



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON
GATE 2, KARANGALAN VILLAGE
1900 CAINTA, RIZAL

PROJECT: Procurement of Professional Consultancy Services for the Development of Online System for the FY2021 NQESH Administration and Management

CONTRACT NO.:

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into and executed this 2nd day of December 2021, at Gate 2 Karangalan Drive, Cainta, Rizal, Philippines, by and between:

Juan
The **DEPARTMENT OF EDUCATION-Region IV-A (DepEd R-4A)** an Agency of the national government of the Republic of the Philippines, created by virtue of Batas Pambansa (B.P.) No. 232 "The Education Act of 1982" as amended by Republic Act (R.A.) No. 9155 otherwise known as "Governance of Basic Education Act of 2001", with principal office address at DepEd Regional Office Karangalan Village, Gate 2, Cainta Rizal, represented by its Regional Director, **FRANCIS CESAR B. BRINGAS**, herein referred to as "**DEPED**";

-and-

f
ASEA METRICS HR SOLUTIONS INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Unit A, 29th Floor, Rufino Pacific Tower, 6784 Ayala Avenue corner V.A. Rufino Street, Legaspi Village, Makati City, represented by its Chief Executive Officer, **EDELUISA MANALO-MAPAGU**, hereinafter referred to as "**ASEAMETRICS**";

Mapagu
DEPED and **ASEAMETRICS** shall be collectively called "**Parties**";

WITNESSETH:

Mapagu
WHEREAS, DEPED, through the Bureau of Human Resource and Organizational Development ("**END USER**" hereafter), is mandated to ensure that every school has a competent and qualified school head. Relative to this, the National Qualifying Examinations for School Heads (NQESH) continues to be the primary mechanism to safeguard and gauge the competency and quality of the aspiring school leaders in DepEd Schools;

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WHEREAS, based on data gathered by the **END USER** from DepEd Regional and Schools Division Offices, there are still several schools with unfilled Principal 1 positions due to lack of Principals' Test passers. Thus, there is an urgent need to employ alternative methods and modalities to administer the NQESH amidst the ongoing pandemic;



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WHEREAS, in pursuit of the said mandate, **DEPED** needs to undertake the **Procurement of Consultancy Services for the Development of Online System for the FY2021 NQESH Administration and Management** ("Project" hereafter);

WHEREAS, **ASEAMETRICS** signified its intention and capability to undertake the Project through their submitted Technical Proposals as contained in the Bidding document numbers one (1) to eight (8), wherein it is specified that it has the mandate to deliver the goods and services required to fully comply the major deliverables of the **Project**; it has the absorptive capacity to undertake the **Project**; and it has the necessary expertise, tools, and resources required for the **Project**;

WHEREAS, **ASEAMETRICS** is an HR Consulting firm that helps companies solve talent-related business problems, and provides technology-based HR solutions.

WHEREAS, **ASEAMETRICS**, offers HR Avatar for the integrated solution to automate the development and management of the NQESH.

WHEREAS, the services of **ASEAMETRICS** were procured by **DEPED** in accordance with the procedure for Contracting Consulting Services laid down under RA 9184 and its updated 2016 IRR.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements, the **Parties** do hereby agree and contract as follows:

Article I

Scope and Duration of this Agreement

1.1. This agreement sets forth the terms and conditions in which the **Parties** undertake to perform their respective obligations. This contract is deemed to include:

- (1) Bidding Documents;
- (2) Financial Proposal Submission Form 1-6;
- (3) Technical Proposal Submission Form 1-4;
- (4) Curriculum Vitae for Professional Staff 1-8;
- (5) Technical Proposal Submission Form 7-8;
- (6) Omnibus Sworn Statement dated October 28, 2021 executed by Edeluisa M. Mapagu;
- (7) Bid Securing Declaration of Edeluisa M. Mapagu dated October 28, 2021;
- (8) Certificate of Philgeps Registration, and
- (9) List of Eligibility Documents of Asea Metrics HR Solutions, Inc. including its attachments.

1.2. The duration of the consultancy services shall be One Hundred Eighty (180) days from the date of receipt of the Notice to Proceed (NTP).



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Article 2

Statement of Consideration

- 2.1. For and in consideration of the consultancy services rendered, **DEPED** shall pay **ASEAMETRICS** the corresponding amount, based on actual service rendered in accordance with Article 5 hereof, and which total amount shall not exceed **Philippine Pesos Six Million Two Hundred Sixty-Three Thousand Forty (6,263,040.00)**, inclusive of tax.

Article 3

Obligations of the Parties

- 3.1. The obligations of the **Parties** are defined as follows:

DEPED's Roles and Responsibilities:

- a) **DEPED**, through the **ENDUSER**, shall provide **ASEAMETRICS** all necessary data, information, documents, and other materials for the completion of the **Project**;
- b) **DEPED** retains ownership of question and exam content housed within the solution offering.
- c) **DEPED**, through the **ENDUSER**, shall provide Spot Checkers who are tasked to:
- i check for and prevent the use of cheat sheets
 - ii monitor examinee response testing behavior, response time, viewing frequency, and history of editing/changing answers
 - iii check environment with webcam for prohibited items
- d) **DEPED** shall ensure timely payment for the services in accordance with this Agreement.

ASEAMETRICS's Roles and Responsibilities

- a) **ASEAMETRICS** shall provide a computerized examination system for the FY2021 National Qualifying Examination for School Heads (NQESH) that:
- i will handle item banking, automate analysis, and test assembly
 - ii is capable of maintaining the integrity and confidentiality of the test;
 - iii is seamlessly integrated based on the requirements and process flow agreed upon during the business requirements phase;
 - iv is fully online to be simultaneously administered from home with



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proctoring solution to ensure integrity and confidentiality of the test.

v. Meets the following technical requirements:

- 1) Device Compatibility: can be accessed through Desktop/Laptop PC and Mac devices and Tablet Devices – iPad and Microsoft Surface Pro.
- 2) Web Browsers to access exam taker portal; the latest version of Google Chrome (recommended) and Firefox.
- 3) Device with Audio and Video capability
- 4) Internet Connection – for File Download/Upload; 2.5 Mbps upload minimum
- 5) Operating System Support: Windows, Mac, and iOS

- b) **ASEAMETRICS** shall provide the **ENDUSER** unlimited access to the National Qualifying Examination for School Heads (DepEd NQESH) Computerized System and provisions in Article 6 of this agreement;
- c) **ASEAMETRICS** shall provide enabling sessions and technical assistance to the users designated by the **ENDUSER** on the navigation and use of the system;
- d) **ASEAMETRICS** shall provide **DEPED** members access to the digital practice exercises that will be used to orient the examinees prior to taking the NQESH;
- e) **ASEAMETRICS** shall provide a technical support team or helpdesk to assist proctors, DepEd spot checkers, and other authorized users of DepEd NQESH Computerized System before, during, and after the conduct of the NQESH;
- f) **ASEAMETRICS** shall sign a Non-Disclosure Agreement before the **ENDUSER** turns over test items for provider to assist with question importation into the platform;
- g) **ASEAMETRICS** shall provide consulting on the new item types and recent trends in Psychometric, in the course of the test development process;
- h) **ASEAMETRICS** shall provide post-engagement quality assurance support for the migration/transfer of NQESH Test Items to the online assessment platform for submission to the **ENDUSER**.
- i) **ASEAMETRICS** shall ensure safe storage and data keeping of test items in the software for **three (3) years consistent with** the provisions in Article 6, 7

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and 8 of this agreement, unless otherwise terminated early by the **ENDUSER** in writing.

- j) **ASEAMETRICS** shall observe the following phases in activities and provide the indicated technical specifications:

Areas	Features and Functionalities of the Platform
Phase 1: Automation of Test Development and Management Systems <ul style="list-style-type: none">• Business requirements gathering• Design of UI and reports• Development of NQESH Online System• User Testing• Installation and Configuration• Inputting of Test Items	<ul style="list-style-type: none">• Can generate Exam Type Masterlist• Can enable item banking and creation of multiple forms that use different items• Can enable item randomization within forms• Can support both traditional (MC, Multi Correct, Fill Blank, Essay, Drag Drop) and modern (rating scale, branching multi-stage, situational animation or video-based, audio or video capture) item types• Can provide multiple levels of media presentation (pdf files, video, audio).• Can provide a clear audit trail for the content of anyone test• Can allow eventual retirement of questions and reassignment to practice tests• Can provide reasonable protection for items• Can allow the establishment of a presentation framework for all tests that is consistent and professional
Phase 2: Computerized Test Management and Test Delivery, and Processing and Releasing of Results <ul style="list-style-type: none">• Capacity Building for end-users• Communication to Examinees• Conduct of Online NQESH (March 2022)• Release of Results and Certificate of Ratings	Test Administration: <ul style="list-style-type: none">• Is scalable – allowing for virtually any number of test takers at any time (24x7)• Can work within any modern web browser without any plugins.• Is mobile capable; can be accessed through phone, tablet, and the like• Can provide a professional, DEPED centered assessment experience, including messaging before the actual assessment• Can automatically save test progress and pick up where the test left off in case of disruptions.• Can provide multiple levels of



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	<p>media presentation based on available bandwidth when rich media is used</p> <ul style="list-style-type: none">• Can allow mock examinations to be administered in a seamless fashion.• Can provide completion confirmations to candidates via email or application message. <p>Candidate Privacy:</p> <ul style="list-style-type: none">• Can support commonly accepted procedures for privacy and data protection, to include configurable data retention periods, data pseudonymization periods, and data encryption – in transit and at rest <p>Test Security</p> <ul style="list-style-type: none">• Can be administered only via SSL• Can enable various levels of remote proctoring, including image/audio/video capture, audio/video recording only, and the option for additional proctoring beyond AI such as professional human invigilator review.• Can provide automated ID verification.• Can record the test during ongoing and flag suspicious activities• Can employ proven artificial intelligence techniques to detect suspicious activity such as unauthorized faces appearing, unorthodox candidate facial movements, among others• Can provide for optional but user-friendly use of a locked-down web browser that can block access to other online sites and activity outside the test itself• Can retain audio/video recordings historical access and review when required for reviewing evidence.• Can enable asynchronous review of recorded audios/videos and recording of notes by reviewers,
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	<p>including options of adding dispositions for internal administrative review.</p> <p>Processing and releasing of results</p> <p>a) User-friendly Dashboard and analytics</p> <p>b) Scoring and Report Generation</p> <ul style="list-style-type: none">• Can allow for customized report generation and distribution to either administrator or candidate• Can provide online and batch download access to results and score data in appropriate formats for administrators• Can provide customizable aggregate reporting <p>c) Support Generation of Certificate of Rating (COR)</p> <ul style="list-style-type: none">• Support administration in aggregating data to be used to communicate exam performance and generate reporting/documentation of student performance.
Phase 3: Project Analytics and Reporting	Project-end report consolidating the data gathered during Phases 1 and 2, with recommendations on process improvements and candidates' data insights.

k) **ASEAMETRICS** shall produce the following major deliverables:

- i. Work Plan for the Development of NQESH Online System
- ii. Completed User Acceptance Testing (UAT)
- iii. System Guide and Manual
- iv. Capacity Building and Technical Assistance for Authorized Users
- v. FY 2021 NQESH Results
- vi. Certificates of Rating of all Test takers
- vii. Technical Reports

l) **ASEAMETRICS** shall observe all other conditions in Item II of Section VI of the Terms of Reference in the Bidding Documents of this **Project**.

Article 4
Monitoring and Evaluation



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- 4.1. **DEPED**, through the **ENDUSER** shall monitor the compliance of **ASEAMETRICS** with its roles and responsibilities under this Agreement and the Terms of Reference and oversee the overall implementation of the **Project**.
- 4.2. The remedies available in the General Conditions of the Contract which forms part of Bidding Documents and other relevant provisions shall be resort to by DepEd to monitor compliance and evaluation of the **Project**.

Article 5
Payment

- 5.1. Payment for services of **ASEAMETRICS** shall be based on the full and satisfactory execution, performance, and delivery of all the documentary requirements as indicated in the Terms of Reference and detailed as follows:

Milestones/Deliverables	Delivery Schedule	Payment Schedule	Percentage
<ul style="list-style-type: none">• Work Plan for the Development of NQESH Online System• Completed User Acceptance Testing (UAT)	within 2 months upon signing of MOA	1 st tranche - upon completion of the UAT	50% of Total Contract Price
<ul style="list-style-type: none">• DepEd NQESH Online System Go Live• Test Items Automation• Online Test Management and Delivery• Online Processing and Releasing of Results• System Guide and User Manual• Capacity Building and Technical Assistance for Authorized users	4 th month of engagement	2 nd tranche - upon submission and acceptance of activity or accomplishment report	30% of Total Contract Price
<ul style="list-style-type: none">• FY2021 NQESH Results• Certificates of Rating• Technical Reports	6 th month of engagement	3 rd and Final tranche - upon submission and acceptance of Technical Report	20% of Total Contract Price

- 5.2. Final payment shall be made upon issuance of Certificate of Completion signifying 100% completion of project deliverables, subject to relevant budgeting, accounting and auditing rules and regulations.



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Article 6
Intellectual Property

- 6.1. All plans, drawings, specifications, designs, reports, other documents and software prepared by the **ASEAMETRICS** for the **DEPED** under this Agreement shall become and remain the property of **DEPED** through the **ENDUSER**, and the **ASEAMETRICS** shall, prior to termination or expiration of this Agreement, deliver all such documents to **DEPED** through the **ENDUSER**, together with a detailed inventory thereof. **ASEAMETRICS** may retain a copy of such documents and software. **ASEAMETRICS** may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the Special Conditions of the Contract (SCC) of the Bidding Documents of this **project**.
- 6.2. All computer programs developed by the **ASEAMETRICS** under Agreement shall be the sole and exclusive property of the **DEPED** through the **ENDUSER**; provided, however, that **ASEAMETRICS** may use such programs for its own use with prior written approval of **DEPED** through the **ENDUSER**. If license agreements are necessary or appropriate between the **ASEAMETRICS** and third parties for purposes of development of any such computer programs, **ASEAMETRICS** shall obtain the **DEPED**'s prior written approval to such agreements. In such cases, **DEPED** shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

Article 7
Data Privacy, Security and Non-Disclosure Clause

- 7.1. The **Parties** shall comply with the applicable provisions of Republic Act No. 10173 or the Data Privacy Act of 2012, its Implementing Rules and Regulations, and the issuances and circulars of the National Privacy Commission, as well as other applicable personal privacy and security laws and regulations ("Privacy Laws"). The **Parties** shall, at all times, implement the appropriate and reasonable level of organizational, physical, and technical security measures to ensure the confidentiality, integrity, and availability of any personal data that might be processed pursuant to this Agreement.
- 7.2. In the event that any personal data will be disclosed in relation to this Agreement, the party disclosing such personal data shall ensure that the required consents under the Privacy Laws have been obtained from the relevant data subjects. Each party hereby represents and warrants that it has obtained the required consents of its employees, personnel, contractors, agents, and representatives whose personal, sensitive and/or privileged information may be disclosed in connection with this Agreement.



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- 7.3. Prior to the processing of personal and sensitive personal information, **ASEAMETRICS** shall provide Data Privacy Notice and Consent form to all the registrants who are employees of **DEPED** and who will be using the system and shall bind itself to comply with Data Privacy Act of 2012, its implementing rules and regulations as well as pertinent issuances of Data Privacy Commission in the processing as well as breach of the information. **DEPED** shall not be held accountable during the breach of information.

Article 8
Confidentiality

- 8.1. The **Parties** shall not, during the term of this Agreement and **even after its expiration**, disclose any proprietary or confidential information relating to the agreed terms or the organization and operations of the **Parties** without prior consent of **DEPED** through the **ENDUSER**.
- 8.2. The **ASEAMETRICS** shall not use, make copy, record, duplicate any material or document acquired in the course of this Agreement without the prior written consent of **DEPED** through the **ENDUSER**, unless otherwise provided by law.
- 8.3. The **ASEAMETRICS** shall implement appropriate security procedures, mechanisms, and maintain and ensure the confidentiality of the questions and examination content during the evaluation and review period until final submission to **DEPED** through the **ENDUSER**.

Article 9
Amendments

- 9.1. Any change, modification or amendment of this Agreement shall be made in writing and signed by the duly authorized representatives of the **Parties**, subject to the requirement for agreement amendment under R.A. 9184 and its Implementing Rules and Regulations.

Article 10
Miscellaneous Provisions

- 10.1. If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.
- 10.2. It is further stipulated and expressly understood that existing laws, guidelines, and rules and regulations especially RA 9184, 2016 Updated IRR of RA 9184 and GPPB issuances shall be deemed to form part of this Agreement.
- 10.3. Nothing in this Agreement shall constitute a partnership among the parties nor constitute one party the agent of the other parties and vice versa. Except as set out in this Agreement, no party shall have express or implied authority



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to bind or represent any other party for any purpose whatsoever unless expressly agreed in writing by the party concerned.

- 10.4. The parties shall not assign their responsibilities to any third party without prior written notice to the other parties.
- 10.5. This Agreement constitutes the entire agreement among the parties and supersedes all previous agreements and all previous undertakings, representations, warranties, and conditions made or given by or on behalf of the parties to the others, relating to the subject matter of this Agreement, whether oral or written, express or implied.

Article 11

Termination and Breach of Security

- 11.1. This Agreement may be terminated by a party due to the other party's non-performance of its roles and responsibilities and/or non-compliance with the provisions of this Agreement, pursuant to Annex "I" of the Updated 2016 IRR and Items 27, 28 and 29 of the General Conditions of the Contract (GCC) of the Bidding Documents of this **Project**.

Article 12

Liquidated Damages

- 12.1 If **ASEAMETRICS** fails to deliver any or all of the project within the period specified in this Contract, DepEd shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the contract price, as liquidating damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the project for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, DepEd may consider termination of this Contract pursuant to GCC Clause 27 and Annex "I" of the Updated 2016 IRR of RA 9186.

Article 13

Settlement of Disputes

- 13.1 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 this Agreement. Should such dispute not be resolved amicably, the same may be filed in the Regional Trial Court having jurisdiction of Cainta, Rizal only.

Article 14

Effectivity

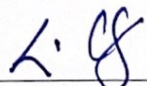


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14.1. This Memorandum of Agreement shall take effect upon signing hereof and shall remain in full force and effect until completion of the Project, unless earlier terminated pursuant to the provisions of this Agreement.

IN WITNESS WHEREOF, the **Parties** to this Agreement have hereunto affixed their signatures on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:




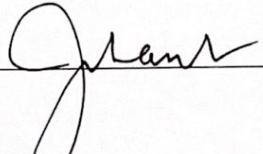
FRANCIS CESAR B. BRINGAS
Regional Director
DEPED REGION IV-A



EDELUISA M. MAPAGU
Chief Executive Officer
ASEAMETRICS

SIGNED IN THE PRESENCE OF:






ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in PARAÑAQUE CITY, personally appeared the following:

Name	Government Issued ID (Details)	Date and Place Issued
FRANCIS CESAR B. BRINGAS	Non-Professional Driver's License No. A08-89-001189	2023/10/02 Quezon City
EDELUISA MANALO-MAPAGU	P0252385A	DFA MANILA

 Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, signed by the **PARTIES** and their instrumental witnesses, and they acknowledged to me that the same is their free voluntary act and deed and that of the corporations they represent respectively. This Memorandum of Agreement consists of twelve (12) pages including this page in which this acknowledgment is written, signed by the **parties** in their instrumental witnesses each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date of the day first written above

DEC 15 2023
ATTY. CARLOS M. CARLOS
NOTARY PUBLIC - PARAÑAQUE CITY
COMM. NO. 242 - EXT. UNTIL 12/31/2021-B.M.NO. 3706
ROLL NO. 43869
P.P. NO. 03068 - LIFETIME MEMBER
PTR NO. 2571288 - 01/04/2021, PARAÑAQUE CITY
ECLE VI-0824258 - 08/20/2020
UNIT 155, VALLEY 1, BRGY SAN ANTONIO
BUCAT, PARAÑAQUE CITY