

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made and entered into this _____ day of SEP 23 2014 2014 by and between:

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA), a national government agency created and existing under and by virtue of Republic Act No. 7796 with principal address at TESDA Complex, East Service Road, South Luzon Expressway, Taguig City, Metro Manila, Philippines, represented herein by its Executive Director, **MARISSA G. LEGASPI**, hereinafter referred to as the "**FIRST PARTY**".

- and -

PEOPLE DYNAMICS, INC., a private business entity, registered under the laws of the Republic of the Philippines with principal business address at LG 102 OMM-CITRA Building, No. 39 San Miguel Avenue, Ortigas Center, Pasig City, represented herein by its President/Managing Director, **JOCELYN R. PICK**, and hereinafter referred to as the "**SECOND PARTY**".

- WITNESSETH -

WHEREAS, the **FIRST PARTY** through its Bids and Awards Committee (BAC) issued and posted a Request for Expression of Interest in the Philippine Star and in the Philippine Government Electronic Procurement System (PHILGEPS) on July 16, 2014 in compliance with Section 21 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act, for the hiring of a consulting firm to conduct the 2014 Employer's Satisfaction Survey (ESS) for the purpose of evaluating the levels of satisfaction of the employers employing TVET graduates;

WHEREAS, during the submission of eligibility documents, the **SECOND PARTY** was one of those which complied with the eligibility requirements and short listed to bid for this project;

WHEREAS, upon careful examination, validation and verification of all the technical and financial proposals submitted by the **SECOND PARTY**, its bid amounting to **Four Hundred Fifty Thousand Pesos (Php450,000.00)** had satisfactorily passed the legal, financial and technical requirements set forth by Republic Act No. 9184 and the bidding documents;

WHEREAS, after post-qualification prescribed by Section 34 of the Revised Implementing Rules and Regulations of the Republic Act No. 9184, the bid offered by the **SECOND PARTY** was considered to be the single calculated and responsive bid;

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[Handwritten initials]

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NOW, THEREFORE, for and in consideration of the foregoing, this Agreement is entered by and between the **FIRST PARTY** and the **SECOND PARTY** with the following covenants, to wit:

Section I

SCOPE OF WORK AND RESPONSIBILITIES OF THE PARTIES

- A. The **FIRST PARTY** shall :
1. Require the **SECOND PARTY** to submit proposed Research Design/ and Survey Instrument based on the Standard and end-goal of the **FIRST PARTY**;
 2. Provide necessary inputs and direction to the **SECOND PARTY** in the development of research and survey design, development survey instrument, and other research requirements;
 3. Provide the **SECOND PARTY** with the sampling frame generated from the 2013 Impact Evaluation Study (IES) of TVET Programs;
 4. Evaluate and approve the proposed research design and survey instrument submitted by the **SECOND PARTY**;
 5. Closely coordinate with the **SECOND PARTY** to ensure completion of the report; and
 6. Provide funding for payment of the completed services rendered by the **SECOND PARTY** subject to government accounting and auditing rules and regulations.
- B. The **SECOND PARTY** shall:
1. Prepare/Finalize the research design and survey instrument based on the standards set forth by the **FIRST PARTY**;
 2. Gather data and conduct relevant focused group discussions (FGDs);
 3. Process data, analyze results and reduce all outputs into both Comprehensive and Summary Report;
 4. Present the final report to the TESDA management; and
 5. Submit soft copy and three hundred (300) hard copies of all the final results.

The details of the activities, deliverables, and timelines are specified in the GANNT chart hereto attached as Annex "A" and shall become integral part of this Agreement.

- C. The expected outputs of the **SECOND PARTY** shall be as follows:

Report on the Employer's Satisfaction Survey Results which must contain at least the following information:

1. Industry Profile;
2. Employer's level of satisfaction on the performance of graduates in jobs employed vis-à-vis knowledge, skills and attitude;
3. Identified gaps between the competencies of graduates employed and the needs of the employers in terms of:
 - Knowledge (theoretical and practical)

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[Signature]

- Skills (trainability of employed graduates)
 - Attitude (team work, confidence, action oriented, self-motivation, ability to handle stress, etc.)
4. Employers' perception on the Assessment and Certification Program of TESDA; and
 5. Policy recommendations.

Section II TERMS AND CONDITIONS

The **FIRST PARTY** shall pay the **SECOND PARTY** the amount of **FOUR HUNDRED FIFTY THOUSAND PESOS (P450,000.00)**, inclusive of government taxes, for the actual services rendered by the **SECOND PARTY**, chargeable against Fund 101 upon completion of all services required to be rendered by the **SECOND PARTY** and acceptance thereof by the **FIRST PARTY**.

Payment shall only be made upon delivery, completion and acceptance of the services required by the **FIRST PARTY** in accordance with the government accounting and auditing rules and regulations and pursuant to Bid Bulletin No. 01 dated 06 August 2014.

Section III

The following documents shall be deemed to form and be read and construed as part of this Agreement:

- (a) Bidding Documents;
- (b) Notice of Award;
- (c) Performance Security; and
- (d) Notice to Proceed.

Section IV MISCELLANEOUS

No amendment, modification, or alteration of this Agreement shall be valid and binding on either Party unless expressed in writing and executed with the same formalities observed in this Agreement.

Further, both signatories of this Agreement hereby declare under oath that they are duly authorized to sign and execute this Agreement for and in behalf of the principal Parties.

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[Signature]

Section V
EFFECTIVITY

This Agreement shall be valid and effective upon signing of the Parties and shall only be deemed terminated upon fulfillment of all the obligations prescribed in this Agreement. Any delay in the implementation of this Agreement shall be governed by Section 68 (Liquidated Damages) of the Revised Implementing Rules and Regulations of Republic Act No. 9184.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year indicated above.

**TECHNICAL EDUCATION AND SKILLS
DEVELOPMENT AUTHORITY**



MARISSA G. LEGASPI
Executive Director
Planning Office

PEOPLE DYNAMICS, INC.



JOCELYN R. PICK
President/Managing Director

SIGNED IN THE PRESENCE OF:



URSULA A. MENDOZA
Chief TESD Specialist
Policy and Research Evaluation
Division (PRED)



MAE ANNE M. MERJUDIO
Project Assistant



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MANILA) S.S


BEFORE ME, a Notary Public for and in the Province/City of MANILA
this SEP 23 2014 2014 personally came and appeared:

NAME	VALID ID NO.	ISSUED
MARISSA G. LEGASPI		
JOCELYN R. PICK		

Known to me and known to be the same persons who executed the foregoing instrument which they acknowledge before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this _____ day of SEP 23 2014 2014 at
MANILA

Doc. No. 431
Page No. 87
Book No. XXIII
Series of 2014


ATTY. AGUSTIN B. CABREDO
Notary Public for Manila
Notarial Commission No. 2013-109
Until December 31, 2014
Rm. 409, First United Bldg. Co.,
Escolta, Manila
Roll No. 26047
PTR No. 2450249 / 1-2-14 / Manila
IBP Life Member 05097
MCLE No. IV 0000822

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Republic of the Philippines
OFFICE OF THE SENIOR CITIZENS AFFAIRS
City of Mandaluyong



Name JOCELYN REYES PICK
First Name MI Surname

Address U-1137 Cityland Pioneer

128 Pioneer St., Highway Hills

Date of Birth March 19, 1954 Age 60 Sex F

**THIS CARD IS NON-TRANSFERABLE AND
VALID ANYWHERE IN THE COUNTRY**

Date of Issue Aug. 12, 2014

I.D. No. 37698

Jocelyn Reyes Pick
Signature and / or Thumbmark

Benefits and Privileges under Republic Act. No. 9994

- Free medical/dental diagnostic & laboratory fees in all government facilities.
- 20% discount in purchase of medicine;
- 20% discount in Hotels, Restaurant, Recreation Center & Funeral Parlors;
- 20% discount on theaters, cinema houses and concert hall, etc;
- 20% discount on medical & dental services, diagnostic & laboratory fees in private facilities; and
- 20% discount in fare for domestic air, sea travel and public land transportation

**Only for the exclusive use of Senior Citizens,
abuse of privileges is punishable by law**

PERSON OR CORPORATION VIOLATING RA 9994 SHALL BE PENALIZED


DELFIN M. ASISTIO
O.S.C.A. Head


BENJAMIN C. ABALOS, JR.
City Mayor

