

MEMORANDUM OF AGREEMENT

FOR PARTICIPATION IN THE 2020 INTERNATIONAL EQAS PROGRAMS

CBT 2020-08-26

This Memorandum of Agreement for Participation in International EQAS Programs (hereinafter the "AGREEMENT"), is entered into by and between the:

SAN LAZARO HOSPITAL (hereinafter referred to as the "PROCURING AGENCY"), with principal office address at San Lazaro Compound, Quincada Street, Barangay Santa Cruz, Manila, Metro Manila, Philippines 1003 represented by its Medical Center Chief II, **EDMUNDO B. LOPEZ, MD, MPH;**

and

ST. VINCENT'S INSTITUTE OF MEDICAL RESEARCH, through its National Serology Reference Laboratory Division, (hereinafter referred to as the "SERVING AGENCY"), with principal office address at 4th floor Healy Building, 41 Victoria Parade, Fitzroy, VIC 3065 represented by its Laboratory Director, **PHILIPPA ANN HETZEL;**

WITNESSES:

WHEREAS, the PROCURING AGENCY resorted to Direct Contracting for the Procurement of International EQAS Programs to be participated by its laboratory, SLH- NRL/ SACCL;

WHEREAS, the Bids and Awards Committee (BAC) of the PROCURING AGENCY, issued BAC resolution No. AMP-032 s. 2020 recommending award of Direct Contracting for payment of participation fee for international EQAS (Serology, NAT) under Section 50 of the Republic Act No. 9184 and its Implementing Rules and Regulations. The Notice of Award was issued to the SERVING AGENCY on April 7, 2020 in the total amount of **FIVE THOUSAND THREE HUNDRED FORTY-ONE AND SIXTY-NINE CENTS US DOLLAR only (US\$ 5,341.69)** hereafter called the "CONTRACT PRICE".

WHEREAS, the SERVING AGENCY agrees to provide International EQAS Programs to the SLH- NRL/SACCL under the following terms and conditions stated in this Agreement signed by both parties;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. Authority

The PROCURING AGENCY warrants and represents that it has obtained all authorities, consents, permissions and licenses under applicable law, and has the authority to enter into this Agreement and to make the payments for, and to obtain, the EQAS Programs from the SERVING AGENCY.

2. Statutory Attachments

This agreement consists of provision of INTERNATIONAL EQAS PROGRAMS IN SEROLOGY AND NAT in accordance with following documents heretofore made an integral part of the Agreement:

- a) Terms of reference (TOR) "Annex A"
- b) BAC Resolution "Annex B"

CERTIFIED PHOTOCOPY
Procurement Department

ROWENA E. RODRIGUEZ
Admin Asst. III

[Handwritten signature]

[Handwritten signature]

PHILIPPA ANN HETZEL
Laboratory Director, NRL Australia
Accountability
EDMUNDO B. LOPEZ, MD, MPH, MHA
Medical Center Chief

Approved by
SHEILA G. OCHOA
2

[Handwritten Signature]

- c) Notice of Award "Annex C"
- d) Warranty Security "Annex D"
- e) Justification "Annex E"
- f) Secretary's Certificate/Authority to sign "Annex F"

3. Responsibilities of "PROCURING AGENCY"
- 3.1. PROCURING AGENCY has submitted its registration for the EQAS program for 2020.
 - 3.2. Shall pay all fees for the EQAS program within 30 days of the date of the invoice issued by the "SERVING AGENCY".
 - 3.3. PROCURING AGENCY is responsible for all customs, import and clearance fees at the port of entry.

4. Responsibilities of "SERVING AGENCY"
Following are services to be rendered by the Serving Agency:

- 4.1. Shall invoice PROCURING AGENCY promptly after the execution of this Agreement.
- 4.2. Shall provide Serology EQAS for HIV, Hepatitis B and C, Syphilis three a year and Molecular EQAS for HIV and HBV twice a year, at times to be advised to PROCURING AGENCY within the period of compliance for the 2020 International EQAS PARTICIPATION or until December 31, 2020, whichever comes first.
- 4.3. Shall provide advice related to EQAS (ie. Sample preparation, EQAS program development and others) as reasonably requested by the NRL-SLH/ SACCL.
- 4.4. Shall provide Certificate of Performance and Summary Report for the test events participated.

5. Relationship of the Parties

- 5.1. The "SERVING AGENCY" is an independent contractor, hence nothing in this contract shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties;
- 5.2. Neither party shall assign nor transfer all or any part of its right under the agreement without the consent of the other party;
- 5.3. The "SERVING AGENCY" shall be responsible for the courier services that may be necessary to fulfill its obligation under this contract, at zero cost to the "PROCURING AGENCY", PROVIDED THAT, compliance to the Data Privacy Act of 2012 shall be on the account of the "SERVING AGENCY", and PROVIDED FURTHER THAT, proof of such compliance thereof shall form part of this Agreement.

6. Payment of Purchased Services

The Contract Price amounting to FIVE THOUSAND THREE HUNDRED FORTY-ONE AND SIXTY-NINE CENTS US DOLLAR only (US\$ 5,341.69) to be paid in its Peso equivalent. Peso exchange shall be determined by the prevailing exchange rate at the time of the execution of this Agreement. PROVIDED THAT, the Procuring Agency's Accounting Department shall certify the conversion to be correct. The contract price shall be paid through a one-time full payment by the PROCURING AGENCY once the SERVING AGENCY has issued invoice.

7. Confidentiality

Both parties agree that they shall protect and maintain the confidentiality of all patients and all patient's personal information, in accordance with applicable governing laws. Further the parties respective employees, personnel, agents and representatives shall not, during the term of this agreement and after its termination, disclose to or furnish

[Handwritten Signature]

PHILIP AMAN HOTE
Laboratory Director - NRL-SLH

AN-ELLUNTE
Accounting IV

EMERSON B. LOPEZ, MD, MPH, MBA
Medical Center Chief

CELESTIAL COPY
PROCUREMENT DEPARTMENT

ROWENA E. RODRIGUEZ
Admin Asst. III

Monitored by
C

[Handwritten Signature]

[Handwritten Signature]

PHILIPA ANTONIETZEL
Laboratory Director - MRI Audit Lab

PROCURING AGENCY
Accreditation by

EDUARDO R. LOPEZ, M.D., MPH, MCH
Medical Center Chief Executive

any person or entity, or use for its own benefit, or cause the publication or disclosure of, any confidential information which has come or may come to its knowledge in the course of the implementation of this Agreement, or in the course, of their stay within their places of assignment, and as an incident to this Agreement. Further, the Serving Agency guarantees to

- 7.1 Exercise at least the same degree of care as it uses with its own data and Confidential Information, but in no event less than reasonable care, to protect the Data from misuse and unauthorized access or of disclosure.
- 7.2 Use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure, including:
 - a) maintaining adequate physical controls and password protections for any server or system on which the Data is stored;
 - b) ensuring that Data is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and
 - c) taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as allowed under this agreement
- 7.3 Disclose the Data only
 - a) To the extent necessary
 - b) To its officers, directors, employees, consultants, and representatives on need-to-know basis.
- 7.4 Not to attempt to identify any Person whose information is contained in any Data or attempt to contact those Persons. However, data may be allowed based on circumstances permitted by law, provided that such authority by law shall be attached to this Agreement and made integral part thereof.
- 7.5 Compelled by law to disclose any Data, Serving Agency shall notify Procuring Agency before disclosing the compelled Data
- 7.6 Within seventy-two (72) hours of becoming aware of any unauthorized use or disclosure of Data, the Serving Agency shall promptly report the said incident to the Procuring Agency.

Violation of the provisions of this Agreement shall give cause for Procuring Agency to proceed against the Serving Agency for appropriate action such as civil, criminal or administrative remedies.

8. Termination
This Agreement shall be effective for the duration of the compliance for "2020 Participation to the International EQAS PROGRAM" or until December 31, 2020, whichever comes first.

This agreement may be pre-terminated by either party, by giving thirty days (30) notice in writing to the other party, if the other party materially breaches any term or any condition under this Agreement

In case of conflict of any provision in this Agreement, both parties agree to use reasonable endeavors to resolve amicably. This Agreement is governed by and will be construed in accordance with the laws applying in the Philippines and the parties submit to the exclusive jurisdiction of courts in the City of Manila, Philippines.

9. Risk and title
The EQAS shall be at the risk of the PROCURING AGENCY from the time of their collection by courier from SERVING AGENCY. Title to THE EQAS shall remain with the SERVING AGENCY until payment in full of the SERVING AGENCY'S invoice.

CERTIFIED PHOTO-COPY
Procurement Department

ROGERIA E. TORRIGUEZ
Admin Asst. III

[Handwritten Signature]
L

[Handwritten Signature]
PHILIPPA ANN HETZEL
Laboratory Director

[Handwritten Signature]
PHILIPPA ANN HETZEL
Laboratory Director

PHILIPPA ANN HETZEL
Laboratory Director

EDUARDO B. LOPEZ, MD, MPH, MHA
Medical Center Chief

10. Liability

To the full extent permitted by law, all warranties, conditions or undertakings which may be implied into this Agreement are excluded. The SERVING AGENCY is not liable to the PROCURING AGENCY for any claim that the SERVING AGENCY may have arising under or connected to this Agreement, whether under contract, tort, statute or otherwise including without limitation as a result of:

- 10.1 any act or omission beyond the SERVING AGENCY's reasonable control; or
- 10.2 any act or omission, default or misrepresentation of the SERVING AGENCY except to the extent of the SERVING AGENCY's own negligence;
- 10.3 The SERVING AGENCY's total and cumulative liability under this Agreement shall be limited to the replacement of the EQAS program.

11. Modification

It is understood that all the provision of the parties is contained in this instrument. Any changes, modification or addition to this Contract shall become effective only after mutual agreement by the parties in writing.

12. Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with Arbitration Rules of the both PARTIES at present in force, which rules are deemed to be incorporated by reference in this clause.

IN WITNESS WHEREOF, the parties through their authorized representatives, have signed this Agreement on _____ day of _____ 2020 in the City of Manila, Philippines.

For the PROCURING AGENCY:

For the SERVING AGENCY:

SAN LAZARO HOSPITAL

ST. VINCENT'S INSTITUTE OF MEDICAL RESEARCH

[Handwritten Signature]
EDUARDO B. LOPEZ, MD, MPH, MHA
Medical Center Chief II

[Handwritten Signature]
PHILIPPA ANN HETZEL
Laboratory Director
National Serology Reference Laboratory Division

WITNESS:

[Handwritten Signature]
ANGEL JOYCE I. FIGURACION, CPA
Accountant IV

[Handwritten Signature]
ELIZABETH FREDIA O. TELAN, MD, PhD
Head, NRL - SLP - SACC

CPA FLOW CHART FACTORY
Procurement Department

[Handwritten Signature]
ROWENA E. RODRIGUEZ
Admin Asst. III

E. Rosendo
GENERAL OFFICE

**ACKNOWLEDGMENT
(SAN LAZARO HOSPITAL)**

[Handwritten Signature]

Republic of **PHILIPPINES**
City of _____) S.S.

MANILA

SEP 23 2020
this _____ day of _____

Before me, Notary Public for and in the City of _____
2020, personally appeared the following:

| Name | Community Tax/ Passport # | Place/ Date Issued |
|---|---------------------------|--------------------|
| EDMUNDO B. LOPEZ, MD, MPH, MHA Medical Center Chief II | | |

Known to me to be the same persons who executed the foregoing agreement consisting of six (6) pages including this page on which the acknowledgment appears and they acknowledged to me that the said agreement is their own free and voluntary act and deed.

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

NOTARY PUBLIC

[Handwritten Signature]
DANIELA ARRIETA
Laboratory Director - MRI - MRCG/AMA

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Book No. **46**
Series 2020

ATTY. BUENAVENTURA S. MEDINA JR
NOTARY PUBLIC UNTIL DEC. 31, 2020
ROL # 4191-A-03
IBP LIFETIME # 9765437-A-03
MCLE # 07653167-A-06
PTR # 4637915-01-07-20
VERIFICATION 38520002 MANILA

[Handwritten Signature]
AMELIA M. SERRANO
Accountant IV

EDMUNDO B. LOPEZ, MD, MPH, MHA
Medical Center Chief II

CONFIDENTIAL
PROCESO

[Handwritten Signature]
ROWENA E. RODRIGUEZ
Admin Asst. III

ACKNOWLEDGMENT
(ST. VINCENT'S INSTITUTE OF MEDICAL RESEARCH)

Republic of the Philippines)
City of MANILA **MANILA SEP 23 2020**
Before me, Notary Public for and in the City of _____ this _____
Personally appeared the following:

[Signature]
Witness

| Name | Community | Place/ Date Issued |
|---|-----------|--------------------|
| PHILIPPA ANN HETZEL ST. VINCENT'S INSTITUTE OF MEDICAL RESEARCH Director | | |

[Signature]
PHILIPPA ANN HETZEL
Laboratory Director NRI Australia

Known to me to be the same persons who executed the foregoing agreement consisting of six (6) pages including this page on which the acknowledgment appears and they acknowledge to me that the said agreement is their own free and voluntary act and deed.

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

NOTARY PUBLIC

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Book No. 45
Series 2020

[Signature]
ATTY. BUENAVENTURA S. MEDINA JR.
NOTARY PUBLIC UNTIL DEC. 31, 2020
ROLL # 4191-A-03
IBP LIFETIME # 9765437-A-03
MCLE # 07653167-A-06
PTR # 4637915-01-07-20
VERIFICATION 38520002 MANILA

EMERSON B. VOPEZ, MCL, MPH, MBA
Medical Center Chief
Accreditation
FARIGEN I. VILLALBA, CPA
Accountant IV

CERTIFIED PHOTOCOPIY
Procurement Department

[Signature]
ROSENA E. RODRIGUEZ
Admin. Asst. III