



**PROJECT:**

**Printing of 2019 Educational Management Test (EMT) Test Booklets and Non-Classified Materials, Printing of Scannable Answer Sheets and Certificates of Ratings, and Processing of Test Results and Statistical Data Output Requirements**

**MOA NO.:**

**2019-11-BEA2(003AMP008)-BV-NPAA-091-MOA042**

**MEMORANDUM OF AGREEMENT (MOA)**

**THIS Agreement** is made and entered into this DEC 27 2019 day of 2019 by and between:

**The DEPARTMENT OF EDUCATION**, a government entity mandated by law, particularly B. P. 232 otherwise known as the "Education Act of 1982", as amended by Republic Act No. 9155, otherwise known as "Governance of Basic Education Act of 2001" with office address at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Assistant Secretary for Curriculum and Instruction, **ALMA RUBY C. TORIO**, herein referred to as "**DEPED**".

**And**

**The APO PRODUCTION UNIT, INC.**, a government corporate entity and a recognized government printer (RGP), with Corporate Powers (GICP) pursuant to Republic Act No. 101419, otherwise known as "GOCC Governance Act of 2011," with principal address at 2nd Floor, Philippine Information Agency Building (PIA), Visayas Avenue, Barangay Vasra, Quezon City, represented herein by its Chairman and President, **MICHAEL J. DALUMPINES**, herein referred to as "**APO PRODUCTION**".

**DEPED** and **APO PRODUCTION** shall be collectively called "**PARTIES.**"

*WITNESETH: That*

**WHEREAS, DEPED**, through the Bureau of Education Assessment (BEA) is in need of supplier for the printing of 2019 Educational Management Test (EMT) Test Booklets and Non-Classified Materials, printing of Scannable Answer Sheets and Certificates of Ratings, and processing of Test Results and Statistical Data Output Requirements;

**WHEREAS, APO PRODUCTION** submitted a Certification dated November 5, 2019 which states that: (i) it has the mandate to deliver the goods and services required by the procuring entity; (ii) it has the absorptive capacity to undertake the project; (iii) it owns and has the access to the necessary tools and equipment required for the project; and, (iv) it shall not engage the services of subcontractors for the project or any portion thereof, as provided for in Section

*[Signature]*  
**DOMINIC F. TAJON**  
Sales and Marketing Manager  
**APO PRODUCTION'S WITNESS**

*[Signature]*  
**MICHAEL J. DALUMPINES**  
**APO PRODUCTION**

*[Signature]*  
**NELIA V. BENITO**  
**DEPED'S WITNESS**

*[Signature]*  
**ALMA RUBY C. TORIO**  
**DEPED**



53.5 and Annex "H" Consolidated Guidelines for the Alternative Methods of Procurement, of the 2016 Revised Implementing Rules and Regulations (IRR) of R.A. 9184 on Agency-to-Agency Procurement;

**WHEREAS**, the services of **APO PRODUCTION** were procured by **DEPED** through the Bureau of Education Assessment (BEA), under Resolution to Award No. 2019-11-BEA2(003AMP008)-BV-NPAA-091 dated 20 November 2019.

**NOW THEREFORE, PREMISES CONSIDERED**, the **Parties** hereby agree as follows:

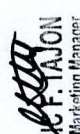
**I. DURATION OF ENGAGEMENT**

This Agreement shall take effect immediately upon signing and ends on June 1, 2020.


**II. DUTIES AND RESPONSIBILITIES**

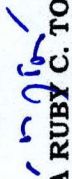
**A. Of the APO PRODUCTION**

1. Shall strictly comply with the Technical Specifications. Should the goods and services fail to conform with the technical specifications, **APO PRODUCTION** shall replace or make the necessary adjustments/corrections to meet the requirement. Cost of Non-compliant goods not replaced or adjusted/corrected by **APO PRODUCTION** shall be deducted from the contract price;
2. Prepare layout/design of Educational Management Test (EMT) Test Booklets, Non-Classified Materials, Scannable Answers Sheets, and Certificate of Ratings with the approval of **DEPED**;
3. Print, pack and label EMT test booklets, non-classified materials, and scannable answer sheets in accordance with the Technical Specifications;
4. Provide living quarters, meals, personal needs and medical care to all quarantined personnel of **DEPED** and **APO PRODUCTION** for the entire duration of the quarantined period or **for four (4) calendar days**;
5. Provide and maintain twenty-four (24) hour communication network between **DEPED** and **APO PRODUCTION** – i.e., land lines, fax machines, cellular phones and internet connection;
6. Prepare Allocation Summary and Packing Guide of test booklets and answer sheets;


  
DOMINICK F. TAJON  
Sales and Marketing Manager  
APO PRODUCTION'S WITNESS

  
MICHAEL J. DALUMPINES  
APO PRODUCTION

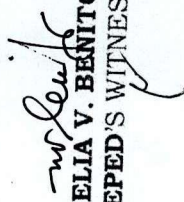
  
NF. IA V. BENITO  
ED'S WITNESS

  
ALMA RUBY C. TORIO  
DEPED



  
DOMINSE TAJON  
Sales and Marketing Manager  
APO PRODUCTION'S WITNESS

  
MICHAEL J. DALUMPINES  
APO PRODUCTION

  
NELIA V. BENITO  
DEPED'S WITNESS

  
ALMA RUBY C. TORIO  
DEPED

7. Provide twenty (20) male personnel during the accounting of EMT test booklets;
8. Provide office supplies, such pens, pencils, packing tapes, markers, plastics etc. during the accounting of test booklets;
9. Provide one (1) year exclusive use of warehousing for EMT test booklets, non-classified materials, and Scannable Answer Sheets, which shall commence ten (10) days after test administration;
10. Deliver EMT test materials at the identified Testing Center located within Metro Manila on May 17, 2020;
11. Retrieve EMT test materials from the identified Testing Center located within Metro Manila on May 17, 2020;
12. Batch, sort, account, scan and process test results of EMT within five (5) calendar days;
13. Deliver statistical data output requirements in electronic copies at **DEPED on or before May 20, 2020**;
14. Implement appropriate security procedures, mechanisms, and maintain and ensure the confidentiality of the EMT test materials during the printing, delivery, retrieval and storage period;
15. Turn-over to **DEPED** all documents related to the EMT materials.

**B. Of DEPED**

1. Prepare and finalize the camera-ready form of Educational Management Test (EMT) test booklets and non-classified materials;
2. Prepare and finalize the contents and variables to be included in the EMT scannable answer sheets and certificate of ratings;
3. Furnish and/or provide **APO PRODUCTION** with the allocation/delivery destination lists of EMT test materials per schools, per district, per division and per region;
4. Furnish and provide **APO PRODUCTION** with the list of complete names, addresses and contact numbers of **DEPED** Division Offices' personnel to receive and/or release the EMT test materials;



  
DOMINICE TAJON  
Sales and Marketing Manager

APO PRODUCTION'S WITNESS

  
MICHAEL J. DALUMPINES  
APO PRODUCTION

  
NELIA V. BENITO  
DEPED'S WITNESS

  
ALMA RUBY C. TORIO  
DEPED

5. Conduct workshop orientation to field personnel, *i.e.*, Regional Testing Coordinators, Division Testing Coordinators, School Testing Coordinators and Room Examiners;
6. Assign quarantined BEA personnel to monitor and supervise: (i) *printing, packing, labeling and releasing of test booklets and its implementation*; (ii) *implementation of security procedures and mechanisms*; and (iii) *compliance with technical specifications*;
7. Inspect, test or cause the testing of the goods delivered by **APO PRODUCTION** at any stage of the contract – during printing of the EMT test booklets, non-classified materials, scannable answer sheets; and check or verify its conformity with technical specifications;
8. Administer EMT in selected school nationwide;
9. Perform manual checking/scoring to validate the test results of scanning and processing of statistical data output requirements submitted by the **APO PRODUCTION**; and
10. Review, evaluate, verify and approve the processed test results and statistical data output requirement submitted by **APO PRODUCTION**;

III. **DEPED** shall pay **APO PRODUCTION** the agreed amount of **PHILIPPINE PESOS NINE HUNDRED SEVENTY SIX THOUSAND ONE HUNDRED SIXTY FOUR (Php976,164.00)**, after submission and acceptance of all EMT printed test materials, test administration, detailed as follows:

Package	Particulars	Amount
1	Printing of 2019 Educational Management Test (EMT) Test Booklets and Non-Classified Materials	588,084.00
2	Printing of Scannable Answer Sheets and Certificate of Ratings; and Processing of Test Results and Printing of Individual Certificate of Ratings and Data Output Requirements	388,080.00



  
DOMINCE LAJON  
Sales and Marketing Manager

APO PRODUCTION'S WITNESS

Payment shall be made to the **APO PRODUCTION** 100% of the total contract price after signing of this Memorandum of Agreement; after completion of the printing and delivery of test booklets and scannable answer; and after retrieval of test materials, printing of Certificate of Ratings, processing of test results and statistical data output requirements.

#### IV. SCHEDULE OF ACTIVITIES AND SUBMISSION OF OUTPUTS/DELIVERABLES

Activities and Corresponding Outputs/Deliverables	Date
Print, pack and label EMT Test Booklets (4 calendar days)	May 11-14, 2020
Layout/design of Educational Management Test (EMT) Scannable Answer Sheets (7 calendar days)	May 4-11, 2020
Print, pack and label EMT Scannable Answer Sheets (2 calendar days)	May 12-14, 2020
Deliver EMT test materials (1 calendar day)	May 17, 2020
Administration of EMT	May 17, 2020
Retrieve EMT test materials (1 calendar day)	May 17, 2020
Process EMT test results (5 calendar days)	May 19-24, 2020
Submit EMT statistical data output requirements	May 27, 2020
Deliver EMT Certificate of Ratings (1 calendar day)	June 1, 2020

Submission of statistical data output requirements shall be on or before May 27, 2020.


#### V. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights and all Educational Management Test (EMT) printed materials, including all raw data, processed assessed data, statistical data output requirements created by this Memorandum of Agreement shall be owned by **DEPED. APO PRODUCTION** holds **DEPED** free and harmless from any and all liabilities arising from copyright infringement claims and/or any other intellectual property claims or suits from third parties relative to this Memorandum of Agreement.

#### VI. DATA PRIVACY, SECURITY AND NON-DISCLOSURE CLAUSE

**APO PRODUCTION** acknowledges that this Agreement is dependent on the trust and confidence reposed on him by the **DEPED**. It also acknowledges that, in the course of carrying out

  
MICHAEL J. DALAMPINES  
APO PRODUCTION

  
NELIA V. BEMTO  
DEPED'S WITNESS

  
ALMA RUBY C. TORIO  
DEPED



  
DOMINICK JAXON  
Sales and Marketing Manager

APO PRODUCTION'S WITNESS

the duties under this Agreement, it may receive documents, or become privy to confidential matters and/or sensitive discussions with or between **DEPED** official (the "Confidential Information"), it shall comply with the relevant provisions of the Data Privacy Act of 2012, its Implementing Rules and Regulations and pertinent circulars of the National Privacy Commission. **APO PRODUCTION** shall not use any confidential information, or make copy, record, duplicate any document or reduce it into writing, without the prior written consent of **DEPED**, acquired during the term of this agreement, unless otherwise provided by law.

**VII. RECTIFICATION/MODIFICATION**

**APO PRODUCTION** shall shoulder the expenses to rectify the error in cases of mis-labeled and/or mis-sent test materials or lacking as to the allocation list per school, per district, per division and per region.

1. Lost and/or wet test booklets, scannable answer sheets, school headers, non-classified materials **during delivery** must be replaced by **APO PRODUCTION** and penalized accordingly without prejudice to the filing of appropriate charges against **APO PRODUCTION**.

**Formula:**

No. of Test Booklets x Php100.00 = Amount of Deduction  
No. of Scannable Answer Sheets x Php50.00 = Amount of Deduction

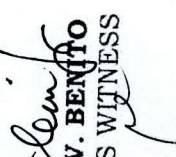
2. Lost and/or wet test booklets, scannable answer sheets, school headers, non-classified materials **during retrieval** must be replaced by **APO PRODUCTION** and penalized accordingly without prejudice to the filing of appropriate charges against **APO PRODUCTION**.

**Formula:**

No. of Test Booklets x Php100.00 = Amount of Deduction  
No. of Scannable Answer Sheets x Php50.00 = Amount of Deduction

3. All expenses for the **re-test** shall be shouldered by the **APO PRODUCTION** including the test materials to be used;
4. Lost and/or wet test booklets **during the one (1) year warehousing (storage period)** must be replaced by **APO PRODUCTION** and penalized accordingly without prejudice to the filing of appropriate charges against **APO PRODUCTION**.

  
MICHAEL DALUMPINES  
APO PRODUCTION

  
NELIA V. BENITO  
DEPED'S WITNESS

  
ALMA RUBY C. TORIO  
DEPED



**Formula:**

No. of Test Booklets x Php100.00 = Amount of Deduction  
No. of Scannable Answer Sheets x Php50.00 = Amount of Deduction

**VIII. AMENDMENTS**

All amendments to this Agreement shall be made in writing and signed by the duly authorized representatives of the Parties, subject to the requirement for contract amendment under Republic Act No. 9184 and its revised Implementing Rules and Regulations (IRR).

**IX. MISCELLANEOUS**

**DEPED** shall have the right to engage the services of other service providers, at any time at its sole discretion, for records that have not been referred to **APO PRODUCTION**.

**DEPED** reserves the right to amend any of the above terms and conditions upon written notice to **APO PRODUCTION**. Such changes shall become effective and binding upon **APO PRODUCTION** in the event it does not object or reply to such written notice within a period of ten (10) days from **APO PRODUCTION's** receipt of said notice.

**X. TERMINATION and BREACH OF SECURITY**

Breach of Security during the printing, processing and delivery and retrieval period resulting to leakage of confidential test materials or that of its contents will result to forfeiture of the entire value of the contract and termination thereof.

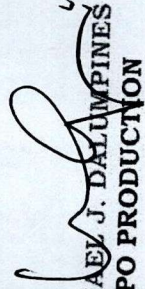
This Memorandum of Agreement shall also be terminated by mutual agreement of the Parties and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

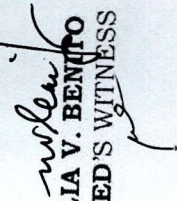
**XI. LIQUIDATED DAMAGES**


The **APO PRODUCTION** shall be liable for the damages for failure to deliver any or all of the goods and/or delay in its performance of the services within the period specified in this Contract and under applicable law, deduct from the contract price as liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of

  
DOMINIC F. AJON  
Sales and Marketing Manager

APO PRODUCTION'S WITNESS

  
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APO PRODUCTION

  
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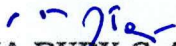
every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to the **APO PRODUCTION**, or collect from any of the securities or warranties posted by the **APO PRODUCTION**, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind the Contract without prejudice to other causes of action and remedies open to it.

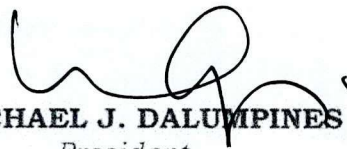
## **XII. SETTLEMENT OF DISPUTES**

The **Parties** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242<sup>1</sup> and Executive Order No. 292.<sup>2</sup> Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.


**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with governing laws on the day and year first above written.

*SIGNED, SEALED AND DELIVERED BY:*

  
**ALMA RUBY C. TORIO**  
Assistant Secretary  
**DEPED**

  
**MICHAEL J. DALUMPINES**  
President  
**APO PRODUCTION**

*SIGNED IN THE PRESENCE OF:*

  
**NELIA V. BENITO**  
DEPED's Witness

  
**DOMINIC F. TAJON**  
Sales and Marketing Manager  
**APO PRODUCTION's Witness**

<sup>1</sup> Prescribing the Procedure for Administrative Settlement or Adjudication of Disputes, Claims and Controversies Between or Among Government Offices, Agencies and Instrumentalities, Including Government-Owned and Controlled Corporations, and for Other Purposes.

<sup>2</sup> Administrative Code of 1987



APPROVED BY:

**DIOSDADO M. SAN ANTONIO**  
Undersecretary

CERTIFIED FUNDS AVAILABLE:

₱976,164.00

**MA. RHUNNA L. CATALAN**

Chief Accountant

₱976,164.00 ACN 696  
310100100001000 4-17-2019  
**ALLOTMENT AVAILABLE**

**SELWYN C. BRIONES**  
Supervising Administrative Officer  
OIC, Budget Division

REPUBLIC OF THE PHILIPPINES)  
**PASIG CITY, METRO MANILA** ) S.S  
**QUEZON CITY**

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for **QUEZON CITY**,  
Philippines, this DEC 27 2019 day of 2019 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**

(Number, Issued On, Issued By)

**ALMA RUBY C. TORIO**  
Assistant Secretary  
**DEPED**

**MICHAEL J. DALUMPINES**  
President  
**APO PRODUCTION**

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a MEMORANDUM OF AGREEMENT consisting of nine (9) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No. 246 ;  
Page No. 48 ;  
Book No. 174 ;  
Series of 2019.

**NOTARY PUBLIC**

**ATTY. JASON S. DE BELEN**

Roll No. 16259

Adm. No. NP-006 Notary Public (2018-2019)  
Unit M Panay Commercial Building  
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.  
IBPAR No. 42250802; QC 12-17-18  
PTR No. 7323530; QC 1-3-19  
MCLE VI-0022012; 4-14-22

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