

MEMORANDUM OF AGREEMENT

Know all Men by These Presents:

This Memorandum of **Agreement** made and entered by and between:

The **BUREAU OF CORRECTIONS**, established by virtue of Reorganization Act 1407, located at New Bilibid Prison Reservation, Muntinlupa City, represented herein by its Director General, **ATTY. BENJAMIN C. DELOS SANTOS**, hereinafter referred to as the "**BUCOR**";

and

The **DEVELOPMENT ACADEMY OF THE PHILIPPINES**, a government institution, 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, **ATTY. ELBA S. CRUZ, PhD, MNSA**, hereinafter referred to as the "**DAP**";

Hereinafter, collectively referred to as "**Parties**".

- WITNESSETH, that -

WHEREAS, the Duterte Administration is committed to enhance the social fabric through ensuring people-centered, clean, and efficient governance as cited in the Philippine Development Plan 2017-2022;

WHEREAS, this clear and compelling direction of the Administration further strengthens the need for government agencies to comply with Executive Order No. 605, *Institutionalizing the Structure, Mechanism, and Standards to Implement the Government Quality Management Program (GQMP)*, which was issued to all executive branch departments and agencies, government-owned and controlled corporations and government financial institutions, to effect improvement in public sector performance;

WHEREAS, the **DAP**, as member of the Technical Working Group on Advocacy and Capability-Building of the Government Quality Management Committee (GQMC), and as the National Productivity Organization, spearheads the development of productivity consciousness and promotes the principles, techniques, and practice of productivity and quality in key sectors of the economy;

WHEREAS, GQMC Resolution No. 12, s. 2016, provides the FY 2016 Advocacy and Capability-Building Work Plan and funding to implement the GQMP, wherein the capability-building component covers the provision of technical assistance to priority agencies;

WHEREAS, the **BUCOR**, mandated for the safekeeping and instituting reformation programs to national inmates sentenced to more than three (3) years, has been selected as one of the GQMP priority agencies.

WHEREAS, the **DAP**, by authority of the GQMP through GQMC Resolution No. 12, shall provide technical assistance to the **BUCOR** to facilitate the establishment of a quality management system (QMS) and its certification to ISO 9001:2015 standard;

WHEREAS, the establishment of ISO 9001:2015 QMS in **BUCOR** shall provide a globally recognized standard that can strengthen **BUCOR**'s mission to protect the public

and prevent crimes in partnership with stakeholders by providing persons under custody opportunities for reformation, decent environment and secure settings, and promote effective governance;

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: "**Development and Certification of ISO 9001:2015 Quality Management System for the Bureau of Corrections,**" more particularly described in the Terms of Reference attached hereto and made an integral part hereof as **Annex "A"**.

Section 2. Obligations of the DAP. The **DAP** shall:

- a. Organize a team who will conduct the project within the agreed timeframe;
- b. Prepare the program and course designs for all the training and workshop activities;
- c. Provide one (1) set of training materials for reproduction by the **BUCOR**, for each course to be conducted;
- d. Provide resource persons and facilitator;
- e. Provide certificates to qualified participants of training courses conducted;
- f. Review the draft documented information and recommend necessary revisions to ensure their alignment with ISO 9001:2015 standard;
- g. Provide technical advice and guidance to counterpart team in the establishment and implementation of the **BUCOR's** QMS; and,
- h. Facilitate the procurement of a third party certifying body and its conduct of stage 1 and 2 audits.

Section 3. Obligations of the BUCOR. The **BUCOR** shall:

- a. Designate a counterpart support team who will work closely with the **DAP** Project Team regarding technical and administrative requirements of the project, including monitoring of the progress of various project activities;
- b. Provide logistical requirements of the project such as training/workshop/meeting venue, accommodation (when necessary), equipment (LCD projector with desktop or laptop), training supplies, reproduction of training materials for participants, and meals and snacks of participants and resource persons;
- c. Provide transportation of the resource persons and the **DAP** Project Team, from **DAP** Office, Pasig City to training/workshop/meeting venue and vice-versa;
- d. Review the approved documented information, including specific QMS related forms and tools and make the necessary revisions to ensure their alignment to ISO 9001:2015 standard, with guidance from **DAP** Project Team;
- e. Ensure implementation of relevant project activities and provide policy support for the implementation of quality systems and procedures adopted by the **BUCOR**; and,
- f. Ensure availability and participation of staff/participants concerned during the conduct of training courses and other activities necessary in the course of the project.
- g. Ensure participation of two (2) representatives each from the seven (7) Operating Prison and Penal Farm who will act as resource persons without additional charges during workshops and technical guidance sessions.

Section 4. Statement of Consideration (Fees).

- a. The project must be completed within the planned duration. In the event of non-completion for reasons attributable to **BUCOR**, it shall pay the completed **GQMP-**

- funded activity expenses which shall not exceed **One Million Seven Hundred Thirty Thousand Four Hundred Pesos (PHP 1,730,400.00)**. Any extension shall be agreed upon by the Parties and approved by the GQMC;
- b. The **BUCOR** shall pay the **DAP** an additional fee of **Two Thousand Sixteen Pesos (PHP2,016.00)**, inclusive of 12% VAT, per training participant per day in excess of twenty (20) participants;
 - c. The **BUCOR** shall pay the **DAP** additional **twenty-five percent (25%)** of the project activity cost for weekend/holiday session; and,
 - d. The **BUCOR** shall shoulder the additional cost if the total amount of certification is higher than the allotted budget of **Five Hundred Thousand Pesos (PHP 500,000.00)**.

Section 5. Confidentiality. Each party undertakes not to divulge at any time to any third person any confidential information relating to the other, except upon prior written consent of the other or where required under the law or regulation or by a valid order of a court or other governmental authority with competent jurisdiction.

Section 6. Intellectual Property Rights. All materials and work provided by the **DAP** shall belong exclusively to **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 terms as **DAP** shall require. Any original work created arising out of or in connection with this **Agreement** shall belong to **DAP**, except where the original work uses any data or material belonging to **BUCOR**, in which case, the work shall be owned jointly by the **Parties**, with each party having royalty-free, non-exclusive and irrevocable license to use, publish, copy, reproduce or distribute the work for government or public purposes.

Section 7. Liability. The **DAP** shall not be liable to **BUCOR** for loss or damage to **BUCOR**'s property unless due to the gross negligence or breach of this **Agreement**. The **DAP** shall not be liable to **BUCOR** for any indirect, special or consequential loss arising out of or in connection with the provision of goods and the services pursuant to this **Agreement** and the total liability of **DAP** for any other loss of **BUCOR** arising out of or in connection with this **Agreement** in respect of any event shall not exceed the charges payable by **BUCOR** to the **DAP** for the Project.

Section 8. Indemnity. The **BUCOR** shall indemnify and hold the **DAP** free and harmless from any and all claims or causes of action of third parties arising from a negligent or otherwise wrongful act, or omission by the **BUCOR** or its employees or representatives.

Section 9. Warranties. All conditions and warranties whether expressed or implied by law or otherwise (including but not limited to those as to description, merchantability or fitness for a particular purpose) are excluded from this **Agreement**.

Section 10. Duration of Term of the Agreement. This **Agreement** shall become effective upon execution thereof and shall be valid and subsisting until the final and satisfactory fulfillment by the **Parties** within the planned duration; provided, however, any changes on the schedule or project duration shall be agreed upon by the **Parties** and approved by the GQMC.

Section 11. Changes. If changes under this section should result in an increase or decrease in the services originally provided and scheduled, an equivalent adjustment on the obligations, time or both shall subsequently be agreed upon in writing by both **Parties**.

Section 12. 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:

- a. Government act;
- b. Acts of God (including, but not limited to, fire, explosions, flood and natural calamities);
- c. War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- d. Civil commotion, riot, strikes, and disorder; or
- e. Acts/threats of terrorism.

Section 13. Termination. The following events shall entitle the party not in breach to terminate this **Agreement** by immediate written notice:

- a. Failure on the part of the either party to remedy any breach of its obligations hereunder within fifteen (15) days following written notice from the other party specifying the breach with full particulars; and,
- b. Any serious and persistent breach by either party of any provision of this **Agreement**.

The **Parties** may terminate this **Agreement** upon mutual **Agreement**.

In the event this **Agreement** is terminated for causes not 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.

Section 14. Dispute Settlement or Arbitration. All disputes and controversies arising out of in connection with this **Agreement**, or for breach of any provision hereof, which cannot be solved by the herein contracting **Parties**, shall be settled through Arbitration in accordance with PD 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. The venue of any legal action arising out of this **Agreement** shall be brought to the proper court in Pasig City.

Section 15. 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 16. Separability. 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 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 waiver or departure from the terms of this **Agreement** shall be valid unless made in writing and signed by the party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

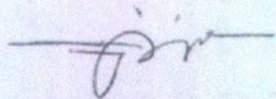
Section 18. Assignment. The benefit of this **Agreement** may not be assigned in whole or in part by a party without the prior written consent of the other.

Section 19. Binding Effect. This **Agreement** shall be binding on the **Parties** and their respective successors-in-interest.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the _____ day of _____, 2017 in Pasig City.

BUREAU OF CORRECTIONS

By:

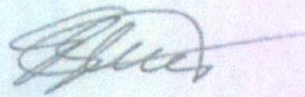


ATTY. BENJAMIN C. DELOS SANTOS
Director General

gms
7/14/2017

**DEVELOPMENT ACADEMY
OF THE PHILIPPINES**

By:

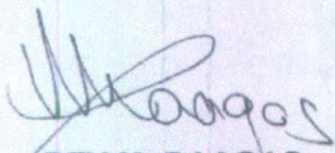


ATTY. ELBA S. CRUZ, PhD, MNSA
President and Chief Executive Officer

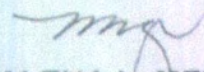


Signed in the presence of:

WITNESSES



REY M. RAAGAS
Chief, Administrative Officer
OIC, Finance Division



MAGDALENA L. MENDOZA
Senior Vice President, Programs

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF PASIG CITY : S.S.

BEFORE ME, on this 26 day of 2017, 2017 at PASIG CITY, personally appeared the following public officials, namely:

ATTY. BENJAMIN C. DELOS SANTOS, with identification no. 31555, in representation of the BUCOR;

-and-

ATTY. ELBA S. CRUZ, PhD, MNSA, with identification no. 60266524, in representation of the DAP.

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 fifteen (15) pages including this page and Annex "A" on which this acknowledgment is written and signed by the Parties and their instrumental witnesses on each page thereof and at the bottom of the same instrument on page "5", 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

ATTY. PATRICK I. PENACHOS
Notary Public
Appointment No. 190 (2016-2017)
Id No. 64485, TIN No. 245-743-744
ACLE Compliance No. V-001046
DAP Bldg., San Miguel Ave.
Pasig City, Metro Manila, Philippines

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