

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is made and entered into by and between:

The **DEPARTMENT OF ENERGY**, a government agency created by virtue of Republic Act (RA) No. 7638, as amended, with principal office address at the Energy Center, Rizal Drive corner 34th Street, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its **Secretary, RAPHAEL P. M. LOTILLA**, hereinafter referred to as “DOE”;

– and –

The **PHILIPPINE STATISTICS AUTHORITY**, a government agency created by virtue of RA 10625, as amended, with principal office address at PSA Headquarters, PSA Complex, East Avenue, Diliman, Quezon City, represented herein by its **Undersecretary, CLAIRE DENNIS S. MAPA, PhD**, hereinafter referred to as “PSA”;

The DOE and the PSA are hereinafter collectively referred to as “PARTIES” and individually as “PARTY”.

WITNESSETH: That

WHEREAS, the DOE is mandated to ensure sustainable, stable, secure, sufficient, accessible, and reasonably priced energy by formulating and implementing policies and programs that aim to improve the quality of life of the Filipino;

WHEREAS, in order for the DOE to develop an effective and responsive energy policies and strategies for the Philippines, the conduct of the survey on household energy consumption is necessary;

WHEREAS, the PSA is the primary statistical arm of the government mandated to collect statistics and other information concerning the population; undertake enumeration, sampling, data collection and design; and conduct investigations and studies on the social and economic condition of the country for statistical purposes;

WHEREAS, the PSA having the expertise and experienced technical staff, has been requested by the DOE to implement the conduct of the survey, details of which are provided in this MOA;

WHEREAS, there is an ongoing MOA with the PSA for the implementation of the Trainings and Data Collection Activities of the 2023 Household Energy Consumption Survey (HECS);

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties mutually agreed, as they do hereby agree, on the following terms and conditions:

Section 1. TITLE OF THE PROJECT

The project is titled “Final Phase Activities of the 2023 implementation of the final phase activities of the 2023 HECS, such as data processing, preparation of reports and dissemination under the Comprehensive Regional Energy Study in the Philippines (CRESP), to be jointly undertaken by the DOE and PSA pursuant to this Agreement, shall be known as the “**2023 HECS Data Processing and Dissemination Activities**”, for brevity.

Section 2. PROJECT DESCRIPTION AND OUTPUT

The Energy Policy and Planning Bureau (EPPB) of the DOE will be implementing the policy research study titled "CRESP" by phases. The CRESP entails formulation of a comprehensive energy study by region that will comprise analysis, assessment and recommendation based on the information gathered through quantitative data research on profile of energy consumption, fuel and technology preferences, public issues and concerns on energy services and perception and awareness on energy related policies, programs, and projects.

The **2023 HECS Data Processing and Dissemination Activities** will be conducted by the PSA in collaboration with the DOE through the execution of a MOA. The project aims to gather information on households' utilization of fuels, supply systems, and the pattern of energy use, and other indicators that are useful to assess the current energy profiles of different households and communities in the country. The data collected from this survey shall provide the DOE with updated and reliable bases for an effective household energy strategy for the Philippines.

Section 3. PROJECT OBJECTIVES

The **2023 HECS Data Processing and Dissemination Activities** aims to:

- a) Conduct series of training and supervise data processing;
- b) Conduct the data processing at Field Offices;
- c) Conduct validation and consistency checks of the data files at the Central Office;
- d) Generate preliminary statistical tables;
- e) Evaluate preliminary statistical tables;
- f) Prepare/review/finalize dissemination reports;
- g) Conduct a Dissemination Forum for Key Indicators of the 2023 HECS; and
- h) Prepare and finalize the Final Report;

Section 4. PROJECT DURATION

The **2023 HECS Data Processing and Dissemination Activities** shall be implemented for a period of six (6) months which shall commence upon transfer of funds to PSA through the issuance of the signed Notice to Proceed (NTP), provided that the Parties may extend such duration through a written agreement.

In case the allocated fund will be transferred in August 2024 onwards, the remaining allocated fund should still be utilized in Fiscal Year 2025 following budget and accounting rules and regulations.

Section 5. PROJECT OPERATION

The 2023 HECS Data Processing and Dissemination Activities shall be implemented principally by the PSA in coordination and close consultation with the DOE based on plans, agreed outputs, and timetable of activities, details of which are provided in **Annex A** hereof.

Section 6. BUDGETARY REQUIREMENT

The 2023 HECS Data Processing and Dissemination Activities shall entail a total budget of **TEN MILLION ONE THOUSAND ONE HUNDRED FORTY-NINE PESOS (PhP 10,001,149.00)** for the remaining activities such as conduct of training and supervision on data processing, data processing and generation of statistical reports, preparation of report, publication and dissemination activities, among others.



Section 7. ROLES AND RESPONSIBILITIES OF PARTIES

(a) The DOE shall:

- (i) Provide, transfer, and release the amount of **PhP10,001,149.00** which will be sourced from the CRESP project under the DOE Locally Funded Project with Special Allotment Release Order (SARO) No. SARO-BMB-E-24-0000130 dated 31 January 2024 from the Department of Budget and Management (DBM) of the CRESP, to the following bank account:

Account Name: Philippine Statistics Authority
Account Number: 1442 102305
Name of Bank: Landbank of the Philippines
Branch Address: U.N. Avenue Branch

- (ii) Assign selected personnel to participate in the conduct of the trainings, data processing activities, preparation of reports and dissemination activities of this survey;
- (iii) Provide needed documents, technical inputs, and other assistance needed in coming up with expected outputs;
- (iv) Supervise and monitor progress of the 2023 HECS Data Processing and Dissemination Activities implementation and make necessary recommendations to improve its implementation and draft outputs;
- (v) Oversee the implementation of the MOA for the successful realization of its objectives;
- (vi) Ensure compliance to the internal privacy policy of the DOE relative to data processing and dissemination activities of the 2023 HECS; and
- (vii) Perform such other actions necessary to accomplish the foregoing.

(b) The PSA shall:

- (i) Conduct and be fully responsible for the implementation of the Final Phase of the 2023 HECS such as Trainings and Supervision of Data Processing, Processing and Generation of survey results, and Preparation of Final Report for publication.
- (ii) Generate and provide the DOE based on the agreed timetable of activities the following outputs:
 - Output 1 - Data Processing Narrative Report
 - Output 2 - Preliminary Statistical Tables for Data Dissemination;
 - Output 3 - Report on the Dissemination Forum for Key Indicators of the 2023 HECS;
 - Output 4 - Final Statistical Tables and Final Report for Publication;
 - Output 5 - Terminal Report of the 2023 HECS
- (iii) Deposit all funds allocated for the implementation of the Final Phase Activities of the 2023 HECS received from the DOE in a trust account to be opened in a government depository bank and duly account for the same;
- (iv) Utilize the fund received from the DOE solely to fund the conduct of the services (includes hiring of augmentation personnel) and the activities of the **2023 HECS Data Processing and Dissemination Activities** and strictly in accordance with this Agreement;

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- (v) Disburse the funds in accordance with the rules and regulations set out in COA Circular No. 94-013 dated 13 December 1994 and Item 3.0 COA Circular No. 2012-001 dated 14 June 2012 and all applicable government accounting and auditing laws, rules and regulations;
- (vi) Provide technical assistance to the DOE that may be needed by the latter related to the 2023 HECS and coordinate with the DOE-Technical Working Group (TWG) and Project Team on the 2023 HECS activities of the project;
- (vii) Submit the outputs of the 2023 HECS Data Processing and Dissemination Activities to the DOE's Policy Formulation and Research Division (PFRD) under the Energy Policy and Planning Bureau (EPPB);
- (viii) Submit to the DOE Accounting Division the financial reports of all fund releases and expenditures, subject for COA Circular No. 94-013 dated 13 December 1994 and Item 3.0 COA Circular No. 2012-001 dated 14 June 2012 and all applicable government accounting and auditing laws, rules and regulations;
- (ix) Return all unused amounts to the DOE for deposit to the National Treasury within thirty (30) working days from the termination or completion of the **2023 HECS Data Processing and Dissemination Activities**;
- (x) Liquidate and submit financial reports after each activity as indicated in Section 7(b) (ii) hereof to the DOE Accounting Division copy furnished the DOE-PFRD;
- (xi) Submit the final dissemination report to include the documentation of all activities and a set of statistical output tables for DOE;
- (xii) Keep an accurate and systematic records with respect to the services in such form and detail as agreed upon by the Parties;
- (xiii) Promptly report to the DOE the occurrence of any event or condition that might delay or prevent the completion of the **2023 HECS Data Processing and Dissemination Activities** or the services in accordance with the schedule, indicating the steps that are being undertaken to rectify the situation. However, the PSA shall not be held liable for delays caused by the inability of the DOE to submit completely the required inputs on time as stated in this Agreement, in which case the PSA shall inform DOE of the reasons for the delay and its consequences, therefore. The PSA shall not also be liable for events caused by force majeure provided that PSA is not at fault, negligent or in delay at the time of the occurrence of such calamity;
- (xiv) Submit a copy of the anonymized public use file to the DOE; and
- (xv) Ensure compliance with the Data Privacy Manual of the PSA relative to data processing and dissemination activities of the 2023 HECS.

Section 8. CONFIDENTIALITY AND DATA PRIVACY

The information that will be directly or indirectly obtained in pursuant to this MOA shall, at all times, be treated with the utmost confidentiality. The Parties shall only share or disclose information in accordance with the relevant Philippines law and rules and regulations.

In the performance of their obligations under this MOA, the Parties shall ensure the privacy and security of any and all confidential, privileged, personal and/or sensitive personal information that the Parties may have access to; and shall store, use, process

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and dispose the said confidential, privileged, personal and/or sensitive personal information in accordance with Republic Act (RA) No. 10173 otherwise known as the "Data Privacy Act of 2012", and its implementing Rules and Regulations (IRR) and applicable issuances issued by the National Privacy Commission (NPC). Any violation of this clause and any of the provisions of the said laws and issuances committed by the aforementioned persons shall be subject to corresponding sanctions, penalties, and/or fines under the said law without prejudice to other applicable civil and/or criminal liability. This clause shall survive the termination or expiration of this Agreement.

Section 9. TERMINATION

- (a) Each Party may terminate this Agreement at any time by giving the other Party written notice not later than thirty (30) days prior to the intended date of termination.
- (b) In the event that the DOE serves notice of termination to the PSA, the latter shall take immediate steps to bring the **2023 HECS Data Processing and Dissemination Activities** to a close in a prompt and orderly manner with the purpose of reducing expenditures to a minimum.
- (c) Upon termination of this Agreement, and pursuant to the provisions of Section 7(b) hereof, no payment shall be due to the PSA except for the following:
 - (i) Services satisfactorily performed and approved by the DOE; and
 - (ii) Expenditures incurred hereunder prior to the date of such termination; Provided, that total payment due hereunder shall in no case exceed the total amount of **TEN MILLION ONE THOUSAND ONE HUNDRED FORTY-NINE PESOS (PhP10,001,149.00)**.

Any payment made pursuant to this Section shall be subject to all applicable government accounting and auditing laws, rules, and regulations.

Section 10. MODIFICATION OF AGREEMENT

No amendment, modification, alteration, or waiver of the terms of this Agreement shall bind either Party unless made in writing and signed by both Parties. Any such amendment, modification, alteration, consent, or waiver shall be effective only in the specific instance and for the specified purpose given.

Section 11. NOTICES

Any notice or request required or permitted to be given or made in this Agreement shall be in writing and shall be deemed to be duly given or made when it shall have been delivered by hand, registered mail/email, or facsimile to a Party at such address as follows:

DOE: Department of Energy
Energy Center, Rizal Drive corner 34th Street,
Bonifacio Global City, Taguig City
Metro Manila
Facsimile/Direct Line: 8840-1637
Tel. Nos.: 8479-2900 Locals 270/316

PSA: Philippine Statistics Authority
PSA Headquarters, PSA Complex, East Ave.
Diliman, Quezon City
Facsimile: 8461 0500 locals 810/802
Tel. No.: 8376 1938/ 8376 1935

This Agreement shall be binding upon the Parties and inure to the benefit of their assigns, successors or heirs, executors, administrators, or other legal representatives of the PARTIES herein.

Section 12. ARBITRATION

All disputes and controversies arising out of in connection with this Agreement, or for breach of any provision hereof, which cannot be solved by the herein contracting Parties, shall be settled through Arbitration in accordance with Presidential Decree 242 in relation to Section 66, Chapter XIV, Book IV and Section 10, Chapter 3, Book VII of the Administrative Code of 1987.

Section 13. GOVERNING LAW AND VENUE OF ACTIONS

This Agreement and any dispute or claim of whatever nature, whether contractual or noncontractual, arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

Each party irrevocably submits to the jurisdiction of the courts in Taguig City exclusively, for the purpose of enforcing any right or obligation under or arising out of this MOA.

Section 14. EFFECTIVITY OF THE AGREEMENT

This Agreement shall become effective on the date signed by both Parties; however, if within three (3) months following the date thereof, either or both Parties fail to take the necessary steps for the immediate and prompt implementation or performance of the obligations provided herein, this Agreement and all obligations of the Parties thereunder shall be terminated, unless the Parties agree to an extension of the date of effectivity in writing.

Section 15. SEVERABILITY

If one or more provisions herein shall be declared by competent authority and upon final judgment to be invalid, illegal, or enforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired in any manner.

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Handwritten initials/signatures: "H" and "GSH" above "NSH"

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their signatures this SEP 05 2024 day of SEP 05 2024 at the Energy Center, Fort Bonifacio, Taguig, Metro Manila, Philippines.

Department of Energy
(DOE)
by:



RAPHAEL P. M. LOTILLA
Secretary



Philippine Statistics Authority
(PSA)
by:

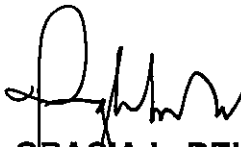


CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and Civil Registrar
General

Signed in the presence of:



FELIX WILLIAM B. FUENTEBELLA
Undersecretary, DOE



DIVINA GRACIA L. DEL PRADO, PhD
Assistant Secretary
Deputy National Statistician
Sectoral Statistics Office, PSA



MICHAEL O. SINOCRUZ
Director, Energy Policy and Planning
Bureau, DOE



ADRIAN A. CEREZO
Assistant National Statistician
Social Sector Statistics Service
Sectoral Statistics Office, PSA

Certified Funds Available:



HELEN C. ROLDAN
OIC Chief, Accounting Division
Financial Services, DOE

CAF No. 01-24-D8-210
CAF Date: August 19, 2024
Regular agency fund
P 10, 001, 149.00

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY.

BEFORE ME, this 05 day of SEP 2024, in QUEZON CITY
personally appeared:

Name	Competent Proof of Identity	Place and Date of Issue
Raphael P. M. Lotilla	Passport No. D0010494A	DFA Manila / 09 September 2022
Claire Dennis S. Mapa	Company ID No. 098237	PSA / 21 December 2021

Known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free act and deed and that of the offices, which they respectively represent.

This instrument consisting of nine (9) pages including its annexes and the page on which this acknowledgement is written, has been signed by the Parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the day, year and place above written.

NOTARY PUBLIC

Doc. No. 302;
Page No. 61;
Book No. XVII;
Series of 2024.

Concepcion E. Villareja
ATTY. CONCEPCION E. VILLAREJA
Notary Public for Quezon City
Until December 31, 2025
PTR No. 5565/24 / January 2, 2024 Q.C.
IBP No. 394296 / Jan. 04, 2024 / Q.C.
Roll No. 30465 / 05-08-1980
MCLE Vol. 14994 / 09/21/2024
Adm. Matter No. NP-021 (2024-2025)

and

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TIMETABLE OF ACTIVITIES

2023 HOUSEHOLD ENERGY CONSUMPTION SURVEY (HECS) DATA PROCESSING AND
DISSEMINATION ACTIVITIES

Activities	Start	End
Prepare data processing guidelines	08-Jul-24	23-Aug-24
Downloading of datafiles from Regional Statistical Services Offices for error checking	22-Jul-24	23-Aug-24
Conduct a Workshop on Data Processing System	26-Aug-24	30-Aug-24
Conduct Task Force Training on Data Processing	09-Sep-24	13-Sep-24
Conduct Second Level Training on Data Processing (Regional)	16-Sep-24	20-Sep-24
Data Processing at field offices	23-Sep-24	25-Oct-24
Validate Datafiles to Provincial Statistical Offices	23 Sep 24	25-Oct-24
Receive/Download datafiles from Regional Statistical Services Offices	21-Oct-24	31-Oct-24
Data processing at Central Office	04-Nov-24	14-Nov-24
Conduct workshop on data evaluation and frequency tables	18-Nov-24	22-Nov-24
Assess Performance of field offices on data collection	18-Nov-24	27-Dec-24
Prepare masterfile with weights	18-Nov-24	22-Nov-24
Generate and evaluate of preliminary tables	25-Nov-24	06-Dec-24
Conduct workshop on evaluation of preliminary statistical tables	09-Dec-24	13-Dec-24
Prepare/Review/Finalize Press Release	09-Dec-24	27-Dec-24
Conduct Dissemination Forum for the 2023 HECS Key Indicators	09-Dec-24	13-Dec-24

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