.
 PNU
 ARIZ DELSON ACAY D. CAVILAN
 DEPED's Witness

[Signature]
 ATTY. MICHAEL WESLEY T. POA
 DEPED

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 contract shall be in effect for **five (5) months, which shall commence on _____, 2023 until May 30, 2024**. 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 of 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 which total amount shall not exceed **Philippine Pesos Forty-nine million one hundred forty thousand (PhP49,140,000.00)**, 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, shall do the following:

- a) Prepare all documents relevant to the project (i.e., agency-to-agency procurement documents, MATATAG K to 10 Curriculum Guides);
- b) Assign a coordinator who will work closely with PNU and provide necessary assistance on the development and quality assurance (QA) of materials;
- c) Provide the PNU with the DepEd standards and requirements such as the technical specifications, social content guidelines, curriculum guide, and other DepEd learning resource standards;
- d) Monitor the progress of development and quality assurance of the materials;
- e) Determine the appropriate mode/s of production and distribution of the final materials (i.e., Uploading to DepEd LR Portal, printing, and distribution);


PNU's Witness


BERT J. YUGA, Ph.D
PNU


ARIZ DELSA ACAY D. CAVILAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

- f) Facilitate the gathering and consolidating of feedback on LRs from the identified pilot implementing schools for transmittal to PNU;
- g) Orient the development teams (e.g., writers, editors, reviewers, illustrators, layout artists, and others) and quality assurance teams on the DepEd development and quality assurance standards and requirements; and
- h) Pay PNU the approved cost for the development and quality assurance of learning resources and ensure timely payment for the services rendered upon the issuance of Certificate of Completion.


 PNU's Witness

PNU's Roles and Responsibilities

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

- a) Submit to DepEd the list of development team members who will create, revise, and finalize the required sets of LRs for the identified grade levels and learning areas immediately upon approval of the MOA;
- b) Assign a main coordinator who will work closely with DepEd and report monthly or frequently as needed on the development and quality assurance of materials;
- c) Develop the required sets of LRs for the identified grade levels and learning areas;
- d) Ensure compliance with the curriculum guides, technical specifications, social content guidelines, and other DepEd standards;
- e) Address comments and recommended revisions, and incorporate corrections to the materials, if any, from the duly appointed evaluators;
- f) Submit to DepEd immediately upon approval of the MOA the list of QA team members who will evaluate the required sets of LRs for the identified grade levels and learning areas. Members of a QA team must not be members of the development team of the sets of LRs to be reviewed;
- g) Undertake content, language, and format review of the LRs and provide comments, proposed revisions, and corrections, if any, to the development teams and ensure that developed LRs are free from copyright infringement;
- h) Provide support services and facilities as may be necessary to fulfill the requirement of the project including but not limited to the engagement of development and quality assurance teams, provision of staff support, their fees and other remunerations, office space, facilities, and equipment, as required, during the development and quality assurance of LRs;



BERT J. TUGA, Ph.D.
 PNU


ARIZ DELSOL AGAT D. CABALLAN
 DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
 DEPED


W.P.D. JONES
PNU's Witness


ARIZ DESCH
ARIZ DESCH ACAY D. CAVILAN-BERT TUGA, Ph.D
PNU
DEPED's Witness


MICHAEL WESLEY T. POA
DEPED

- i) Attend meetings relative to this project as requested by DepEd;
- j) Obtain all relevant permits, licenses, or clearances that may be required for the project;
- k) Sign and submit to DepEd on every milestone accomplishment schedule as stipulated in the attached terms of reference (TOR) the specialty clearance for the finalized LRs;
- l) Report monthly or weekly (if necessary) to DepEd the progress of development and quality assurance of the materials;
- m) Submit the sets of LRs in final, ready-to-print form, including pertinent documents, files, and other externals essential to the final form to DepEd in accordance with the schedule of the milestone accomplishments as stipulated in the attached TOR. The TOR is deemed an integral part of this MOA;
- n) Respond within two weeks from receipt of the feedback gathered by DepEd BLR from the pilot implementing schools and immediately incorporate the necessary revisions;
- o) Submit to DepEd in accordance with the schedules in the milestone accomplishments as stipulated in the attached TOR the updated LRs based on feedback during the pilot implementation in order to meet project timelines and deadlines;
- p) Maintain the confidentiality of all information arising out or as a result of the work and shall not disclose or permit disclosure of said LRs and pertinent and inclusive information acquired from the DepEd, directly or indirectly, during this undertaking or at any time thereafter without proper authorization from DepEd;
- q) Perform all other services necessary for the completion of the project; and
- r) In the event the PNU involves the services of authorized DepEd personnel as members of the development team, quality assurance team, or as validators, it shall ensure that these personnel perform tasks outside their regular working hours and are properly remunerated.

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 Payment for services of the **PNU** shall be based on the rate per learning package of as indicated in the Terms of Reference detailed as follows:

Item	Amount	No. of Learning Package	Total
Development Fee	650,000.00	63 sets	40,950,000.00
Administrative Costs and Other Related Expenses	20% mark-up from the total amount of development fees		8,190,000.00
Approved Budget for the Contract (ABC)/Contract Price Total			PhP49,140,000.00

5.2 Full payment shall be made upon issuance of a Certificate of Completion signifying 100% completion of submission of final, quality-assured, and ready-to-print learning resources. Specifically:

1. **Fifteen 15 percent (15%)** advance payment of the amount equivalent to the total approved budget for the contract (ABC) inclusive of the tax remuneration upon approval of the MOA and submission of the following:
 - **an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank. This irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the goods are delivered, and shall be accompanied by a claim for advance payment;** and
 - the lists of development and quality assurance teams.Refer to the details of payment on pages 11 and 12 of the attached TOR;
2. **Twenty-five percent (25%)** payment of the amount equivalent to the total ABC of the sets of materials submitted by the PNU and accepted by the DepEd-BLR, inclusive of the development fees, administrative costs, and tax remuneration upon submission of all ready-to-print set 1 LEs and WSs and other requirements. The 25% shall be apportioned to 10% and 15%, respectively, upon submission of the requirements as indicated in the milestone accomplishment matrix on pages 11 and 12 of the attached TOR. This second payment is considered a major milestone;
3. **Twenty-five percent (25%)** payment of the amount equivalent to the total ABC of the sets of materials submitted by the PNU and accepted by the DepEd-BLR, inclusive of the development fees,


ARIZ DELSA ACAY D. CABILAN
DEPED's Witness


BERT J. TUGA, Ph.D
PNU


ATTY. MICHAEL WESLEY T. POA
DEPED


ATTY. MICHAEL WESLEY T. POA
DEPED

administrative costs, and tax remuneration upon submission of all ready-to-print set 2 of LEs and WSs, updated set 1 LEs and WSs (**if any**), and other requirements. The 25% shall be apportioned to 10% and 15%, respectively, upon submission of the requirements as indicated in the milestone accomplishment matrix on pages 11 and 12 of the attached TOR. This third payment is also considered a major milestone;

4. **Twenty-five percent (25%)** payment of the amount equivalent to the total ABC of the sets of materials submitted by the PNU and accepted by the DepEd-BLR, inclusive of development fees, administrative costs, and tax remuneration upon submission of all ready-to-print set 3 LEs and WSs, updated set 2 LEs and WSs (**if any**), and other requirements. The 25% shall be apportioned to 10% and 15%, respectively, upon submission of the requirements as indicated in the milestone accomplishment matrix on pages 11 and 12 of the attached TOR. This payment is the last major milestone;
5. **Ten percent (10%) payment** of the amount equivalent to the total (ABC) of the sets of materials submitted by the PNU and accepted by the DepEd-BLR, inclusive of development fees, administrative cost, and tax remuneration upon submission of the final revised set 3 LEs and WSs (if any), and other requirements. The 10% shall be apportioned to 5% and 5%, respectively, upon submission of the requirements as indicated in the milestone accomplishment matrix on pages 11 and 12 of the attached TOR.

Liquidated damages in an amount equivalent to 1/10 of 1% of the cost of the unperformed portion of the contract shall be charged for every day of 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 a **major milestone**, an amount equivalent to 1/10 of 1% of the cost of the project shall be charged as liquidated damage.

Article 6


Data Privacy, Security and Non-Disclosure Clause

- 6.1 The **Parties** shall comply with the applicable provisions of Republic Act No. 10173 or the Data Privacy Act of 2012, its Implementing Rules and Regulations, and the issuances and circulars of the National Privacy Commission, as well as other applicable personal privacy and security laws and regulations ("Privacy Laws"). The **Parties** shall, at all times, implement the appropriate and reasonable level of organizational, physical, and technical security measures to ensure the confidentiality, integrity, and availability of any personal data that might be processed pursuant to this Agreement.
- 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


Wanda A. Jansona
PNU's Witness


BERT J. TUGA, Ph.D
PNU


ARIZ DELA CRUZ, D. CANTILLAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED


James A. Verbaan
PNU's Witness

required consents under the Privacy Laws have been obtained from the relevant data subjects. Each party hereby represents and warrants that it has obtained the required consents 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


Bert J. Tuga, Ph.D.
PNU

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.


Ariz Demson Acay D. Cawilan
DEPED's Witness

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


Atty. Michael Wesley T. Poa
DEPED

8.1. 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 contract amendment under R.A. 9184 and its Implementing Rules and Regulations.

Article 9

Miscellaneous Provisions

9.1. If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.

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.
- 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 developed learning package 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 open to it.

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 and Executive Order No. 292. 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**.

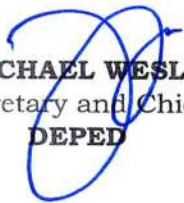
IN WITNESS WHEREOF, the **Parties** to this Agreement have hereunto affixed their signatures on the day and year first above written.

[Signature]
 PNU's Witness

[Signature]
 ARIZ DELSON ACAY D. CAVILAN, Ph.D.
 PNU
 DEPED's Witness

[Signature]
 ATTY. MICHAEL WESLEY T. POA
 DEPED

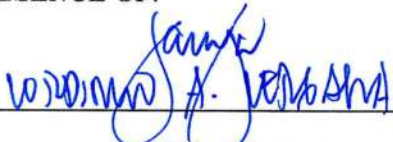
SIGNED, SEALED AND DELIVERED BY:


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


BERT J. TUGA, Ph.D.
President
PNU

SIGNED IN THE PRESENCE OF:


ARIZ NELSON KAY D. CANILAN
DEPED's Witness


WILSON A. VERDARA
PNU's Witness

CERTIFIED FUNDS AVAILABLE: ₱49,140,000.00


MA. RHUNNA L. CATALAN
Chief Accountant

Chief Accountant

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines,
this ____ day of 29 DEC 2023 2023 personally appeared:

NAME
Atty. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
Driver's License No. 2 - 08 - 0044162

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of five (5) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC

Doc. No. 52 ;
Page No. 12 ;
Book No. 1 ;
Series of 2023.



Jose Miguel A. Fernandez
Attorney's Roll No. 52523
Unit 503 Taipan Place, F. Ortigas Jr. Road, Pasig City
Notary Public for Pasig City
Appointment No. 181 (2022-2023)
IBP N^o 3085 (01-27-27), RSM
PTR N^o 10179679 (01-24-23) Pasig City

REPUBLIC OF THE PHILIPPINES)
_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for MANILA, Philippines,
this ____ day of _____ 2023 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

BERT J. TUGA, Ph.D.
President
Philippine Normal University

P0712658 B - 18 Feb. 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 eleven (11) 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

Doc. No. 44 ;
Page No. 9 ;
Book No. XIII ;
Series of 2023.


ATTY. MA. ELISA JONALYN A. BARQUEZ, CPA
Notary Public - City of Manila
Commission No. 2022-053 valid from 7/1/2022 until 12/31/23
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. VII-0002920, 04-26-2021, MCLEO-Pasig
PTR No. MLA 0846582, 01-06-2023, Manila City
Contact No. (02)8400-9519