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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) made and entered into, on ____ day of _____ 2019 in _____, by and among:

The **DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY**, an office existing by virtue of Republic Act No. 10844, dated 23 May 2016, with principal office address at DICT Building, C.P. Garcia Avenue, UP Diliman, Quezon City, represented herein by its **OIC, REGIONAL DIRECTOR, ENGR. LEO CIPRIANO L. URBIZTONDO JR.**, hereinafter referred to as the **"DICT"**;

- and -

The **EASTERN VISAYAS STATE UNIVERSITY**, represented herein by its **UNIVERSITY PRESIDENT, DR. DOMINADOR O. AGUIRRE, JR., D.M.** duly authorized for the purpose, hereinafter referred to as the **"SUC"**.

WITNESSETH: That-

WHEREAS, the **DICT** is mandated to be the primary policy, planning, coordinating, implementing and administrative entity of the Executive Branch of the government that will plan, develop, and promote the national Information and Communications Technology (ICT) development agenda;

WHEREAS, in line with its mandate, the **DICT** aims to bridge the digital divide by establishing Tech4ED Centers under its Digital Community Program, which will enhance the socio-economic condition of Filipinos and provide inclusive growth to the country;

WHEREAS, various segments of the Tech4ED Project aim to cater to the Out-of-School Youths and Adults (OSYA), women, teachers, Overseas Filipino Workers (OFWs) as well as their families and relatives, Persons With Disabilities (PWDs), senior citizens, indigenous people, and entrepreneurs as their target beneficiaries or END-USERS;

WHEREAS, **DICT** and the **EASTERN VISAYAS STATE UNIVERSITY** (collectively referred to as the **"Parties"**) have agreed to cooperate and jointly commit in promoting community development through the use of information and communications technology for effective and efficient governance in the country, particularly through the Program;

WHEREAS, the **Parties** have agreed for the free use of the platform, technology and brand for Tech4ED Project under the herein below conditions for the sole purpose of furthering the objectives of the Project;

WHEREAS, the **SUC**, through is its **University President** has authority to enter into a binding MOA;

NOW THEREFORE, for and in consideration of the above premises, **DICT** and **SUC** as the Parties involved have mutually reached the following agreements:

SECTION 1. PURPOSE OF THE MOA

This MOA is an agreement between the parties for the free use of **DICT's** platform, solutions, technology, and brand of Tech4ED Project by the **SUC**.

SECTION 2. AGREEMENT OF THE PARTIES

- 2.1 The Parties hereto understand that they share the common goal of implementing the project;
- 2.2 The Parties hereto acknowledge that proper coordination between the parties shall be made to ensure the success of the project;
- 2.3 The Parties hereto acknowledge that ownership of the platform, solutions, technology and brand shall remain with **DICT**, while those provided by the **SUC**, if any, shall remain with the **SUC**;
- 2.4 The Parties hereby undertake to faithfully and strictly perform the responsibilities enumerated under this MOA and fully understand the consequences therein in case of non-performance thereof;
- 2.5 The Parties understand and agree that the **DICT** is providing the use of its platform, solutions, technology and services free of any charge. Furthermore, the Parties hereby declare that **DICT** is NOT charging any fee from the **SUC**, from its community, or from the public for the use of the platform, solutions, technology and brand of the Tech4ED Project under this MOA;
- 2.6 The **SUC** may impose charges or fees for the use of the computers of the Tech4ED Centers at a cost the **SUC** may deem appropriate and sufficient to be used exclusively for the maintenance and reasonable expansion of the Tech4ED Centers in order to achieve the Parties shared goal of long term sustainability of the Tech4ED project;
- 2.7 The **SUC** shall not impose additional charges or fees in order to access the contents of the platform under the Tech4ED Project;
- 2.8 Under no circumstance shall the fees collected by the **SUC** be released to the **DICT**, its officers and staff as payment of fees, services, honoraria, and other similar disbursements.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

3.1 The responsibilities of **DICT** under this MOA shall be as follows:

- 3.1.1. Allow the **SUC** free use of the platform of the Tech4ED project, comprising of the digital content.
- 3.1.2. Conduct the appropriate training and orientation to the **SUC** Tech4ED Team prior to operation;
- 3.1.3. Support and assist the **SUC** in the initial implementation of the Tech4ED Project;
- 3.1.4. Acknowledge the collaboration with the **SUC** in the implementation of the project;
- 3.1.5. Review reports required to be submitted by the **SUC**; and
- 3.1.6. Evaluate and conduct periodic monitoring of the **SUC** Tech4ED Center performance;

3.2. The responsibilities of the **SUC** under this MOA shall be as follows:

- 3.2.1 Provide At least 20-sq meter office space to serve as the Tech4ED where computers shall be deployed and accommodate constituents who shall avail of the center's services;
- 3.2.2 Allow and ensure the operation of the Tech4ED Center from Monday through Friday, for at least eight (8) consecutive hours in accordance with Tech4ED Center operations guidelines;
- 3.2.3 At least two permanent or full-time personnel to be designated as the Tech4ED Center Manager and the Tech4ED Center Assistant Manager respectively, to manage the day to day operations of the Center and ensure its the safety and security;
- 3.2.4 Shoulder the costs of Travel and training for its Tech4ED Center Manager and Tech4ED Center Assistant who shall already be tasked to attend the training under the Tech4ED Project such as but not limited to the Center Managers Training and annual Summit for Knowledge exchange to enhance the centers performance.
- 3.2.5 Provide at least 3 operational laptops or desktop computers, an all-in-one equipment of printer, scanner and copier, and CCTV Camera per center for use at the prescribed hours of operation;
- 3.2.6 Ensure that each Computer shall be readily available and functional for use of the target market or END-USER for at least the prescribed operational days in a year, for the duration of the Contract.

- 3.2.7 Ensure the availability of service center or computer technicians within the area who shall promptly address report/complaint of the user and do preventive maintenance against such items, but not limited to, viruses, malware and the like, on a quarterly basis;
- 3.2.8 Prepare and submit to **DICT** monthly incident management report of complaints and incidents escalated by the target market or END-USER/s with information on the actions taken by the service center or technicians and the corresponding response time;
- 3.2.9 Ensure connectivity of the above-mentioned laptops or desktops at the Tech4ED Center through Wi Fi with at least 2mbps Committed Information Rate (CIR) and at least one (1) router;
- 3.2.9 Provide security measures such as, but not limited to operational security camera for the protection of any and all materials in the Tech4ED Center against theft;
- 3.2.10 Provide at least three (3) computer tables, and at least two (2) extra tables and chairs;
- 3.2.11 Shoulder the costs of monthly operating expenses, such as salaries of the Tech4ED Center Manager and other personnel, electric, internet and telephone bills, supplies and materials and other incidental expenses for the continuous operation of the Tech4ED Centers;
- 3.2.12 Institute and spearhead the advocacy and promotional activities for the dissemination of the Tech4ED Center's existence and service offering to the community;
- 3.2.13 Promote the Tech4ED Centers on the **SUC** website, and regularly update with relevant news and accomplishments of the Centers; (and)
- 3.2.14 Use the fees to be collected exclusively to ensure the sustainability of the Tech4Ed Centers for the entire duration of the Agreement;

SECTION 4. FUNDING

This MOA will be subject to the availability of funds and other resources of the parties. The cost of the activities and the performance of Parties' respective responsibilities shall be for the separate accounts of the Parties. The both parties warrant that it has the funding to pursue and comply with the obligations and responsibilities found in this agreement.

SECTION 5. DURATION AND EFFECTIVITY OF THE MOA

This MOA shall take effect upon the signing of the parties hereto and shall be valid for ten (10) years unless earlier terminated or revoked or cancelled for cause by giving thirty (30) day prior written notice to the other party.

SECTION 6. MONITORING AND COMPLIANCE

The parties shall mutually monitor the adherence and compliance of their counter-party. Any lapse or breach of obligations shall be brought to the attention of the other through notices under these addresses:

DICT:

ENGR. LEO CIPRIANO L. URBIZTONDO JR.

Assistant Regional Director, DICT VC2

Pigaffetta Street, Port Area, Cebu City

SUC:

DR. DOMINADOR O. AGUIRRE, JR.

University President

Eastern Visayas State University

Tacloban City

The parties agree to settle issues, lapses and breaches of obligations through internal negotiations. However, if issues, lapses and breach continue for three (3) consecutive events and notices, the offended party may, as a matter of right given and agreed to in this agreement, remove any or all contributions to this endeavor and rescind this agreement.

SECTION 7. TERMINATION

Upon expiration of the period of the agreement, the Parties may renew the same subject to the evaluation of the performance of the centers established under this agreement. Sixty (60) days prior to the end of the agreement, the Parties shall discuss whether the project should continue or shall be terminated, extended or under a new agreement subject to the requirements of the law.

In case of non-renewal of the agreement or termination for whatever cause, the equipment and technology/platform used for the Tech4ED project subject of this agreement shall be immediately returned to its rightful owners, the costs of the retrieval, removal and/or return thereof shall be for the separate accounts of the parties.

This MOA can be pre-terminated on the ground that upon periodic evaluation by DICT, it has been determined that the Center is not performing within the standard set by DICT for the Tech4ED project and/or violations and/or non-performance of any of the responsibilities enumerated herein have been committed, as consequence thereof.

In such a case, the SUC shall immediately stop using the platform, solutions, technology and brand of Tech4ED project and shall no longer be a part of the project.

SECTION 8. REPRESENTATION AND WARRANTIES

Each Party has all the requisite corporate power and authority to execute and deliver this MOA and to perform all of its obligations hereunder. The execution, delivery and performance of this MOA have been duly and validly authorized by all necessary corporate action of each Party, and no further corporate action, consent or approval on the part of each Party is required to the valid performance of its obligations hereunder and the consummation of the transactions contemplated by this Agreement.

SECTION 9. RELATIONSHIP

- 9.1 There is no employee-employer relationship or principal-agency between the **DICT** and **SUC**;
- 9.2 Nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture between the Parties, or a merger of their assets or their fiscal and other liabilities or undertaking. Neither Party shall have the right to bind the other Party, except as expressly provided for herein;
- 9.3 The employees of the **DICT** and **SUC** shall remain their respective employees. Any liabilities and obligations emanating from the employer-employee relationship of the respective parties shall be solely shouldered by the respective employers; and
- 9.4 The Tech4ED Center Managers and other personnel of the Tech4ED Centers shall remain the employees of the **SUC**. Any liabilities and obligations emanating from such employer-employee relationship shall solely for the account of the **SUC**.

SECTION 10. SETTLEMENT OF DISPUTE

All such conflicts which cannot be decided by negotiation and/or mediation shall be decided by arbitration in accordance with the applicable arbitration laws of the Philippines.

SECTION 11. SEPARABILITY CLAUSE

Should any stipulation, provision or any part of this Agreement be declared unenforceable or void by an order or judgment by any court or tribunal, the other stipulations and provisions shall not affect and shall remain in force.

SECTION 12. ASSIGNMENT AND SUCCESSION

This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns. However, neither party may assign or delegate its rights and duties hereunder without the prior consent of the other party.

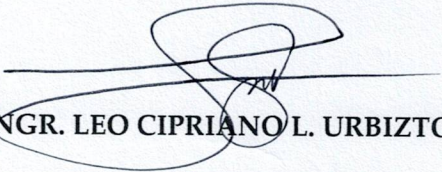
SECTION 13. AMENDMENTS

At any time while this MOA is in effect, the Parties may modify, revise or amend in writing the existing terms and conditions or requirements of this MOA as circumstances may warrant. Any modification, revision or amendment hereto shall become valid and binding only when the same is in writing and signed by both Parties;

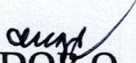
IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement in the place and on the date first above written.

DEPARTMENT OF INFORMATION AND
COMMUNICATIONS TECHNOLOGY

EASTERN VISAYSA STATE UNIVERSITY

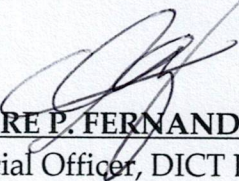

ENGR. LEO CIPRIANO L. URBIZTONDO JR.

OIC, Regional Director,
DICT - Visayas Cluster 2

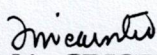

DR. DOMINADOR O. AGUIRRE, JR.

University President

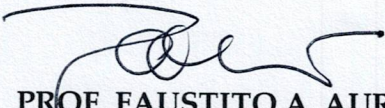
IN THE PRESENCE OF


CLAIRE P. FERNANDEZ
Provincial Officer, DICT Leyte

Witness


DR. MA. CRISTINA I. CAINTIC
Vice President for Planning, Research and
Development and Extension Services

Witness


PROF. FAUSTITO A. AURE
Director, Extension Services

Witness

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the above jurisdiction, this ____ day of _____ 2019, personally appeared:

<u>Name</u>	<u>Government ID</u>	<u>Date & Place Issued</u>
ENGR. LEO CIPRIANO L. URBIZTONDO JR.	PLC 18-0000874	4/27/2015
DR. DOMINADOR O. AGUIRRE, JR.		

both known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement which consists of ____ (__) pages, including this page in which the acknowledgment is written, signed by the parties and their instrumental witnesses at the spaces herein provided and acknowledged to me that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on this ____ day of 10 FEB 2020 2019.

NOTARY PUBLIC

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Page No. 32 ;
Book No. 1 ;
Series of 2019

JOSE JOANNES S. BAGULAYA
NOTARY PUBLIC - JURISDICTION OFFICE TACLOBAN CITY
COMMISSION NO. 2019-01-42 UNTIL 31 DECEMBER 2020
ROLL OF ATTORNEYS NO. 64114
IBP LIFETIME OR NO. 1067327; 1-5-17; LEYTE CHAPTER
PTR NO. 1518-18; 1-11-19; DULAG, LEYTE
BRGY. HIGHWAY, DULAG, LEYTE