

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is made and entered into this AUG 12 2022 day of 2022 in the City of Manila, Philippines, by and between the:

The **Department of Budget and Management (DBM)**, mandated to promote the sound, efficient and effective management and utilization of government resources as instrument in the achievement of national socioeconomic and political development goals, with principal office address at DBM Building II, General Solano St., San Miguel, Manila, represented by its **SECRETARY, AMENAH F. PANGANDAMAN**, hereinafter referred to as the **"DBM"**;

-and-

The **PAMANTASAN NG LUNGSOD NG MAYNILA**, a government institution of higher learning created by and operating pursuant to Republic Act No. 4196, with principal office at General Luna corner Muralla Street, Intramuros, Manila, represented herein by its University President, **HON. EMMANUEL A. LEYCO**, hereunto duly authorized and hereinafter referred to as **"PAMANTASAN"**.

Collectively, **PAMANTASAN**, and the **DBM** shall be referred to as the **"PARTIES"**.

WITNESSETH:

**WHEREAS**, the DBM sees the strategic importance of learning and development, as well as career development in its commitment to be an institution comprised of highly competent and committed public servants;

**WHEREAS**, the DBM has established its Workforce and Succession Planning Program, with the primary aim of identifying and preparing qualified potential successors who can readily occupy critical positions in the Department;

**WHEREAS**, the DBM recognizes the educational requirement of Master's degree for the division chief position;

**WHEREAS**, Sections 1 and 7 (f), Rule VIII (Career and Personnel Development) of the Rules Implementing Book V of Executive Order No. 292 provide:

*Section 1. x x x Every department or agency shall establish a continuing program for career and personnel development for all agency personnel at all levels, and shall create an environment or work climate conducive to the development of personnel skills, talents and valued for better public service.*


x x x

*Section 7. In establishing a continuing program for the development of personnel, each department or agency or local government unit shall:*

x x x

*(f) Stimulate and encourage employee development through individual self-development and life-long learning/education activities.*

**WHEREAS**, the FY 2022 Annual Procurement Plan of the DBM includes the Project, **"DBM-Graduate Scholarship Program,"** with an Approved Budget for the Contract of P2,000,000.00;

  
**ANDREA CELESTE M. MAGTALAS**  
Director IV, Administrative Service, DBM

  
**AMENAH F. PANGANDAMAN**  
Secretary, DBM

  
**EMMANUEL A. LEYCO**  
University President, PLM



**WHEREAS**, Item V(D)(5)(a) and (b) of the Annex "H" of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184<sup>1</sup> re Consolidated Guidelines for the Alternative Methods of Procurement (Guidelines) provide, in part, the definition of Agency-to-Agency as the "[p]rocurement from another agency of the government (i.e., Servicing Agency) that has the mandate to deliver goods or services or to undertake infrastructure projects or consultancy services as required by the Procuring Entity", and the rule that it is the general policy of government to purchase its requirements from the private sector. However, it acknowledges that, in some exceptional cases, procurement from another agency of the government is more efficient and economical for the government, subject to the following conditions, among others: (i) The Procuring Entity shall justify that entering into an Agency-to-Agency Agreement with the Servicing Agency is more efficient and economical to the government; (ii) Servicing Agency has the mandate to deliver the goods and services required to be procured or to undertake the infrastructure project or consultancy required by the Procuring Agency; (iii) Servicing Agency has the absorptive capacity to undertake the project; (iv) Servicing Agency owns or has access to the necessary tools and equipment required for the project; (v) Sub-contracting is not allowed;

**WHEREAS**, the **PAMANTASAN**, has established a continuing program for career and human resource development through its Off-campus Programs;

**WHEREAS**, the **DBM** and the **PAMANTASAN**, as the Servicing Agency, agree to undertake the Agency-to-Agency Agreement for the conduct of the off-campus Program, subject to the terms and conditions provided hereunder;

**NOW, THEREFORE**, for and in consideration of the foregoing stipulations herein set forth, the **PARTIES** herein have agreed to cooperate with one another in the maintenance of a Regular Graduate Off-Campus Program leading to the degree Master of Public Administration, herein called the "**Program**", which shall be conducted subject to the following terms and conditions:

#### **A. OBLIGATIONS OF DBM**

1. The **DBM** agrees to provide a minimum of fifteen (15) up to a maximum of twenty-five (25) scholars per batch.

However, the **DBM** reserves the right not to continue with the Program should there be less than fifteen (15) officers or employees who applied and qualified for the Program.

2. The **DBM** agrees to pay the total of the assessed amount per trimester for all enrollees from the **DBM**. Said payment shall be processed upon billing of the **PAMANTASAN**.
3. The **DBM** shall appoint the Head of the Administrative Service or his/her duly authorized representative as the point person of the Party agency/office. The point person shall handle the logistics and other arrangements between the **DBM** and the **PAMANTASAN**.

#### **B. OBLIGATIONS OF PAMANTASAN**

1. The **PAMANTASAN** shall be responsible for the implementation of a Master of Public Administration Program for the **DBM**.
2. The **PAMANTASAN** shall provide a billing with a detailed cost breakdown of the tuition and other school fees of the scholars to the **DBM** at the start of every term.
3. The **PAMANTASAN** shall appoint a point person responsible for the coordination with the **DBM** on matters related to this program which includes but not limited to the following:

- 3.1. Enrollment of **DBM** scholars;

<sup>1</sup> Government Procurement Reform Act

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- 3.2. Billing and payments; and
- 3.3. Academic performance/concerns of **DBM** scholars.

- 4. The **PAMANTASAN** shall confer the appropriate and corresponding Master's degrees to all participants who have satisfactorily completed all the requirements of the Program, and conduct appropriate graduation ceremonies for **DBM** scholars to coincide with the regular graduation of the **PAMANTASAN**.
- 5. The **PAMANTASAN** shall submit to the **DBM** at the end of the Program a terminal report required under the **DBM** scholarship guidelines.

**C. OTHER PROVISIONS**

- 1. The following documents shall form and be read and construed as part of this MOA:

- Annex A – Technical Specifications and Delivery Schedule
- B – Submitted Conforme Letter
- C – Notice of Award

- 2. **NATURE OF THE PROGRAM.** The Off-Campus Program of the **PAMANTASAN** shall be offered to officials and employees of the **DBM** who have earned a bachelor's degree in any field of specialization.
- 3. **STANDARDS AND POLICY.** The Program shall conform strictly with the following standards and requirements of the **PAMANTASAN**:


*Entry Requirements:*

- a. Graduate of any four (4) year college degree in any field of specialization; and
- b. Not later than the first day of classes, the **PAMANTASAN**, through its faculty members, shall apprise and orient the participants of the various rules, regulations, and policies applicable to the Program. These rules, regulations, and policies shall form part of this Agreement and shall be binding upon the participants of the **DBM** and the **PAMANTASAN**.
- 4. **PARTICIPANTS.** Admission to the Program is open to all qualified officials and employees of the **DBM** who may be accommodated by a minimum of fifteen (15) students who meet the academic requirements set by the **PAMANTASAN**. Likewise, they shall comply with the academic standards of the School of Government in order to remain in the Program. In case the participant has earned master's units in any graduate program from any institution, college, or university, no such unit shall be credited, for purposes of completing the Program.
- 5. **FEES.** The **DBM** shall be billed upon enrollment of scholars. Breakdown of fees per scholar is as follows:
  - a. Tuition Fee: P 10,800.00 (rate per unit P1,200 x 9 units)
  - b. Miscellaneous Fee: P 3,544.00 per term
  - c. Development Fund of P900.00 to be paid to the **PAMANTASAN** every term
  - d. Comprehensive Examination fee of P1,500.00 per student which shall be billed prior to the examination period

The **PAMANTASAN** reserves the right to change, increase, or modify the fees herein quoted. It is understood that the **DBM** shall be informed of the changes prior to its implementation, and in such case, the resulting change in the total cost shall not exceed the Contract Price of Two Million Pesos (P2,000,000.00).

  
**ANDREA CELENE M. MAGTALAS**  
 Director IV, Administrative Service, DBM

  
**AMENAH P. PANGANDAMAN**  
 Secretary, DBM

  
**EMMANUEL A. LEYCO**  
 University President, PLM



6. **ENROLLMENT PROCEDURE.** Students must be enrolled at least one (1) week before the start of the first session of a given term. Otherwise, the student shall be considered a late enrollee and shall be charged with the late registration fee, pursuant to existing University rules and policies of the **PAMANTASAN**.
7. **SALARY OF FACULTY MEMBERS.** The **PAMANTASAN** shall pay the salaries of faculty members assigned to the Program.
8. **FACULTY EVALUATION.** The students enrolled in the Program shall evaluate the faculty assigned on the last meeting of every subject.
9. **SCHEDULE OF CLASSES.** Classes will be held online or virtually every Saturday even when all face-to-face or in-person classes as mandated have been implemented by the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF-EID)
10. **STUDENT'S RIGHTS AND DUTIES.** All students enrolled shall abide by the policies, rules, and regulations set by the **PAMANTASAN**. They shall, at all times, maintain decorum, and respect for their instructors/professors. **DBM** shall likewise ensure the safety of the instructors and professors of the **PAMANTASAN** in the conduct of their classes.
11. **ENTIRE AGREEMENT.** The **PARTIES** agree that this MOA, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the **PARTIES** are included in this MOA, including the attached Annexes, except as set forth herein.

The period for the performance of the obligations under this MOA shall not go beyond the validity of the appropriation for this Project.

12. **CONFIDENTIALITY OF INFORMATION.** The **PARTIES** shall not divulge or disclose to third persons any information obtained in the course of this MOA. Any disclosure shall be subject to the written consent of the **PARTIES** Concerned.

In the performance of its obligations under this MOA, therefore, the **PARTIES** hereby agree to observe all relevant provisions of the Data Privacy Act of 2012 (Republic Act No. 10173), its implementing rules and regulations, and all relevant issuances of the National Privacy Commission.

13. **SEPARABILITY.** If any provision of this MOA shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MOA is invalid or unenforceable, by limiting such provision shall be deemed to be written, construed, and enforced as so limited.
14. **NON-WAIVER OF RIGHT.** The failure of either Party to enforce any provision of this MOA shall not be construed as wavier or limitation of that Party's right to subsequently enforce on compel strict compliance with every provision of this MOA.
15. **GOVERNING LAW.** The MOA shall be governed by and construed in accordance with laws of the Republic of the Philippines. Any action brought in the courts of the City of Manila to the exclusion of all other courts.
16. **GOOD FAITH.** The **PARTIES** undertake to act in good faith with respect to each other's rights under this MOA and to adopt all reasonable measures to ensure the realization of the objectives of this MOA.

  
**ANDREA CELESTINE M. MAGTALA**  
 Director IV, Administrative Service, DBM

  
**AMENAH PANGANDAMAN**  
 Secretary, DBM

  
**EMMANUEL A. LEYCO**  
 University President, PLM



17. **PARAGRAPH HEADINGS.** The Titles to the paragraphs of this MOA are solely for the convenience of the **PARTIES** and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this MOA.
18. **EFFECTIVITY.** This Agreement shall take effect in the Academic Year 2022-2023 and until the completion of the Program, unless earlier terminated by (i) mutual agreement of the **PARTIES**; or (ii) by either Party if the other Party commits a substantial breach of its understanding so as to prevent completion of its scope and terms and fail to take steps to remedy such breach within fifteen (15) calendar days from written notice thereto. It shall, on the other hand, be automatically terminated upon completion of all responsibilities as stated herein, unless otherwise amended.

This Agreement may be revised or renewed with the mutual consent of both Parties, which shall be reduced in writing.

**IN WITNESS WHEREOF**, the parties through their authorized representatives signed this Agreement on this \_\_\_\_ the day of \_\_\_\_ 2022 at Manila, Philippines.

**DEPARTMENT OF BUDGET  
AND MANAGEMENT**

By:



**AMENAN F. PANGANDAMAN**  
*Secretary*  
Department of Budget and Management

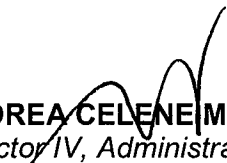
**PAMANTASAN NG LUNGSOD  
NG MAYNILA**

By:



**EMMANUEL A. LEYCO**  
*University President*  
Pamantasan ng Lungsod ng Maynila

**SIGNED IN THE PRESENCE OF:**

  
**ANDREA CELENE M. MAGTALAS**  
*Director IV, Administrative Service*  
Department of Budget and Management

\_\_\_\_\_



ACKNOWLEDGMENT

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

AUG 12 2022

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this \_\_\_\_\_ day  
of \_\_\_\_\_ personally appeared:

NAME VALID ID NO. DATE & PLACED ISSUED

AMENAH F. PANGANDAMAN UMIB CRN-006-0100-4422-5 Manila

EMMANUEL A. LEYCO

Known to me, and to me known to be the same persons whom I have identified personally through competent evidence of identity and who represented to me the foregoing document, and further declared and attested to me that they are duly clothed with authority to sign the instrument on behalf of their respective principals and that they have executed the same as their free and voluntary act and deed.

This document, consisting of six (6) pages, including this page where the acknowledgement is written, has been signed by the parties and their instrumental witnesses on each and every page thereof and refers to the Memorandum of Agreement.

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

ATTY. GARY GANTAN AURE  
NOTARY PUBLIC, ROLL NO. 60777  
PTR No. 044 issued on Jan 3, 2022 valid Dec. 31, 2022 Manila  
CPL No. 000-000 issued on Feb. 2, 2016  
Commission No. 2020 issued on Jan 31, 2020 valid Dec. 31, 2021 Manila  
MCLE No. VII-0001 issued on Nov. 20, 2019 valid until April 14, 2025 Pasig City  
Office Address: G/F YMCA Building, 350 Antonio Villegas Street, Ermita, Manila  
And Extended Until December 31, 2022 as Per B.M. No. 3795

Doc No 221;  
Page No 48;  
Book No LXCVI  
Series of 2022.

ANDREA CELENE M. MAGTALAS  
Director IV, Administrative Service, DBM

AMENAH F. PANGANDAMAN  
Secretary, DBM

EMMANUEL A. LEYCO  
University President, PLM



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE OF AWARD**

18 JUL 2022

**HON. EMMANUEL A. LEYCO**

University President  
Pamantasan ng Lungsod ng Maynila (PLM)  
General Luna corner Muralla St., Intramuros  
Manila, Philippines, 1002

Dear **Hon. Leyco**:

We are pleased to inform you that the contract for the Project, "DBM-Graduate Scholarship Program," in the amount of Two Million Pesos (P2,000,000.00), is hereby awarded to the Pamantasan ng Lungsod ng Maynila.

Thank you and God Bless.

Very truly yours,

**AMEMAR F. PANGANDAMAN**

Secretary



received :

Chun Bando 7/20/22



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE TO PROCEED**

18 JUL 2022

**HON. EMMANUEL A. LEYCO**

University President  
Pamantasan ng Lungsod ng Maynila (PLM)  
General Luna corner Muralla St., Intramuros  
Manila, Philippines, 1002

Dear **Hon. Leyco**:

This is to inform your office that the performance of the obligations specified in the attached Memorandum of Agreement for the Project, "DBM-Graduate Scholarship Program," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (the Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,

  
**AMEMAR F. PANGANDAMAN**  
*Secretary*

I acknowledge receipt and acceptance of this Notice on August 17, 2022

Name of Authorized Representative: \_\_\_\_\_

Signature: Emmanuel A. Leyco