

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT (MOA)** is made and entered into this 25th day of September 2017 at the City of _____ by and between:

The **GOVERNMENT SERVICE INSURANCE SYSTEM**, a social insurance institution created under Commonwealth Act No. 186, as amended, and operating under its present Charter, Republic Act No. 8291, otherwise known as the "GSIS Act of 1997," with principal office address at GSIS Headquarters, Financial Center Area, Pasay City, represented herein by its Officer-in-Charge, President and General Manager (OIC-PGM) **NORA MALUBAY-SALUDARES**, hereinafter referred to as the "**GSIS**",

and

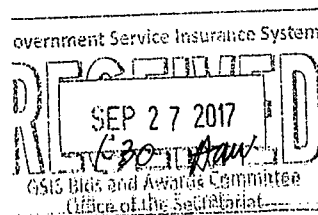
The **CIVIL SERVICE COMMISSION**, a Constitutional Commission, duly organized and existing under the laws of the Republic of the Philippines operating as the central human resource agency of the government, with principal office address at CSC Building, IBP Road, Constitution Hills, 1126 Quezon City, represented herein by its Chairperson, **ALICIA DELA ROSA-BALA**, hereinafter referred to as the "**CSC**".

RECITALS:

WHEREAS:

1. It is the policy of the State to promote integrity, accountability, proper management of public affairs and public property, as well as establish effective practices aimed at the prevention of graft and corruption in government. Towards this end, the State shall maintain honesty and responsibility among its public officials and employees, and shall take appropriate measures to promote transparency in each agency with regard to the manner of transacting with the public, which shall encompass a program for the adoption of simplified procedures that will reduce red tape and expedite transactions in the government.
2. Republic Act No. 9485, otherwise known as "An Act to Improve Efficiency in the Delivery of Government Service to the Public by Reducing Bureaucratic Red Tape, Preventing Graft and Corruption, and Providing Penalties Thereof" or the "Anti-Red Tape Act of 2007" (ARTA) was enacted on June 2, 2007.
3. The **CSC**, as the central human resource agency of the Philippine Government, was tasked under the ARTA to initiate the Report Card Survey (RCS), an evidence-based survey which features actual responses of customers of an agency and an inspection checklist done by a qualified enumerator.
4. The **CSC**, through its sixteen (16) Regional Offices (ROs), has conducted the ARTA RCS since 2010 in different government agencies nationwide.

Alicia Dela Rosa-Bala



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[Handwritten initials]

5. The RCS is an effective tool in determining and monitoring agencies' compliance with the ARTA and customer satisfaction, and it complements an agency's performance and quality management system.
6. The Citizen's Satisfaction Center Seal of Excellence Award (CSC-SEA) is an award conferred to service offices which have exhibited exemplary customer service and compliance to the ARTA. Service offices which garner a final descriptive rating of "Excellent" are considered candidates to the CSC-SEA. Candidate offices must pass through a two-phase validation process before they are recommended for conferment by the CSC.
7. The **GSIS** seeks to undergo the RCS in compliance with the requirement of the Governance Commission for Government-Owned and Controlled Corporations to establish a third-party customer satisfaction survey as one of the key indicators in the Stakeholder/Customer Perspective, and has agreed to finance the conduct of the survey in its main office and major branches.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations herein provided, the **PARTIES** agree as follows:

ARTICLE I
Responsibilities of the Civil Service Commission

- 1.1 The **CSC** shall use the latest Philippine Statistics Authority-approved Report Card Survey Instrument, scoring scheme, and other necessary information for the duration of this Agreement. The Report Card Survey Instrument shall be composed of a Survey Questionnaire (SQ) and an Inspection Checklist (IC) which shall be administered by trained researchers.
- 1.2 The **CSC** shall conduct the survey proper through its CSC Regional Offices' ARTA Coordinators and Researchers, which shall be overseen by the **CSC's** Public Assistance and Information Office.
- 1.3 The **CSC** shall conduct the Report Card Survey at the **GSIS** main office and forty-two (42) branches between October to December 2017. The **CSC** shall not disclose the actual dates of survey at **GSIS** main office and its branches.
- 1.4 The **CSC** shall consolidate the data gathered from the surveys of the selected branches into an agency-wide Report of Findings and conduct a presentation of said Report of Findings to the **GSIS**.
- 1.5 The **CSC** shall conduct the validation process for the Citizen's Satisfaction Center Seal of Excellence Award (CSC-SEA) to **GSIS** branches which garner a final numerical rating of "Excellent" under this **MOA**.
- 1.6 The **CSC** shall submit to the **GSIS** a National Report of Findings and summary PowerPoint presentation as its final output.
- 1.7 The **CSC** authorizes the **GSIS** to reproduce, publish, and disseminate the RCS results, and parts thereof, within its organization for purposes of information and enhancement of its services.

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ARTICLE II
Responsibilities of the GSIS

- 2.1 The **GSIS** shall assign a focal person to coordinate the RCS activities in the implementation of this **MOA**.
- 2.2 The **GSIS** shall provide site passes to the researchers for the safe conduct of the survey.
- 2.3 The **GSIS** shall pay for the services of the **CSC**, the schedule of which is presented in Article III of this **MOA**.


ARTICLE III
Terms Of Payment

- 3.1 The **GSIS** shall pay the **CSC** the total amount of **ONE MILLION NINE HUNDRED SEVEN THOUSAND TWO HUNDRED FORTY-ONE PESOS (PhP 1,907,241.00)** for the conduct of the Report Card Survey, payable in two tranches, as follows:
 - 3.1.1 Fifty-percent (50%) of the total amount equivalent to **NINE HUNDRED FIFTY-THREE THOUSAND, SIX HUNDRED TWENTY PESOS AND FIFTY CENTAVOS (PhP 953,620.50)** shall be paid upon signing of this Agreement.
 - 3.1.2 The remaining fifty-percent (50%) of the total amount equivalent to **NINE HUNDRED FIFTY-THREE THOUSAND, SIX HUNDRED TWENTY PESOS AND FIFTY CENTAVOS (PhP 953,620.50)** shall be paid after the **CSC's** presentation and submission of the Report of Findings including the summary PowerPoint presentation.
 - 3.1.3 The **CSC** shall submit a liquidation report on the payment made by **GSIS** within sixty (60) days from receipt of full payment.

ARTICLE IV
Citizen's Satisfaction Center Seal of Excellence Award (CSC-SEA)

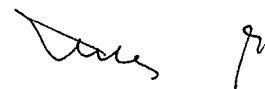

- 4.1 The **GSIS** branches which will get a final descriptive rating of "Excellent" in their Report Cards under this Agreement shall be considered candidates to the Citizen's Satisfaction Center Seal of Excellence Award (CSC-SEA), an award conferred by the **CSC**.
- 4.2 Candidate offices must pass through a two-phase validation process before they are recommended for conferment by the **CSC**.
- 4.3 A CSC-SEA wall-mountable plaque shall be given to an awardee **GSIS** branch through the **GSIS** main office.
- 4.4 The **CSC** shall not provide the cash award, prescribed under the current CSC-SEA Guidelines, to any **GSIS** branch conferred with the CSC-SEA. **GSIS** Management may, at its own discretion and expense, provide other incentives to the branch/es which will receive the CSC-SEA.

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ARTICLE V
Miscellaneous Provisions

- 5.1 Either party shall have the right to pre-terminate this **MOA** in whole or in part, by serving a thirty-day written notice to the other party. The termination under this Section shall be resorted to by either party, if it has determined the existence of conditions that make the performance of the other party economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous events or changes in law and national government policies.
- 5.2 All notices, requests, communication or the like which any party to this **MOA** may make, except as specifically provided for in this **MOA**, shall be in writing and sent either by registered mail or personal delivery or by cable or facsimile to the party at the address herein set forth. Notice shall be effective as of date of delivery in the case of personal delivery, the date of the cable or facsimile transmission or the date upon which it is deposited for registered mail delivery.
- 5.3 In the event that any one or more of the provisions contained herein shall be declared invalid, illegal and unenforceable by law, the enforceability of any such provision in every other respect and of the remaining provisions hereof shall not in any way be impaired or rendered invalid.
- 5.4 No provision of this **MOA** shall be deemed waived and no breach thereof excused unless such waiver or excuse is in writing and signed by the party which is claimed to have waived or consented. Provided, that, the waiver should not be contrary to law, public order, public policy morals or good customs, or pre-judicial to a third person with a right recognized by law.
- 5.5 All materials, works, and data provided by the **CSC** shall belong exclusively to the **CSC** and shall likewise not be used for any other purpose other than those provided in this **MOA**. Any violation shall be considered breach of contract and shall make the party liable to civil, criminal, or administrative charges.
- 5.6 The data and results of the survey conducted shall be jointly and exclusively owned by the **CSC** and the **GSIS**.
- 5.7 Any use or reproduction, publication, broadcast, sale or distribution into the public domain of such materials and works by either party shall be subject to prior written consent of the other party.
- 5.8 The **GSIS** undertakes that it shall make appropriate instructions to its employees who need to have access to such information and materials to satisfy and comply with its confidential obligation as set forth in this Article.
- 5.9 This confidentiality obligation shall survive even after the termination of this contract, provided that it will not violate the constitution, law, or rules.
- 5.10 This **MOA** shall be effective upon the signing hereof by the parties concerned and shall remain in force until the delivery of the final output, which is the delivery of a hard copy and presentation of the Report of Findings and



approval by the **CSC**, unless sooner terminated or repealed by any of the parties, after at least 30 calendar days prior notice.

5.11 This **MOA** constitutes the entire agreement between the Parties herein with respect to the subject matter hereof and supersedes all prior and contemporaneous communications between them. Any change or modification in the terms and conditions of this **MOA** shall mutually be agreed upon by the parties and shall be incorporated herein by way of an addendum/addenda concurred and signed by both parties.

5.12 In case of any dispute that may arise in connection with this **MOA**, the parties shall promptly meet and exert best efforts towards an amicable settlement of the dispute in good faith. In the event such dispute is not resolved amicably within a period of thirty (30) calendar days from the date of its occurrence, the same may be resolved through legal action/s.

5.13 The parties hereto hereby agree that the venue of all suits or actions that may arise out of this **MOA** shall be brought in a proper court having jurisdiction over the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this ____ day of _____, 2017 in _____, Philippines.

**GOVERNMENT SERVICE
INSURANCE SYSTEM**

**CIVIL SERVICE
COMMISSION**

By:

By:

~~NORA MALUBAY-SALUDARES~~
OIC President and General Manager

~~ALICIA DELA ROSA-BALA~~
Chairperson

SIGNED IN THE PRESENCE OF:

~~RACQUEL DE GUZMAN-BUENSALIDA~~
Senior Vice President

~~MARIA LUISA SALONGA-AGAMATA~~
Director IV

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, this **27 SEP 2017** day of _____, 2017 in the City of _____
personally appeared:

NAME VALID IDs DATE/PLACE ISSUED

NORA MALUBAY-SALUDARES

ALICIA DELA ROSA-BALA

known to me to be the same persons who executed the foregoing instrument and they both acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of _____ (____) pages including this page on which this acknowledgment is written and signed by the parties and their instrumental witnesses on the left hand margin of each page thereof and at bottom of the same instrument on page hereof.

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

Doc No. : 376
Page No. : 80
Book No. : X/11
Series of 2017 : _____

NOTARY PUBLIC

ATTY. NORMITA C. RECIO-HONORICA
Notary Public for Pasay City
Until December 31, 2018
PTR NO. 0866347; 1/3/17
Commission No. 17-03; 1/19/2017
Roll No. 41263 IBP Lifetime Member 06093
MCLE Compliance No. V-0006067 02/04/2015