

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into by and between:

The **Civil Service Commission**, with office address at IBP Road, Constitution Hills, Batasan Pambansa Complex, Diliman, 1126 Quezon City, herein represented by **Chairperson ALICIA dela ROSA-BALA**, herein referred to as the "**CSC**";

and

The **Home Guaranty Corporation (HGC)**, with office address at Jade Bldg., Sen. Gil Puyat Avenue, Makati City herein represented by **Executive Vice-President CORAZON G. CORPUZ**, herein referred to as the "**HGC**".

WITNESSETH:

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

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

WHEREAS, the **CSC**, thru CSI, adopts innovative and alternative modes of training delivery to strengthen CSI's capacity in Human Resource and Organization Development;

WHEREAS, the **HGC**, requested the CSI to conduct the following courses to its officers and employees to develop their Competency-Based HR System:

1. Competency Modelling and Profiling;
2. Development of Competency-Based QS and Job Descriptions;
3. Competency Assessment; and
4. Integration in the Recruitment and Promotion System.

WHEREAS, the **HGC** undertakes to pay the **CSC** for the design and delivery of the above-mentioned courses;

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



REPUBLIC OF THE PHILIPPINES
OFFICE OF THE PRESIDENT

HOME GUARANTY CORPORATION



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NOTICE TO PROCEED

August 30, 2016

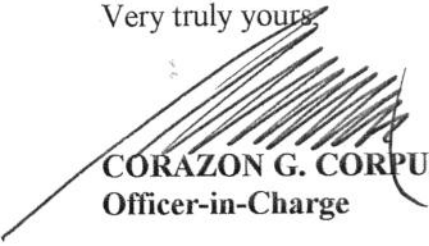
MS. ALICIA DELA ROSA-BALA
Chairperson
Civil Service Commission
IPB Road, Constitution Hills
Batasan Pambansa Complex
Diliman, Quezon City

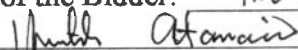
Dear Chairperson Bala:

This notice is hereby given to you that work in connection with the development of Baseline Competency Levels for the Home Guaranty Corporation may commence on August 31, 2016. Attached is the duly signed Memorandum of Agreement for your reference.

Kindly acknowledge your receipt and acceptance of this Notice by signing on the space provided below.

Very truly yours,


CORAZON G. CORPUZ
Officer-in-Charge

I acknowledge receipt of this Notice on 8-30-2016
Name of the Representative of the Bidder: MENILDA C. ATANACIO
Authorized Signature: 

"Fund Mobilizer and Indispensable Partner in Housing"



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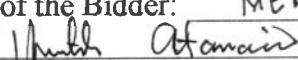
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ARTICLE I – RESPONSIBILITIES OF CSC AND HGC

A. RESPONSIBILITIES OF THE CIVIL SERVICE COMMISSION (CSC)

The Civil Service Commission, thru the Civil Service Institute (CSI), shall perform the following services in designing the program/course and managing its implementation:

1. Design the programs/courses/modules for the conduct of the following courses in accordance with the identified learning and development needs of the HGC:
 - Competency Modelling and Profiling (3-day Course)
 - Development of Competency-Based QS and Job Descriptions (3-day Course)
 - Competency Assessment (3-day Course)
 - Integration in the Recruitment and Promotion System (2-day Course)
2. Provide program/course materials, training kit, CSI Certificate of Completion, and class picture;
3. Accommodate up to a maximum of forty (40) participants for every course from the HGC provided that the list and profile of said participants are submitted five (5) working days prior to the conduct of the program/ course.
4. Provide Subject Matter Expert (SME) who will conduct, implement, and facilitate one (1) batch of "Competency Modelling and Profiling", one (1) batch of "Development of Competency-Based QS and Job Descriptions", one (1) batch of "Competency Assessment", and one (1) batch of "Integration in the Recruitment and Promotion System". Conduct of these programs shall be within the Second Semester of 2016;
5. Provide technical staff to manage the learning environment and support the SME during the conduct of the program/course;
6. Conduct post-training evaluation and prepare a Terminal Report on the abovementioned program/course; and,
7. Perform and complete the Scope of Services provided under Article II of this Agreement with highest standards of professionalism and ethical competence and integrity.

B. RESPONSIBILITIES OF THE HGC

The HGC shall perform the following:

1. Provide access to company data, job-aids, information, and other secondary data deemed necessary for the conduct of the program/course;
2. Invite, inform and coordinate participants regarding the schedules and other details on the conduct of the program/course;
3. Provide CSI a final list and profile of participants at least five (5) working days before the start of the run of every course;

4. Provide and arrange for the logistical requirements of the program/course such as the venue, laptop, multi-media projector, screen, sound system, meals, and other workshop requirements including a service vehicle to bring the training team to and from the program/course venue;
5. Provide a technical staff who will serve as the focal person during the pre, during and post program/course stages and will assist the **CSC** in the conduct of the said program/course; and,
6. Ensure 100% attendance of participants all throughout the sessions.

ARTICLE II - SCOPE OF SERVICES

A. **CSC**, through the Civil Service Institute (CSI) shall design and deliver the program/course in accordance with the following provisions:

1. Design and Development of the Program/Course
 - 1.1. Identify, analyze and validate the learning and development needs of the **HGC** in relation to the specific program/course to be conducted under this Agreement.
 - 1.2. Propose a customized design that will specifically address the **HGC's** learning and development needs in the form of a Program/Course Brief consisting of the Performance Objectives, Enabling Objectives, Target Participants and Course Content. As may be required, **CSC** shall provide a copy of the detailed Design Matrix although its ownership shall remain with **CSC**. The Design Matrix shall consist of Module Objectives, Module Title, Module Outputs, Module Topics, Learning Methodologies and Resource Requirements.
2. Conduct and Facilitation of the Program/Course
 - 2.1. Ensure that the program/course is conducted in accordance with the implementation schedule(s) agreed upon by **HGC** and **CSC**.
 - 2.2. Source, select and manage the subject matter expert who shall serve as the facilitator for the program/course.
 - 2.3. Provide a technical staff to establish and maintain a learning environment and to support the facilitator during the conduct of the program.
 - 2.4. Provide each registered participant with a training kit and the learning materials needed for the conduct of the program/course.
 - 2.5. Submit a Terminal Report with a documentation of the highlights of the proceedings of the program/course and an evaluation of its conduct.

B. **Performance Standards.** The **CSC** shall perform and complete the scope of services contemplated under this MOA with the highest standards of professionalism and ethical competence and integrity.

ARTICLE III – PAYMENT

1. **Payment to CSC.** For and in consideration of the services rendered under this Agreement, HGC shall pay CSC the total amount of Six Hundred Sixty Thousand Pesos (Php660,000.00) based on the following Schedule of Payment:

Milestone Activity	Amount
After conduct of Competency Modelling and Profiling upon submission of the Terminal Report and Billing Statement	Php 180,000.00 (service fee)
After conduct of Development of Competency-Based QS and Job Descriptions upon submission of the Terminal Report and Billing Statement	Php 180,000.00 (service fee)
After conduct of Competency Assessment upon submission of the Terminal Report and Billing Statement	Php 180,000.00 (service fee)
After conduct of Integration in the Recruitment and Promotion System upon submission of the Terminal Report and Billing Statement	Php 120,000.00 (service fee)
Total Amount	Php 660,000.00

2. **Conditions for Payment.** Upon achievement of the above specified milestone activities, the HGC shall pay the corresponding amount due not later than five (5) days following the submission of documentation requirements for the particular milestone activity. Check payments shall be made payable to CSC Training Fund.

The HGC shall still pay the total contract price regardless of whether or not the targeted total number of forty (40) participants per course is reached.

ARTICLE IV – GENERAL PROVISIONS

- A. **Confidentiality.** The Civil Service Institute shall not, during the term of this Agreement and within two (2) years after its expiration, disclose any proprietary or confidential information relating to the Services, this Agreement or the HGC's business or operations without prior written consent of the HGC.

- B. **Ownership of Material.** All documents and materials released by the HGC to the CSC for the purpose of undertaking the services contemplated under this Agreement shall be returned to the HGC upon expiration of this MOA.

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

The design of the program/course conducted under this Agreement shall remain the property of the CSC, and shall not be conducted by the HGC without CSC's written permission. The learning materials and other related collaterals used and distributed during the conduct of the program/course shall not be reproduced and distributed by the HGC to any person other than the registered participants of the program/course without CSC's written permission.

- C. **Dispute Resolution and Venue of Action.** Both parties shall exert their best effort to amicably settle any dispute arising out of this Agreement. In case of disagreement,

any issue arising out of this Agreement shall be referred for arbitration/adjudication to the appropriate Court within Quezon City.

- D. **Amendments.** Any amendment to this Agreement shall be mutually agreed upon by both parties and shall be contained in a written instrument signed by the authorized representatives of **CSC** and the **HGC**. Said instrument shall constitute an integral part of this Agreement.
- E. **Termination Clause.** **CSC** or the **HGC** may terminate this Agreement at any time by providing thirty (30) days written notice, which may be based on mutual consent or violation or non-compliance with obligation of the parties, provided that there shall be compensation for unpaid services already rendered or materials already provided at the time of the termination of the Agreement.
- F. **Separability Clause.** If, for any reason or reasons, any part or provision of this Agreement shall be held invalid and declared null and void, other parts or provisions hereof which are not affected thereby shall continue to be in full force and effect.
- G. **Notices.** Any and all notices required to be delivered by one party to another under or in connection with this Agreement shall be deemed sufficiently given if actually received or if sent by registered mail, return receipt requested, to the attention of the individual signing this Agreement or the party to which the notice is directed, at the address indicated.


IN WITNESS WHEREOF, both parties have hereunto set their hands on this ____ day of _____ 2016 at the Civil Service Commission, Diliman, Quezon City, Philippines.


ALICIA dela ROSA-BALA
Chairperson
Civil Service Commission


CORAZON G. CORPUZ
Executive Vice-President
Home Guaranty Corporation

WITNESSES:


ARTHUR LUIS P. FLORENTIN
Executive Director IV
Civil Service Institute


ATTY. JIMMY B. SARONA
VP Legal and Concurrent
VP Corporate Services Group
Home Guaranty Corporation

ACKNOWLEDGMENT

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

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

NAME	ID NUMBER	DATE/PLACE ISSUED
ALICIA DELA ROSA-BALA	215024	CSC-CO
CORAZON G. CORPUZ		

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

This instrument consists of five (5) pages including this page wherein this acknowledgment is written, and is signed by the parties and their instrumental witness on each and every page hereof.

WITNESS MY HAND AND SEAL this 05 SEP 2016 of 2016 at Quezon City, Philippines.

[Handwritten signature]

MIA VICTORIA B. MARCELLANA
Notary Public
Commission No. Notary Public (2017)
Jade Bldg. 555 San. Gil J. Puyat Ave.
Makati City

IBPO.R. No. 1012305, Dec. 10, 2015, Albay Chapter
PTR No. 5526601, Jan. 5, 2016/T Makati City
MCLE Compliance No. J-0004057, April 14, 2016
Roll No. 40132

Doc. No. : 74
Book No.: 3
Page No.: IX
Series of 2016.

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