

SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

The **COMMISSION ON HIGHER EDUCATION (CHED)**, a government agency attached to the Office of the President of the Philippines for administrative purposes that covers both public and private higher education institutions as well as degree-granting programs in all post-secondary educational institutions in the country, with office address at HEDC Building , C. P. Garcia Avenue Diliman Q.C represented herein by its Chairman, **J. PROSPERO DE VERA** and herein referred to as the "**FIRST PARTY**";

-and-

The **UNIVERSITY OF THE PHILIPPINES**, the National University created by virtue of Republic Act No. 1870, as amended, and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008" through its constituent university at Diliman, with principal office at Quezon Hall, UP Campus, Diliman Quezon City, represented herein by its Chancellor, **FIDEL R. NEMENZO, D.Sc.** herein referred to as the "**SECOND PARTY**".

WITNESSETH:

WHEREAS, the **FIRST PARTY** desires to engage the services of the **SECOND PARTY**, through the UP Law Center, to conduct an online training program designed to provide and familiarize the trainees with the core and fundamental legal knowledge and the practical technical skills in fields of legal study which are essential, pertinent and relevant in the performance and delivery of its mandated public service comprising of , among others, administrative law, legal research and legal writing, law on public officers, contract law, property conveyancing, environmental law, taxation and other commercial laws;

WHEREAS, the **SECOND PARTY**, through the UP Law Center, has expressed its willingness to enter into contract with the **FIRST PARTY** for said services;

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenants hereinafter set forth, the parties hereby agree on the following terms and conditions:

1. The **SECOND PARTY** shall implement and conduct in favor of the **FIRST PARTY** an online training program and certificate course of its Paralegal Training Program for ninety-four (94) training hours and spanning a period of twelve (12) training weeks from **February 19 to May 21, 2022**, with **sixty (60)** training participants.
2. The **FIRST PARTY** shall pay the **SECOND PARTY** a total contract price of ONE MILLION, THREE HUNDRED TWENTY THOUSAND PESOS only (**P1,320,000.00**)

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inclusive of the ten percent (10%) administrative cost due to UP Diliman as per its University rules, and subject further to applicable taxes, if any, and the usual government accounting and auditing rules and regulations.

3. The FIRST PARTY shall exclusively determine and set the eligibility criteria and other requirements for the participation of **sixty (60)** CHED employees as the trainees of the program. Likewise, the FIRST PARTY shall identify the qualified trainees for this program and thus, shall issue the Office Order identifying and authorizing said qualified trainees to participate and complete the training program. A copy of this Office Order shall also be provided by the launching and commencement of the training program.
4. The SECOND PARTY will provide the following:
 - a. Provide specific training needs and requirements of the FIRST PARTY;
 - b. Provide for a pre-program and post-training evaluation meetings;
 - c. Provide workshop exercises/case studies and learning checks;
 - d. Provide handouts, and soft copies of the earned Certificates of Completion or Participation which will be given to each participant;
 - e. Submit one complete set of the training handouts and case materials; and
 - f. Submit the Post Program Report that includes training evaluations and recommendations.
5. The SECOND PARTY, through the UP Law Center shall not reveal or divulge to any person or entity any information or data concerning the organization, business, finances, transaction and/or other affairs of the FIRST PARTY and shall keep in complete secrecy all confidential information and will not use or attempt to use any such information in any manner which may injure, cause loss or damage, either directly or indirectly, to the FIRST PARTY's interests. This provision shall survive the validity and termination of this Agreement and the prohibition shall subsist without limit in point in time but will cease to apply to information or knowledge which may come into the public domain.
6. The SECOND PARTY unconditionally binds itself and agrees not to attempt directly or indirectly in any way or manner to circumvent the provisions of this Agreement.
7. Nothing in this Agreement shall be construed as creating or establishing an employer-employee relationship between the FIRST PARTY and the SECOND PARTY.

IN WITNESS WHEREOF the parties hereto have affixed their signatures this

APR 08 2022 2022 at QUEZON CITY

COMMISSION ON HIGHER EDUCATION

UNIVERSITY OF THE PHILIPPINES

By:

J. PROSPERO DE VERA
Chairman



By:

FIDEL R. NEMENZO, D.Sc
Chancellor *mem*

Signed in the Presence of:

ATTY. FREDERICK MIKHAIL E. FAROLAN
Director IV, LLS



SOLOMON F. LUMBA
Associate Dean



CERTIFIED FUNDS AVAILABLE:

₱ 1,320,000 -



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ACKNOWLEDGEMENT

Republic of the Philippines)

QUEZON CITY)S.S

BEFORE ME, a Notary Public in the CITY of QUEZON CITY, this _____

day of APR 08 2022, 2022, personally appeared the following:

NAME	Proof of Identity	Date/Place Issued
J. PROSPERO DE VERA	CHEP ID NO. 10-0399	CHEP
FIDEL R. NEMENZO	UP ID NO. 141029153	UP DILIMAN

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed, as well as of the entities that they represent.

This instrument consisting of four (4) pages including this page where this Acknowledgement is written, refers to a Service Agreement signed by the parties and their instrumental witnesses on every page thereof.

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

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Page No.: 46
Book No.: 29
Series of 2022

M. Damian
ATTY. MARY CATHERINE A. DAMIAN
 Notary Public for Quezon City until December 31, 2022
 Per Adm. No. NP-176 (2021-2022)
 Unit 9 Bldg. 2, Acacia Support Area, Laurel Avenue, UP Diliman, Quezon City
 IBP No. AR21794119; Quezon City Chapter; 01-07-2021 for 2021 and
 IBP No. AR934307; 01-08-2021 for 2022
 PTR No. 2463451; Quezon City; 01-03-2022
 Roll No. 43243; MCLE Compliance No. VI-0023344; 04-14-2022. Pinaric, Inc.

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