



NOTICE TO PROCEED

03 March 2025

MR. EVARISTO S. FRANCISCO JR.

Chief Executive Officer

INSTITUTE FOR SOLIDARITY IN ASIA, INC.

14th Floor Trident Tower Cond. H.V. Dela Costa St., Salcedo Village
Makati City, Philippines

Dear **Mr. Francisco**:

The attached Purchase Order and Contract having been approved, notice is hereby given to **INSTITUTE FOR SOLIDARITY IN ASIA** that the performance of the **Consultancy Services for Optical Media Board's Strategic Planning** in an amount of **Four Hundred Fifty Thousand Two Hundred Forty Pesos in Philippine Currency (PhP 450,240.00)** shall commence effective on the date of receipt of this notice.

Upon receipt of this notice, you are responsible for performing the service under the terms and conditions of the Agreement and in accordance with the schedule.

Please acknowledge receipt of this notice by signing in the space provided below.

Very truly yours,


DENNIS LORENZO B. PINLAC, CSEE

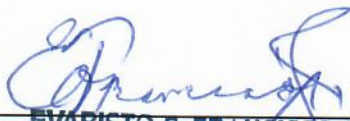
Head of Procuring Entity

OIC, Office of the Chairperson and CEO

I acknowledge receipt of this Notice on

Name of Representative of the Supplier

Authorized Signature



EVARISTO S. FRANCISCO JR.

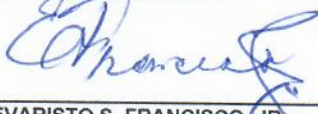

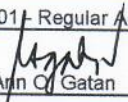
CHIEF EXECUTIVE OFFICER



OPTICAL MEDIA BOARD

#35 Scout Limbaga Street, Barangay Laging Handa, Quezon City
 TeleFax No. 921-7855 / Website: www.omb.gov.ph / Email: psu@omb.gov.ph

PURCHASE ORDER

Supplier Institute for Solidarity in Asia		P.O No. 2025-02-016			
Address 14/F Trident Tower, 312 Sen. Gil Puyat Ave., Makati City		Date February 28, 2025			
Place of Delivery : OMB		Delivery Term 15 Days			
Date of Delivery :		Payment of Term : Check			
TIN 204-258-410-00000 (VAT)		Mode of Procurement Small Value Procurement			
Gentlemen: Please furnish this Agency the following articles subject to the terms and conditions contained herein:					
Stock Property	Unit	Description	Qty	Unit Cost	Amount
	Lot	Consultancy Services for Strategic Planning of OMB Deliverables: Pre-work/Session Strategic Planning Operational Planning Cascading Post-Planning <p style="text-align: center;">****nothing follows****</p>	1	450,240.00	450,240.00
TOTAL: FOUR HUNDRED FIFTY THOUSAND AND TWO HUNDRED FORTY PESOS (subject to withholding tax)					450,240.00
In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for everyday of delay shall be imposed on the undelivered item/s.					
Conforme:  _____ EVARISTO S. FRANCISCO, JR. Signature over Printed Name of Supplier		Very truly yours,  _____ DENNIS LORENZO B. PINLAC, CSEE Signature over Printed Name of Authorized Official Officer-in-Charge, Chairperson and CEO _____ Designation			
_____ Date					
Fund Cluster: _____ Funds Available 01- Regular Agency Fund  _____ Signature over Printed Name of Chief Accountant/Head of Accounting Division/Unit			ORS/BURS No. _____ Date of ORS/BURS No. _____ Amount _____		

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereafter, this "Agreement") is made and entered into this 3rd day of March 2025 by and between:

The **OPTICAL MEDIA BOARD**, with principal address at No. 35 Scout Limbaga Street, Brgy. Laging Handa, Quezon City,, represented by **DENNIS LORENZO B. PINLAC, CSEE**, hereinafter referred to as "Partner";

and

The **INSTITUTE FOR SOLIDARITY IN ASIA INC.**, a non-stock, non-profit corporation organized and existing under Philippine law, with principal office at 14/F Trident Tower, 312 Sen. Gil Puyat Avenue, Makati City, represented by **EVARISTO S. FRANCISCO, JR.**, Chief Executive Officer, hereinafter referred to as "ISA".

-RECITALS-

WHEREAS, the Institute for Solidarity in Asia (**ISA**) continues to develop Performance Governance System (PGS) as a framework for rapid transformation, learning and applying the best practices, ideas, and solutions that can help public sector partners leverage on economic opportunities, respond to shifting realities, increase stakeholder participation, and deliver breakthrough results;

WHEREAS, the Optical Media Board (**OMB**) desires to engage the services of the Institute for Solidarity in Asia (**ISA**) to provide facilitation services, as provided in the Intervention Proposal;

WHEREAS, the Institute for Solidarity in Asia (**ISA**) undertakes to perform the Services and render professional, competent, and technical expertise;

WHEREAS, the Institute for Solidarity in Asia (**ISA**) represents and warrants that it is the owner and exclusive service provider of Performance Governance System as certified by the Center for International Private Enterprises (CIPE);

WHEREAS, the Institute for Solidarity in Asia (**ISA**) represents and warrants that its officers and employees possess all the qualifications and none of the disqualifications under the applicable laws, rules and regulations, the necessary education, technical expertise and experience required for the Services referred to above;

WHEREAS, the Institute for Solidarity in Asia (**ISA**) further warrants that its officers and employees are not related within the third degree of consanguinity or affinity to any of the personnel or representatives of the Optical Media Board (**OMB**) negotiating and/or approving this **Agreement** and that the **ISA's** representative has not been previously dismissed from government service by reason of an administrative offense;

WHEREAS, the scope of Services of the Institute for Solidarity in Asia (**ISA**) does not involve exercise of supervision of regular employees and is not redundant to the respective functions of concerned officials;

WHEREAS, the Institute for Solidarity in Asia (**ISA**) shall render Services to the Optical Media Board (**OMB**) under the terms and conditions contained in this **Agreement** and represents that it is qualified to render said Services as an independent contractor;

NOW THEREFORE, in consideration of the foregoing premises and the covenants stated hereunder, the Parties hereby agree as follows:

I. PURPOSE OF AGREEMENT AND CONDITIONS

This Agreement sets out the terms and conditions by which the Partner and ISA shall work together to undergo the Strategic Planning session.

II. SCOPE OF WORK OF ISA

1. ISA shall assist the Partner to formulate a strategic plan through a set of interventions. The specifics about each intervention shall be detailed in the Agreement.
2. Throughout this engagement, ISA shall:
 - a. Render its services in a professional, timely and cost-effective manner by maintaining an open and constructive relationship with the projects and services team and by providing the University President with timely feedback;
 - b. Continually assess the effectiveness of the PGS program and recommend remedial measures whenever necessary.

III. SCOPE OF WORK OF PARTNER

1. The Partner shall undertake all the administrative and logistical requirements necessary to ensure that the interventions of ISA are successfully carried out.
2. The Partner commits to the following basic requirements:
 - a) Provide for the following logistical requirements for ISA personnel upon prior notice by the latter to the former:
 - Suitable venue & administrative support
 - Suitable accommodation
 - In-Land Transportation
 - Food for ISA staff and the participants during sessions
 - b) Document all interventions properly and submit these required reports to ISA in a timely manner; and
 - c) Maintain open and direct communication channels for ISA personnel.

IV. SCOPE OF INTERVENTIONS

The following are the interventions that will be included in this agreement:

INTERVENTION	DESCRIPTION	OUTPUTS	COST	
S t r a t e g i c P l a n n i n g	Strategic Positioning	<p>The strategic position will be identified in order to set the overall direction for the strategy. To level up the organization's performance, the strategic position will be translated into strategic goals that the organization will focus on. The impact that the organization seeks to generate from the strategic goals will be articulated in impact statements with corresponding indicators.</p>	<p>Identified Strategic Position</p> <p>Skeleton of the Strategy Map</p>	<p>PHP 85,120.00</p>
	Roadmapping	<p>Based on the formulated strategic position, the strategy formulation will serve as an avenue to refine the organization's Results Framework, which will be the basis of identifying the organization's strategic objectives that will comprise the Core and Support Processes. These strategic objectives will be determined to push forward the achievement of the identified strategic goals and will be characterized by identifying time-bound deliverables for each key result area (KRA) to ensure the operationalization of the strategy. Measures/indicators of success will also be determined to properly monitor performance and track targets.</p>	<p>Results Framework</p> <p>Strategy Map</p> <p>Strategic Deliverables or Roadmaps</p>	<p>PHP 143,360.00</p>
	Vetting and Scorecarding	<p>The strategy map and strategic deliverables will be fine-tuned to better reflect organizational realities and incorporate additional input. A governance scorecard at the enterprise level which consolidates the performance indicators and accompanying targets for the strategic objectives will also be developed for the monitoring of the organization's progress.</p>	<p>Enterprise Scorecard</p>	

Cascading	The enterprise scorecard has to be cascaded down to the different levels of the organization. The OMB will be guided in cascading their Strategy to all Operating and Support units to help them link the enterprise scorecard to the Strategic Performance Management System (SPMS).	Portfolio of Strategic Commitments	PHP 221,760.00
------------------	---	------------------------------------	-------------------

The summary of intervention costs are as follows:

Strategic Positioning	PHP	76,000.00
Roadmapping and Scorecarding	PHP	128,000.00
Cascading	PHP	198,000.00
12% Tax	PHP	48,240.00
Total	PHP	450,240.00

The cost excludes the following related expenses:

- Logistical Expenses : such as venue rental and food for the participants
- Board and Lodging Expenses : such as hotel accommodation and food outside of the working sessions
- Transportation Expense : if working session is to be done outside of Metro Manila, and transfers are necessary
- Taxes : if there are new taxes imposable other than 12% VAT
- Other Expenses : will be billable to the Partner should expenses be incurred on their behalf. ISA will submit the proper receipts.

Specific session requirements will be found in supplementing documents.

Additional interventions may be requested or offered that are not included in what is listed. In such circumstances, additional agreements will be supplemented.

The interventions included in this contract will not be conducted unless previous accounts payable have been settled.

V. TERMS OF PAYMENT

1. Payment for each intervention is payable within thirty (30) working days upon turnover of expected output, and receipt of Statement of Accounts, without need for demand. These are the following (inclusive of VAT):

<i>Strategic Positioning</i>	<i>PHP</i>	<i>85,120.00</i>
<i>Roadmapping and Scorecarding</i>	<i>PHP</i>	<i>143,360.00</i>
<i>Cascading</i>	<i>PHP</i>	<i>221,760.00</i>
<i>Total Intervention Cost</i>	<i>PHP</i>	<i>450,240.00</i>

2. Any additional taxes, permits, and licenses imposable in this proposal shall be for the account of the Partner.

3. ISA requires the Partner to submit a certificate of availability of funds upon the signing of this agreement.

VI. RELATIONSHIP OF THE PARTIES

1. ISA or any of its personnel are not authorized to enter into or assume any obligation, financial or otherwise, on behalf of and/or in the name of its Partner, nor to make any warranty or representation on behalf of a Partner.
2. ISA shall be deemed at all times to be an independent contractor and nothing herein contained shall be deemed to create the relationship of employer and employee, partnership, or joint venture between them.
3. ISA shall not be held liable for any damage resulting from the execution of the present agreement in case targets are not met for reasons that are not directly attributable to ISA.

VII. CONFIDENTIALITY

The parties shall not disclose any proprietary or confidential information relating to the services and business operations, strategy and management of either party without the other party's prior written consent or where required under the law or by a valid order of a court or other governmental authority with competent jurisdiction.

VIII. EFFECTIVITY OF THE AGREEMENT

This Agreement shall be effective as of the date hereof and shall expire twelve (12) months after its signing or upon completion of the scope of interventions without prejudice to any extension that may be agreed upon by the parties. The prices included in the scope of interventions are valid as of the date hereof up to twelve (12) months from the agreement's signing.

IX. TERMINATION OF THE AGREEMENT

1. Any party may terminate this Agreement with valid reason, such as unjustifiable and/or inordinate delay or persistent refusal in complying with the terms and conditions of this Agreement, by giving the other party a written notice not less than thirty (30) days from the intended date of termination. Any work performed or completed by ISA and all reasonable expenses incurred from the time the written notice of termination is received by ISA shall be paid in a manner consistent with the terms of this Agreement.
2. In no case shall the Partner be reimbursed for any payment made if there is unjustifiable and/or inordinate delay or persistent refusal on its part in complying with the terms and conditions of this Agreement. However, if such termination is due to the unjustifiable reason and/or inordinate delay or persistent refusal of ISA, any payments made for future obligations not yet delivered by ISA at the time of termination shall be reimbursed to the Partner;

X. DISPUTE SETTLEMENT

Any dispute arising from this Agreement or the interpretation hereof shall first be settled by amicable negotiations, or conciliation and/or mediation proceedings. In the event that the dispute is not resolved using any of the foregoing means, any of the parties may submit the dispute to the Philippine Dispute Resolution Center, Inc. for binding arbitration, under the Philippine Law on Arbitration (Republic Act No. 876). The decision of the arbitration body shall be final, binding and conclusive upon the parties to the dispute.

In case it shall become necessary for any Party to resort to court for the enforcement of its rights under this Agreement by reason of default or other causes attributable to the other Party, the action shall be filed in the competent court of jurisdiction in Quezon City, to the exclusion of all other courts and jurisdictions, and the Party at fault shall be liable to pay the costs of suit, attorney's fees, and other incidental expenses.

IN WITNESS WHEREOF, the parties hereby agree and have hereunto affixed their signatures herein below.

OPTICAL MEDIA BOARD

By:



DENNIS LORENZO B. PINLAC, CSEE
Officer-in-Charge, Optical Media Board

**INSTITUTE FOR SOLIDARITY IN ASIA,
INC.**

By:

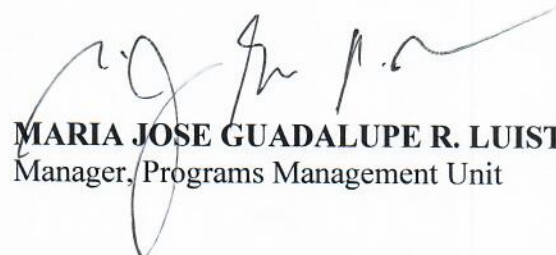


EVARISTO S. FRANCISCO, JR.
Chief Executive Officer

SIGNED IN THE PRESENCE OF:



VICTORINO C. SIMON, JR.
Officer-in-Charge, Enforcement and
Investigation Division



MARIA JOSE GUADALUPE R. LUISTRO
Manager, Programs Management Unit

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S,
)

BEFORE ME, Notary Public and in the above jurisdiction, personally appeared the following:

NAME	ID/ISSUING AGENCY	ISSUED ON/VALID UNTIL
<u>EVARISTO S. FRANCISCO JR.</u> <u>CHIEF EXECUTIVE OFFICER</u>	<u>NOJ-78-017392</u>	<u>2023 10/29 / 2023 10/28</u>

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

This instrument consisting of ___ pages including this page has been signed by the parties and their witnesses in the left margin thereof.

WITNESS MY HAND AND SEAL, this _____ day of MAR 11 2025, 2025 at
CITY OF MANILA.

Nelson H. Manalili
ATTY. NELSON H. MANALILI
 Notary Public Until 12-31-2025
 Commission No. 2024-021
 IBP No. 487672 / 12-26-2024 (For 2025) / Manila
 PTR No. 2041476 / 01-02-2025 / Manila
 Roll of Attorneys No. 45757
 MCLE Compliance No. VIII-0000943, 12-01-22 / Pasig
 64 T.M. Kalaw Avenue, Ermita, Manila

Doc No. 112
 Page No. 24
 Book No. 444
 Series No. 2022