

## MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** (the "Agreement") is being entered into this 22 day of MAY, 2019, by and between:

**ACER PHILIPPINES, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at 1172-1180 President Quirino Extension, Paco Manila 1007, Philippines, represented by its Managing Director, Mr. Manuel Wong, (hereinafter referred to as "**ACER**");

- and -

**EASTERN VISAYAS STATE UNIVERSITY MAIN CAMPUS**, an education institution duly organized and existing under the laws of the Republic of the Philippines, with principal office at Lino Gonzaga Avenue, Tacloban City represented by University President, Dominador O. Aguirre Jr. University President (hereinafter referred to as "**EASTERN VISAYAS STATE UNIVERSITY MAIN CAMPUS**")

**EASTERN VISAYAS STATE UNIVERSITY MAIN CAMPUS** and **ACER** may hereinafter be referred to collectively as "Parties" or individually as "Party".)

In consideration of the mutual promises contained herein, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **ACER** and **EASTERN VISAYAS STATE UNIVERSITY MAIN CAMPUS** hereby agree as follows:

**The values extended to EASTERN VISAYAS STATE UNIVERSITY MAIN CAMPUS by Acer shall be as follows:**

- A. Acer will grant **EASTERN VISAYAS STATE UNIVERSITY MAIN CAMPUS** all benefits deemed as a **Platinum** member of Acer Academy which is stated below:

**Acer Academy Program Benefits:**

1. Php30,000 (for Platinum members) worth of official school curricular event sponsorship within an academic year.
  - a. The school has the option to make full use of the sponsorship amount or partially.
  - b. Sponsorship amount can be used by the school either for food, venue, prizes, raffle items, and other event related expenses.
  - c. The school should advise **ACER** 3-weeks prior to the use of the sponsorship amount.
  - d. The school should provide the following information and/or documents before claiming of the sponsorship fund:
    - i. Proposal letter stating the usage of the fund with official school letterhead.
    - ii. If claiming is before the event, the school needs to provide a hard copy of "*Proforma Invoice*" or "*Billing Statement*" stating the fund usage.
    - iii. If claiming will be done after the event, the school needs to provide a photocopy of "*sales invoice*" and/or "*official receipts*" stating where the fund was used.
2. Professional and Career Development Program for School administrators, principals, librarians and teachers. (*in partnership with Microsoft = Windows In The Classroom*)
  - a. Digital Literacy training
  - b. Microsoft Tools & softwares
  - c. Teachers certification
  - d. Soft Skills workshop for educators
3. IT-enablement Conferences and Seminars for Students in partnership with IT industry partners.
4. PR/Newspaper, Online Exposures for member schools of Acer Academy
  - a. PR article should come from the school and will be published to the agreed medium, either newspaper or online.
5. One (1) Campus Information Kiosk powered by Acer (*for Platinum members only*)
  - a. The kiosk comes with a FREE Acer Veriton All-in-one (AIO) PC without Operating System. (*AIO PC model, size and specs may vary depending on availability*)
  - b. The kiosk physical design and structure is standard.
  - c. Custom design is limited only to inclusion of school logo and school color.

6. Acer IT Excellence Award to qualified students during commencement exercises
  - a. Only one (1) student can be awarded during commencement exercises.
  - b. Criteria for the recipient of the award should come from the school/ college/ university.
  - c. The following details should be provided to APHI 30-days prior to graduation date in order to prepare the award for the student.
    - i. Name of the student
    - ii. Course and College belonging to – *for college level*
    - iii. Section name – *for elementary and high school*
    - iv. Award Title and details – *if school has one*
    - v. Official signatory from the school
    - vi. Venue and date of graduation
7. Acer branding collaterals on Computer Laboratory (*optional*)
  - a. Branding collaterals is limited only in providing dress-up or design enhancement of computer laboratory as agreed by both parties.
8. Internship opportunity for graduating students (*subject for verification & availability*).
  - a. The school may nominate or refer a candidate student for internship program or open the application to all interested students.
  - b. The school/ student should provide the following details in order to be accommodated for internship program of ACER:
    - i. Endorsement letter from the school, with official school letter head and signed by an authorized personnel.
    - ii. The letter should contain the name of the student, course and hours required by course (*if available*).
    - iii. Process will go thru the usual screening of applicants. A series of interview will be made and those chosen will be allowed to enter as an intern at ACER.
9. Acer Faculty Purchase Program (FPP) – Get exclusive discount on selected Acer products.
  - a. ACER can create a Faculty Purchase Program (FPP) to member schools for limited time period only. Price and discount to be dictated by ACER. Products to be offered are also to be determined by ACER.
  - b. Member schools can also take advantage of an incentive program for facilitating and endorsing the FPP to its faculty members.

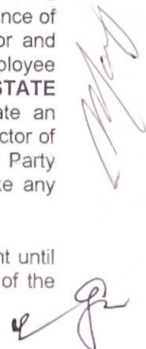
**B. EASTERN VISAYAS STATE UNIVERSITY MAIN CAMPUS** also acknowledges the mechanics of Acer Academy:

**Program Mechanics:**

1. Acer Academy program is open to all Philippine private and public schools, colleges & universities.
2. Participating products are all TravelMate notebooks, Veriton desktops, Servers, all projector models, and all Iconia tablets only.
3. A member school, college or university can only avail Acer Academy's benefits only once.
  - a. Availing/ claiming of benefits can only be made until the 12<sup>th</sup> month from the membership date. (Ex: January 1, 2019 to December 31, 2019)
  - b. Claiming of benefits done after the first 12 months will no longer be allowed.
4. Acer will award the member school with a plaque to recognize them as a valid member of Acer Academy.

**C. General Provisions**

1. **No Employer-Employee Relationship.** Acer and any of its employee, agent, or independent contractor shall not be entitled to any benefits extended by the labor laws and legislations to workers and employees or other such benefits that the **EASTERN VISAYAS STATE UNIVERSITY MAIN CAMPUS** offers to its regular employees. For purposes of the performance of its obligations under this Agreement, Acer is and shall remain an independent contractor and nothing in this Agreement shall be deemed or construed to create an employer-employee relationship, joint venture, agency or partnership between Acer and **EASTERN VISAYAS STATE UNIVERSITY MAIN CAMPUS**. Nothing herein shall be deemed or construed to create an employment relationship between the Acer and any employee, agent or independent contractor of the **EASTERN VISAYAS STATE UNIVERSITY MAIN CAMPUS**, and vice versa. Neither Party shall have any authority to incur any obligations on behalf of the other Party or to make any promise, representation or contract of any nature on behalf of the other Party.
2. **Term.** This Agreement shall be effective from the moment of the signing of this Agreement until June 28, 2019, unless renewed or extended upon review and mutual written agreement of the





Parties. However, despite non-renewal of this Agreement, any and all transactions which have already been initiated and pending shall be consummated based on the terms and conditions of this Agreement, unless otherwise mutually agreed upon by the Parties. Either Party may terminate this Agreement only after service of a thirty (30)-day notice to the other Party.

3. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein.
4. **Amendments.** No amendment shall be made to this Agreement except in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have set their hands on the date and place written above.


**ACER PHILIPPINES, INC.**

**EASTERN VISAYAS STATE UNIVERSITY MAIN CAMPUS**

By:


By:

  
**MANUEL WONG**  
 Managing Director  
 Acer Philippines Inc.

  
**DR. DOMINADOR O. AGUIRRE JR.**  
 University President  
 Eastern Visayas State University

**WITNESSES for ACER:**

**WITNESS FOR EVSU Main Campus**

  
**CARREN GARCIA**  
 Sr. Channel Sales Manager  
 Acer Philippines, Inc.

  
**DR. DANILO B. PULMA**  
 Director, Information & Communication Technology  
 Eastern Visayas State University

Republic of the Philippines }  
 City of MAKATI CITY } S.S.

**ACKNOWLEDGEMENT**

BEFORE ME this JUN 04 2019 day of JUNE, 2019 in the City of MAKATI CITY, personally appeared the following:

NAME	GOVERNMENT ISSUED ID	DATE/PLACE ISSUED
Manuel Wong		
DOMINADOR O. AGUIRRE, Jr.	EVSU ID #102424 DO	1-7-2013 TAGLOREAN CITY

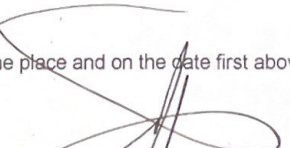
Known to me and to me known to be the same persons who executed the foregoing AGREEMENT, consisting of three (3) pages including this page wherein the acknowledgement is written, and they acknowledge to me that the same is their free and voluntary act and deed and that they are duly authorized to represent their respective principals.

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

NOTARY PUBLIC

Doc. No. 04  
 Page No. 07  
 Book No. 214  
 Series of 2019

Private & Confidential

  
**ATTY. GERVACIO B. ORTIZ JR.**  
 Notary Public, City of Makati  
 Until December 31, 2019  
 IBP No. 656155, Lifetime Member  
 MCLE Compliance No. VI-0024312  
 Appointment No. M-183-(2019-2020)  
 PTR No. 7333104 Jan. 3, 2019  
 Makati City Roll No. 40091  
 101 Urban Ave. Campos Rueda Bldg.  
 Brgy. Pio Del Pilar, Makati City