dap

MAGDALENA L. MENDOZA
Senior Vice-President for Programs

MAJAH-LEAH V. RAVAGO, PhD
President and CEO

TERESO O. PANGA
Director General

MARIA VERONICA F. MAGSINO
Deputy Director General

MEMORANDUM OF AGREEMENT

Know All Persons By These Presents:

This Memorandum of Agreement ("Agreement") is made and entered into this 1 JUN 25 day of _____ 2024 by and between:

The **PHILIPPINE ECONOMIC ZONE AUTHORITY**, a government corporation created and operating under Republic Act No. 7916, as amended, with office address at the 10th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City, represented herein by its Director General, **TERESO O. PANGA**, duly authorized to represent and sign this Agreement under Board Resolution No. 17-148, a copy of which is hereto attached as **Annex "A"**, and hereinafter referred to as **"PEZA"**,

and

The **DEVELOPMENT ACADEMY OF THE PHILIPPINES**, a government-owned and -controlled corporation duly organized and existing under and by virtue of Presidential Decree No. 205, as amended, with principal office address at the DAP Building, San Miguel Avenue, Ortigas Center, Pasig City, represented herein by its President and Chief Executive Officer, **MAJAH-LEAH V. RAVAGO, PhD**, duly authorized to represent and sign this Agreement under Referendum No. 01, series of 1999, signed and approved by the Board of Trustees, a copy of which is hereto attached as **Annex "B"**, and hereinafter referred to as the **"DAP"**.

The **PEZA** and the **DAP** shall be hereinafter referred to individually as "the Party" and collectively as "the Parties".

- WITNESSETH, that -

WHEREAS, the **PEZA** is the principal government agency mandated to operate, administer, manage and develop special economic zones in accordance with Republic Act (RA) No. 7916, as amended, or "The Special Economic Zone Act of 1995";

WHEREAS, the **DAP** is mandated by law to, among other things, capacitate individuals and develop stakeholder organizations in government, the private sector, civil society, academe, and international organizations to perform their respective roles and mandates in development more efficiently and effectively. It is also mandated to promote partnerships and facilitate the integration of policies, plans, programs, and systems towards a holistic perspective, through the conduct of training, education, policy/action-oriented research, consulting/technical assistance, and publications in good governance and productivity improvement;

WHEREAS, the **PEZA** intends to strategically align and cascade its Strategic Plan to its executing groups and offices, thus clarifying the performance commitments of the delivery units;

WHEREAS, RA No. 9184, otherwise known as the Government Procurement Reform Act and its Updated 2016 Revised Implementing Rules and Regulations, as amended or modified by RA No. 12009, allows the procurement of goods and services from one agency of the government to another, provided that the conditions and procedures required by the said law and its implementing rules are complied with, including the execution of a Memorandum of Agreement (MOA);

WHEREAS, the **PEZA**, through its Bids and Awards Committee (BAC), issued BAC Resolution No. 2024-16 recommending the services of the **DAP** for the conduct of the project under an Agency-to-Agency engagement. The BAC Resolution is attached herewith as **Annex "C"**;

WHEREAS, the **DAP** possesses the expertise required to perform the project as described herein;

CERTIFIED COPY
VIVIAN C. TOLEDO

OFFICE OF THE AUDITOR
COA-PEZA
RECEIVED
OCT 21 2024
BY: Princess TIME: 4:21 PM

WHEREAS, the **DAP** has signified its intention to extend its services and expertise in the said project, to which the **PEZA** has accepted;

WHEREAS, the aforementioned Parties all pledge to extend their full cooperation for the effective and efficient implementation of the aforesaid project;

WHEREAS, the **DAP** and the **PEZA** have mutually agreed to enter into a MOA;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties agree as follows:

Section 1. **SCOPE OF WORK/DESCRIPTION OF THE PROJECT**

The Parties hereby undertake to perform the project entitled: **Technical Assistance on Cascading the Philippine Economic Zone Authority Strategic Plan to Drive Organizational Performance**, more particularly described in the Project Proposal attached hereto and made an integral part hereof as **Annex "D"**.

Section 2. **OBLIGATIONS OF THE DAP**

The **DAP** shall:

2.1. Constitute a Project Team to work on the project deliverables and designate a Project Manager to serve as lead coordinator with the **PEZA** counterpart;
2.2. Facilitate and manage the actual conduct of the workshops as per agreed schedule;
2.3. Submit the **PEZA** milestone reports indicated in Section 4; and
2.4. Issue an Official Receipt after every payment made by the **PEZA**.

Section 3. **OBLIGATIONS OF THE PEZA**

The **PEZA** shall:

3.1. Identify a focal person/office/unit to coordinate project activities with the **DAP** and help secure output commitments from identified participants or group/department/division;
3.2. Provide relevant documents and/or references necessary for the successful conduct of the technical assistance;
3.3. Provide logistical requirements of the project's on-site or virtual activities such as venue, accommodation, transportation, equipment, supplies, printing of materials and kits, meals and snacks of participants and resource persons, including hosting of virtual activities, and other health and safety protocols/tests as applicable;
3.4. Invite and ensure participation of target participants/officers for the workshops;
3.5. Upon receipt of the billing statement from the **DAP**, the **PEZA** shall pay the corresponding amount in accordance with the duly approved Project Proposal; and
3.6. Issue a Certificate of Project Deliverable Accepted for every output submitted and a Certificate of Project Closure at the end of the project, templates of which will be provided by the **DAP**.

Section 4. **CONTACT POINTS**

The Parties agree to designate their respective representatives, to be known as the Contact Points, who shall be primarily responsible for the implementation of this Agreement.

PEZA Contact Point	DAP Contact Point
Name: Vivian C. Toledo Designation: Group Manager Address: DD Meridian Park, Macapagal Ave., Pasay City Contact Number: (02) 8551-3451 Loc 331 Email: vivian.toledo@peza.gov.ph	Name: Merriam P. Dy Designation: Project Officer I Address: DAP Bldg., San Miguel Ave., Ortigas Center, Pasig City Contact Number: 0917-126-9264 Email: dym@dap.edu.ph

MAGDALENA L. MENDOZA
Senior Vice-President for Programs

MAJA LEAH V. RAVAGO, PhD
President and CEO

TERESO O. PANGA
Director General

MARIA VERONICA F. MAGSINO
Deputy Director General

CERTIFIED COPY
IVAN C. TOLEDO

OFFICE OF THE AUDITOR
COA-PEZA
RECEIVED
OCT 21 2024
BY: Princess TIME: 4:21 PM

MAGDALENA L. MENDOZA
Senior Vice-President for Programs

MAJAH-LIAH V. RAVAGO, PhD
President and CEO

TERESO O. PANGA
Director General

MARIA VERONICA F. MAGSINO
Deputy Director General

Section 5. **STATEMENT OF CONSIDERATION (Fees)**

For and in consideration of the services of the **DAP**, the **PEZA** shall pay the **DAP** the sum of **TWO MILLION FIVE HUNDRED THOUSAND PESOS (PHP 2,500,000.00)**, inclusive of applicable taxes such as the 12% VAT, payable as follows:

TRANCHE	CONDITION	AMOUNT
1st Tranche (10%)	Upon conduct of Inception Meeting and submission of Inception Report	PHP 250,000.00
2nd Tranche (30%)	Upon conduct of Component 1 and submission of Report containing component outputs	PHP 750,000.00
3rd Tranche (30%)	Upon conduct of Component 2 and submission of Report containing component outputs	PHP 750,000.00
4th Tranche (30%)	Upon conduct of Component 3 and submission of Report containing component outputs	PHP 750,000.00
TOTAL		**PHP 2,500,000.00**

For the complete and satisfactory performance of the required services under each tranche, and upon submission of the required documents for the processing of payments, the **PEZA** shall pay the **DAP** the above-mentioned amounts. In case of online transfers, any applicable bank charges or fees shall be for the account of the **DAP**.

A Certificate of Availability of Funds (**CAF**) duly signed by the Chief Accountant of the **PEZA** is hereto attached and marked as **Annex "E"** and made an integral part of this Agreement.

Section 6. **TAXES AND LICENSES**

6.1. The 12% VAT due to the government, if any, shall be paid by the **DAP**.
6.2. The **PEZA** shall withhold the applicable withholding tax, if any, and shall remit the same to the BIR for the account and credit of the **DAP**. The **PEZA** shall provide the **DAP** with a certification of tax withheld after the remittance by the **PEZA** of the said tax to the BIR.
6.3. All amounts, claims, and expenses pertaining to licenses, permits, registration or renewals thereof required by any government agency/entity for the services performed under this Agreement shall be for the exclusive account of the **PEZA**.

Section 7. **WARRANTIES AND REPRESENTATIONS**

Each Party hereby warrants and represents that:

7.1. There are no actions, suits, or proceedings pending or, to the best of its knowledge, threatened, which may have material adverse effects on its ability to fulfill its obligations under this Agreement or on the operations, business, properties, assets or business condition.
7.2. It has secured all the necessary government licenses and permits to allow it to render the obligations agreed upon in this Agreement and that it is free from any liability or adverse claims, of every nature and description that would prevent or hinder it from rendering the said obligations.

Section 8. **CONFIDENTIALITY**

8.1. Each **Party** agrees not to disclose to any person or third-party any non-public, confidential, or proprietary information it may have access to during the course of this Agreement related to the other **Party**, whether written or oral, and regardless of whether it is explicitly communicated as confidential. Disclosure shall only be permitted with the prior written consent of the other **Party** or if required by law, regulation, or a valid order of a court or other governmental authority with competent jurisdiction.
8.2. The **Parties** agree to comply with all data privacy and intellectual property protection laws and regulations in every jurisdiction for which it is collecting data, storing data, and processing data. This shall apply to any data collected during this project. The **Parties**, by

CERTIFIED COPY
VIVIAN C. TOLEDO

OFFICE OF THE AUDITOR
COA-PEZA
RECEIVED
OCT 21 2024
BY: Princess TIME: 4:21 PM

way of executing this Agreement, certifies that it is aware of all data privacy and intellectual property protection laws governing its work on this Project, and will perform the work in compliance with these laws and regulations.

Section 9. **INTELLECTUAL PROPERTY RIGHTS**

9.1. All materials and work provided by the **DAP** as references by the **PEZA** shall belong exclusively to the **DAP** and shall not be used for any purpose other than the implementation of this Agreement. Any use, reproduction, publication, sale or distribution of these materials and work shall be subject to the prior written consent of the **DAP** and such other terms as the **DAP** shall require.

9.2. Any original work such as reports, data, and/or materials gathered, compiled or prepared by the **PEZA** under this Agreement shall be considered as the property of the **PEZA** and shall clearly indicate the **PEZA** as the source of such original work. The **PEZA** shall have the right to use, publish, copy, reproduce or distribute the work to other entities subject to the restrictions on confidentiality of information under the Intellectual Property Code of the Philippines and all other pertinent laws governing this Agreement. The **DAP** can use, publish, copy, reproduce or distribute the work to other entities after securing consent from the **PEZA** and subject to the restrictions on confidentiality of information and all other pertinent laws governing this Agreement.

9.3. The **DAP** warrants and represents that the services it shall render under this Agreement, including all deliverables, are original, or duly license, and that no part of the same will infringe upon or violate the rights of any person or entity, including without limitation, any copyright, trademark, or right of privacy or publicity.

Section 10. **TERM AND TERMINATION**

10.1. This Agreement shall become effective upon execution thereof and shall be completed **on or before December 31, 2024;** provided, however, that there shall be flexibility in the Project duration as long as the specified Project deliverables agreed upon by both **Parties** are met within a period of one (1) year.

10.2. Either **Party** shall promptly report to each other the occurrence of any event or condition which might delay or prevent the timely completion of the services embraced herein, specifying in writing the amount of time involved, the causes of the delay, and its subsequent implications on the entire timetable, work schedule, and budget of the Project. Any extension of contract time, not resulting from changes to the scope of work for the Project contemplated under Section 11 hereof, shall not involve any additional cost.

10.3. In the event this Agreement is terminated for causes not wholly attributable to the **DAP**, the **DAP** shall be entitled to payment determined on a pro rata basis for services satisfactorily performed or delivered as well as reimbursement for reasonable expenses incurred in performing its obligations prior to the termination.

10.4. Subject to the relevant procurement laws, the **DAP** reserves the right to terminate the engagement when so warranted due to lack of financial resources, poor performance, or other considerations.

Section 11. **CHANGES**

If changes to the provisions of this Agreement should result in an increase or decrease in the services originally provided and scheduled, an equivalent adjustment on the contract price, time or both shall subsequently be agreed upon in writing by both **Parties** observing the applicable provisions of RA No. 9184 and its implementing rules and regulations.

Section 12. **AMENDMENTS**

No amendment or modification of any of the terms and conditions of this Agreement shall be valid unless evidenced by a written Agreement executed by the **Parties'** respective authorized representatives

Section 13. **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: acts of God, government act, war, fire, flood, explosion or civil commotion.

MAGDALENA L. MENDOZA
Senior Vice-President for Programs

MAJAH-LEAH V. RAVAGO, PhD
President and CEO

TERESO O. PANGA
Director General

MARIA VERONICA F. MAGSINO
Deputy Director General

OFFICE OF THE AUDITOR
COA-PEZA
RECEIVED
OCT 21 2024
BY: Princess TIME: 4:21 PM

CERTIFIED COPY
VIVIAN C. TOLEDO

Section 14. **LIMITED LIABILITY**

14.1. The **DAP** shall not be liable to the **PEZA** for loss or damage to the **PEZA's** property unless due to gross negligence or breach of the other **Party** of this Agreement.
14.2. The **DAP** shall not be liable to the **PEZA** for any indirect, special or consequential loss arising out of or in connection with the provision of the services pursuant to this Agreement and the total liability of the **DAP** for any other loss of the **PEZA** arising out of or in connection with this Agreement in respect of any event shall not exceed the charges payable by the **PEZA** to the **DAP** for the Project.

Section 15. **INDEMNITY**

Each **Party** shall indemnify and hold harmless the other **Party**, its trustees/directors, officers, employees and representatives from any and all losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) caused by or arising out of any direct breach of this Agreement or any direct breach it is responsible for hereunder or arising from a negligent or otherwise wrongful act, or omission by the defaulting **Party** or its employees or representatives and from any and all actions, suits, proceedings, claims, demands or judgments incident thereto.

Section 16. **SETTLEMENT OF DISPUTES**

16.1. Both **Parties** shall make every effort to resolve amicably any dispute arising out of or in connection with this Agreement by mutual consultation.
16.2. Any and all disputes arising from the implementation of a contract which cannot be resolved by the **Parties** pursuant to Section 16.1 of this Agreement shall be settled through Arbitration in accordance with Presidential Decree No. 242 in relation to Sections 66, Chapter XIV, Book IV of the Administrative Code of 1987, in conjunction with Section 10, Chapter 3 Book VII, of the same Code.
16.3. Notwithstanding Section 16.2, the **Parties** may agree in writing to resort to other alternative modes of dispute resolution.
16.4. The venue of any legal action arising out of this Agreement shall be brought to the proper court in Pasay City.

Section 17. **WAIVER**

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

Section 18. **CONTRACT REVIEW**

This Agreement shall be subject to the subsequent review of the Office of the Government Corporate Counsel (OGCC) and any comments and/or inputs from the OGCC shall form part of this Agreement.

Section 19. **SEVERABILITY**

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

Section 20. **ASSIGNMENT**

The benefit of this Agreement may not be assigned in whole or in part by a **Party** without the prior written consent of the other.

Section 21. **BINDING EFFECT**

This Agreement shall be binding on the **Parties** and their respective successors-in-interest.

MAGDALENA L. MENDOZA
Senior Vice-President for Programs

MAJAH-LEAH V. RAVAGO, PhD
President and CEO

TERESO O. PANGA
Director General

MARIA VERONICA F. MAGSINO
Deputy Director General

CERTIFIED COPY
VIVIAN C. TOLEDO

OFFICE OF THE AUDITOR
COA-PEZA
RECEIVED
OCT 21 2024
BY: Princess TIME: 4:21 PM

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the _____day of _____, 2024 in _____.

24 SEP 2024

PHILIPPINE ECONOMIC ZONE AUTHORITY	**DEVELOPMENT ACADEMY OF THE PHILIPPINES**
By:	By:
TERESO O. PANGA *Director General*	**MAJAH-LEAH V. RAVAGO, PhD** *President and CEO*

WITNESSES

MARIA VERONICA F. MAGSINO *Deputy Director General*	**MAGDALENA L. MENDOZA** *Senior Vice-President for Programs*

I hereby certify the availability of funds for this project:

RENATO S. RAYMUNDO
Group Manager, Finance Group

OFFICE OF THE AUDITOR
COA-PEZA
RECEIVED
OCT 21 2024
BY: Princess TIME: 4:21PM

CERTIFIED COPY
VIVIAN C. TOLEDO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____): S.S.

BEFORE ME, on this _____ day of 24 SEP 2024, 2024 at _____, personally appeared the following officers, namely:

TERESO O. PANGA Director General Philippine Economic Zone Authority	for "**PEZA**" • ID No.: PEZA ID No. 01000239 • Issued in _____ • Valid until _____
MAJAH-LEAH V. RAVAGO, PhD President and CEO Development Academy of the Philippines	for "**DAP**" • ID No. _____ • Issued in _____ • Valid until _____

who are known to me to be the same officials who executed the foregoing instrument and they both acknowledged to me that the same is their free and voluntary act and deed and that of the government agencies they represent therein.

This instrument consisting of twenty-four (24) pages including the attached annexes and this page on which this acknowledgment is written, refers to a Memorandum of Agreement executed for the purpose(s) therein set forth.

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

NOTARY PUBLIC

Doc. No. 403
Page No. 82
Book No. II
Series of 2024.

ATTY. CHRISTINE HEIDE A. ROSALES
ROLL NO. 63616
NOTARY PUBLIC
MAKATI CITY, PHILIPPINES

ATTY. CHRISTINE HEIDE A. ROSALES
Notary Public
IBP Lifetime No. 07[illegible], 2024
PTR No. [illegible] Makati City
MCLE [illegible]
170 Salcedo St., Legaspi Village, Makati City

OFFICE OF THE AUDITOR
COA-PEZA
RECEIVED
OCT 21 2024
BY: Princess TIME: 4:21 PM

CERTIFIED COPY
VIVIAN C. TOLEDO

Republic of the Philippines
Philippine Economic Zone Authority

NOTICE TO PROCEED

JUL 0 5 2024

Dr. MAJAH-LEAH V. RAVAGO
President
Development Academy of the Philippines
19th Floor Marco Polo Hotel Ortigas, Manila Sapphire Road,
Ortigas Center, San Antonio, Pasig City

Dear Dr. Ravago:

The attached Notice of Award and Contract, having been approved, is hereby given to that the delivery of goods under the project entitled, **"Technical Assistance on Cascading the Philippine Economic Zone Authority (PEZA) Strategic Plan to Drive Organizational Performance"** in the amount of **Two Million Five Hundred Thousand Pesos in Philippine Currency (PhP 2,500,000.00)** shall commence effective upon receipt of this notice in accordance with the terms and conditions stipulated in the Contract and in the Schedule of Requirements.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Philippine Economic Zone Authority.

Thank you.

Very truly yours,

Digitally signed by Panga Tereso Ordas

TERESO O. PANGA
Director General / HoPE

OFFICE OF THE AUDITOR
COA - PEZA
RECEIVED
OCT 2 8 2024
BY: TIME: 11:32

Conforme:

Name of the Representative of the Bidder : MAJAH-LEAH V. RAVAGO, PhD
Authorized Signature :
Date Received : SEP 2 0 2024

PEZA DIS:
1410-2024-00032

CERTIFIED COPY
VIVIAN C. TOLEDO

Republic of the Philippines
Philippine Economic Zone Authority

NOTICE OF AWARD

24 June 2024

Dr. MAJAH-LEAH V. RAVAGO
President & CEO
Development Academy of the Philippines
San Miguel Ave., Ortigas Center, Pasig City

Dear Dr. Ravago:

Please be informed that pursuant to the Agency-to-Agency Engagement per RA 9184, the Contract for the project entitled, **"Technical Assistance on Cascading the Philippine Economic Zone Authority (PEZA) Strategic Plan to Drive Organizational Performance"** in the amount of **Two Million Five Hundred Thousand Pesos in Philippine Currency (PhP 2,500,000.00)** is hereby **AWARDED** to **Development Academy of the Philippines** (hereinafter referred to as "DAP").

Kindly sign this NOTICE (prepared in two copies) in the space provided below to indicate DAP's conformity and agreement to the foregoing and return one (1) copy to the undersigned immediately.

Execution of the Contract shall commence upon receipt of DAP's conformity.

Thank you.

Very truly yours,

Digitally signed by Panga Tereso Ordus

TERESO O. PANGA
Director General / HOPE

Conforme:

Name of the Representative of the Bidder	:	MAJAH-LEAH V. RAVAGO, PhD
Authorized Signature	:	
Date Received	:	JUN 25 2024

OFFICE OF THE AUDITOR
COA-PEZA
RECEIVED
OCT 21 2024
BY: Princess TIME: 4:21 PM

PEZA DTS
1410-2024-00031

CERTIFIED COPY
VIVIAN C. TOLEDO

10th Floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Blvd., Pasay City 1302
(02) 8551-3451 / 8551-3487 / 8551-3430 / 8551-3435 / 8556-6992 / 8551-3436 / 8891-6444
info@peza.gov.ph www.peza.gov.ph

THE PHILIPPINES