



NATIONAL CAPITAL REGION

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This CONTRACT was made and entered this 22 day of MAY 2023 by and between:

The Civil Service Commission National Capital Region, represented by **Director IV JUDITH A. DONGALLO-CHICANO**, Regional Director, with office address at 25 Kaliraya Street, Barangay Doña Josefa, Quezon City (hereinafter referred to as the **CSC NCR**);

-and-

The **City Government of Pasig**, represented herein by **Mayor VICTOR MA. REGIS N. SOTTO**, with office at 4th Floor Pasig City Hall, Caruncho Avenue, Brgy. San Nicolas, Pasig City (hereinafter referred to as **CGO-Pasig**).

WITNESSETH

WHEREAS, the Civil Service Commission (CSC), as the central human resource institution of the government, through the CSC NCR, provides direct training and human resource 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 **CGO-Pasig** requested the **CSC NCR**, to conduct the program/course on **Leave Administration Course for Effectiveness** to its officials and employees;

WHEREAS, the **CGO-Pasig** undertakes to pay the **CSC NCR** for the delivery of the abovementioned program/course;

NOW, THEREFORE, for and in consideration of the foregoing, the **CSC NCR** and **CGO-Pasig** agree on the following terms and conditions:

ARTICLE I - RESPONSIBILITIES OF CSC NCR AND CGO-Pasig

A. DUTIES AND RESPONSIBILITIES OF THE CSC NCR

1. Manage and conduct the aforementioned training/program for officials and employees of the **CGO-Pasig** on the following schedules:

Date of Conduct	Training Program
May 23-24, 2023	Leave Administration Course for Effectiveness

2. Provide program/course materials and training kit for the duration of the program/course;
3. Accommodate up to a maximum of forty (40) participants from **CGO-Pasig**;
4. Provide Subject Matter Expert (SME) who will conduct, implement, and facilitate the program/course;
5. Provide Training Assistant (TA), on specific dates, to manage the learning environment and support the SME in the conduct of the program/course;
6. Prepare and issue the corresponding Certificate of Completion to each participant who completes the program/course. Participants who do not complete the required number of training hours will instead be given a Certificate of Attendance;
7. Conduct an ocular inspection of the venue within five (5) days prior the date of actual training to ensure safety of all personnel involved in the said activity; and
8. Perform and complete the Scope of Services provided under Article I of this Agreement with highest standards of professionalism and ethical competence and integrity.

B. DUTIES AND RESPONSIBILITIES OF CGO-Pasig

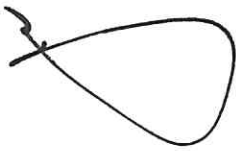
1. Provide the training venue, facilities, equipment, meals, and snacks for the whole duration of the seminar;
2. Authorize and ensure the attendance of a minimum of thirty (30), and maximum of forty (40), participants and relieve them from office responsibilities for the duration of the seminar;
3. Pay **CSC NCR** the following training fee:

Program/ Course	Training Fee (35 pax and below)	Training Fee per pax (in excess of 35 pax up to a maximum of 40 participants)
Leave Administration Course for Effectiveness	Php 157,500.00	Php 4,500.00/pax

4. Full payment (100%) of the training fee should be made within 15 days from receipt of the Billing Statement. This amount shall cover payment for the program management, handouts/manuals, supplies and materials for the program, and honoraria for the Resource Person/s and Training Assistant/s;
5. Assign one (1) Training Coordinator who will prepare and/or arrange the following:
 - list of participant's profile in softcopy, excel format (indicating full name, nickname, position title, salary grade, age, gender, marital status) to be sent to cscncr_hrd@yahoo.com at least five (5) working days before the training;
 - a good training venue which is compliant with IATF-EID guidelines on mass gathering and conducive to learning and teaching, and will encourage uninterrupted attendance among training participants;
 - meals and snacks for the Resource Persons, Training Assistant/s, and participants during the training;
 - training facilities such as laptop, LCD projector with screen, clicker, whiteboard, and sound system with microphones; and
 - name tags or IDs of participants' nicknames.
6. Provide the transportation and/or accommodation (if applicable if venue is outside Metro Manila) of the Subject Matter Expert/s and Training Assistant/s, (if training is conducted outside of Metro Manila) or as agreed upon by both Parties; and
7. Provide vehicle to transport the Subject Matter Expert/s, Training Assistant/s, and the training supplies and materials from agreed location to the training venue and vice versa.

ARTICLE II - PAYMENT

- A. Pay CSC NCR the following training fee:



Program/ Course	Training Fee (35 pax and below)	Training Fee per pax (in excess of 35 pax up to a maximum of 40 participants)
Leave Administration Course for Effectiveness	Php 157,500.00	Php 4,500.00/pax

All payments under this Agreement shall be subject to the Commission on Audit (COA) and Department of Budget and Management (DBM) accounting and auditing rules and regulations.

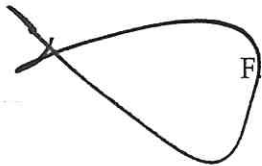
- B. **Conditions for Payment.** Full payment (100%) of the training fee shall be made within 15 days from receipt of the Billing Statement subject to the following conditions:
- a. CSC NCR shall issue a Billing Statement at least five (5) working days after receipt of the training reports with attendance from training assistant/s;

- b. Check payments shall be made payable to **CSC NCR** and deliver the same to its Office at 25 Kaliraya Street, Barangay Doña Josefa, Quezon City;
- c. A certified copy of the **List of Due and Demandable Accounts Payables- Advice to Debit Accounts (LDDAP-ADA)** duly validated by the Land Bank of the Philippines shall be submitted to **CSC NCR** and can be sent thru email at cscncr_hrd@yahoo.com or training.cscncr@gmail.com.

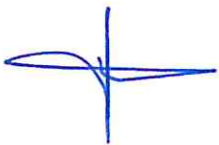
Training certificates are issued upon receipt of payment for the program/course.

ARTICLE III - GENERAL PROVISIONS

- A. **Ownership of Material.** Any material provided by the **CSC NCR** to **CGO-Pasig** during this training may not be reproduced or lent out for the use of a third party without the express approval of **CSC NCR**.
- B. **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 Pasig City.
- C. **Amendments.** Any amendments 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 the **CSC NCR** and **CGO-Pasig**. Said instrument shall constitute an integral part of this Agreement.
- D. **Cancellation/Postponement.** **CGO-Pasig** may cancel and/or postpone the herein-specified training dates, provided that the **CSC NCR** Training Coordinator must be officially informed in writing at least five (5) working days prior to the scheduled training. Failure to notify **CSC NCR** shall result to a penalty charge for the cancelled and/or postponed training to cover liquidation costs in accordance with the relevant provisions of Republic Act No. 9184, Its Implementing Rules and Regulations, and other issuances of the Government Procurement Policy Board.
- E. **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.



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 below.



IN WITNESS WHEREOF, both parties have hereunto set their hands on this 22nd day of MAY 2023 at the Civil Service Commission National Capital Region, 25 Kaliraya Street, Barangay Doña Josefa, Quezon City, Philippines.

**CIVIL SERVICE COMMISSION
NATIONAL CAPITAL REGION**

CITY GOVERNMENT OF PASIG

By:

By:

JUDITH A. DONGALLO-CHICANO

Director IV

VICTOR MA. REGIS N. SOTTO

City Mayor

Witnesses:

MARY GRACE P. DUGAY

Attorney VI

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:

MARTINELLI A. SANTIAGO

OIC - City Budget Office

MS. JUVY A. CUENCO

City Accountant

Funds Available:

Recommending Approval:

MS. MARITA A. CALAJE

City Treasurer,

MS. ELVIRA R. FLORES

City Government Department Head II
Human Resource Development Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in the QUEZON CITY, on this day of MAY 22 2023, 2023, personally appeared:

Name	Government ID	Issued Date
JUDITH A. DONGALLO-CHICANO	CSC ID	July 21, 2017

Known to me to be the same person who executed the foregoing Contract of Lease consisting of Six (6) pages, and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the entity they duly authorized to represent.

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

Doc. No. 265
Page No. 34
Book No. _____
Series of 2023.

KERWIN REY B. MAYOR
NOTARY PUBLIC FOR QUEZON CITY
ADM. MATTER NP-222 (2022-2023)
VALID UNTIL DECEMBER 31, 2023
Attorney's Roll No. 70641; IBP No. 257323;
PTR No. 3716788; MCLE No. VII No. 0002900
25 Kaliraya St., Doña Josefa, Quezon City

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig on this day of MAY 22 2023, 2023, Personally appeared Victor Ma. Regis N. Sotto, known to me and to be is known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity he represents.

This Instrument consists of Six (6) pages, including this page in which this Acknowledgment is written and duly signed by the Parties.

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

Doc. No. 170
Page No. 35
Book No. 25
Series of 2023.

ATTY. CARLOS C. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
ROLL NO. 43288
IBP LIFETIME NO. 08352
PTR NO. 9004628
APPOINTMENT NO. 25 (2022-2023)
MCLE NO. VII-0030173
TIN NO. 127-509-331-00000