



## **MEMORANDUM OF AGREEMENT**

between

**AIESEC PHILIPPINES FOUNDATION,  
INC. (TIN: 001-374-808-000) and**

**PUP TAGUIG COMPUTER SOCIETY**

**June 24, 2023**

**This Memorandum of Agreement is made and entered by and between:**

### **PARTIES**

1. **AIESEC PHILIPPINES FOUNDATION, INC.**, a youth-led organization registered with the Securities and Exchange Commission, bearing the registration number 130281, and having its registered address at 7F, Finman Centre Building, 131 Tordesillas, Salcedo Village, Makati City 1227, Philippines, herein referred to as **"AIESEC"**;

and

2. **PUP TAGUIG COMPUTER SOCIETY** being the party whose name and address are stated in *Item 1* of *Schedule A* which expression where the contest so permits include heirs, personal representatives, successors-in-title, beneficiaries, and assignees herein referred to as "**PUPT CS**".

**WITNESSETH THAT:**

WHEREAS, the primary purpose of **AIESEC** as a global, independent, non-partisan, not-for-profit youth-run organization is to develop young leaders through practical experiences in challenging environments and to empower the youth to achieve personal and professional growth.

WHEREAS, **PUPT CS** is engaged as a **Gold Partner** of **AIESEC** in the Philippines for the **ILO Project**.

Now, therefore, in consideration of the premises and mutual promises set forth herein, both parties, intending to be legally bound, hereby agree to the following terms and conditions:

**I. RESPONSIBILITIES**

1. **AIESEC** will recognize **PUPT CS** as a Partner of **AIESEC** in the Philippines with the following benefits:

**A. Branding and Publicity**

- i. Inclusion of **PUPT CS's name and logo** in all applicable ILO-related publicity materials (AIESEC in the Philippines Facebook Page, Instagram Account, Zoom Backgrounds, Certificates) ii. Guaranteed **ten (10) likes on PUPT CS's Facebook page\*** iii. Guaranteed **five (5) likes and five (5) shares to five (5) of PUPT CS's chosen publicity material/s** from personal Facebook accounts\*
- iv. **Live acknowledgement** of **PUPT CS's name** with **"In partnership with..."** before, during, and after the ILO Project execution

*\*PUPT CS shall fulfill at least 90% of the agreed number of representatives, as stipulated in section 2B to be entitled to full completion of benefits.*

## 2. RESPONSIBILITIES OF PUPT CS

### A. Contact Person

- i. Provide AIESEC with a key point person within their organization to manage and facilitate the partnership. All initial conversations and negotiations should be initially coursed through them. They shall also be responsible for implementing an agreed-upon communication scheme with both entities.

### B. Career Opportunity

- i. Participation to the AIESEC x International Labor Organization (ILO) Project, PUPT CS shall send twenty (20) organization representatives registering for Google Primer (GPrimer) on or before June 30, 2023 and fifteen (15) organization representatives fully attending the Ready for Business ( R4B ) Webinar to be held on June 30, 2023 (Friday) at 5:00 PM-7:00 PM ii. NOTE: R4B attendees should be *different or unique individuals* to ILO GPrimer registrants.
- I. *Unique individuals refer to each entity using any tool and shall count as one (1) in the case of the usage of both tools. That is, a person attending R4B Webinar(s) and using GPrimer will only count as one (1), and, likewise, a person using either R4B or GPrimer will also count as one (1).*

## II. CONTRACT DURATION AND VALIDITY

Hereby, the parties bind themselves to the above terms and conditions which shall be effective **June 24, 2023**, henceforth and valid until **July 31, 2023**. Further extensions exceeding the date indicated may be negotiated and renewed under AIESEC in the Philippines' Executive Board given that both parties have complied with the terms above, and that no terminations and amendments be made within the contract duration. (See succeeding provisions for termination and amendments.)

## III. TERMINATION FOR DEFAULT

Unless otherwise caused by any fortuitous events, if either party to this Agreement fails or refuses to perform its terms and conditions, the party not in default may give **ten (10) days written notice** to the defaulting party of the alleged default, and if such default continues for **five (5) additional days** from the date of receipt of such written notice, then this Agreement may be terminated either in whole or in part by the party, not in default with another written notice. All of the rights and remedies allowed by the law for breach

of contract will be open to the party not in default. In such an event, the accountable party shall be liable for damages, including the excess cost of procuring similar supplies or services.

#### **IV. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Philippines without regard to the principles of conflict of laws.

#### **V. NOTICES**

Any notice, request, or demand required to be served by either party hereto to the other party under the provisions of this Agreement shall be in writing either through electronic mail or facsimile transmission. In the event that facsimile transmission is utilized, the notice shall be deemed to be sufficiently served:

- A. If it is given by the party by post in a registered letter addressed to the party to be served at the following parties' addresses or to their respective solicitors and in such a case it shall be deemed (whether it is actually delivered or not) to have been received at the time when such registered letter would in the ordinary course of post be delivered.
- B. If it is given by the party and dispatched by hand to the party to be served or to their respective solicitors; or
- C. If it is sent by the party or its solicitors to the other party or its solicitors by facsimile transmission to such facsimile number of the other party or its solicitors as may have been notified in writing by the other party or its solicitors and in such case, it shall be deemed to have been received by the other party on the day of transmission as confirmed by a transmission report generated by the facsimile machine from which such notice or other communication was sent.

#### **VI. WAIVER**

Failure by either party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of its right to enforce the breach of such provision or any other provision in this Agreement or as a waiver of any continuing, succeeding, or subsequent breach of any provision or any other provision of this Agreement.

#### **VII. SEVERABILITY**

If any provision of this Agreement is held to be illegal or invalid under present or future laws or regulations effective and applicable during the term of this

Agreement, such provision shall be fully severable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from this Agreement.

#### **VIII. AMENDMENTS**

- A. No modifications of this Agreement or any part thereof shall be made except upon execution of a written instrument duly signed by both parties.
- B. Should circumstances necessitate the revision of the agreements embodied in this Agreement, the concerned parties shall, prior to such revision, coordinate in the process of revision and grant a reasonable grace period of the implementation of such.

#### **IX. CONFIDENTIALITY**

This Agreement and all matters pertaining hereunto shall be considered a confidential matter and shall not be disclosed to any third party without prior mutual agreement by the Parties save and except where:

- A. Disclosure of such information is necessary for the purposes of raising finance to undertake the obligations of either Party under this Agreement;
- B. Disclosure of such information is made to either Party's consultants or advisers; or
- C. Disclosure of such information is required by law or by any Governmental Agency or for the performance of any obligations under this Agreement.

#### **X. SUCCESSORS BOUND**

This Agreement shall be binding upon each of the Parties hereto and their respective successors in title and permitted assigns.

#### **XI. TIME OF THE ESSENCE**

Time wherever mentioned in this Agreement shall be of the essence.

#### **XII. RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement is intended to or should be construed as, creating an agency, partnership, or joint venture between the parties. No party, nor any of its employees, consultants, contractors or agents are agents, employees, joint ventures of the other, nor do they have any authority whatsoever to bind such other Party by contract or otherwise.

### **XIII. FORCE MAJEURE**

Neither party shall be responsible for events beyond its reasonable control, such as acts of God, weather delays, or other fortuitous events. If an event is postponed due to inclement weather or other conditions beyond AIESEC's control, it may be rescheduled for another time. The partner shall then be entitled to the package originally agreed upon with no additional charge to the partner.

### **XIV. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior agreements, arrangements, communication, or representations, whether oral or written. This Agreement may not be amended, altered, modified, or changed except through a written document signed by both parties.

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*\*The remaining part of this Agreement is intentionally left blank.\**  
**IN WITNESS WHEREOF THE PARTIES** hereto have through their respective authorized representatives hereunto have caused this Agreement to be executed.



SIGNED for and on behalf of )

AIESEC PHILIPPINES )  
FOUNDATION, INC. ) in the  
presence of: )

.....  
Name: Jamillah Krizelle T. Fidelis  
Designation: ILO Project Head

.....  
Name: JM Miguel  
Designation: Country Director for Business  
Development and Engage with AIESEC

SIGNED for and on behalf of )

PUP TAGUIG COMPUTER  
SOCIETY

in the presence of: )

.....  
Name: Maria Arabella Pablo  
Designation: Vice President for External Affairs  
**SCHEDULE A**

*(To be taken, read, and construed as an essential part of this Agreement.)*

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NO.	SUBJECT MATTER	DETAILS

1	THE ORGANIZATION	<p>NAME OF ORGANIZATION: PUP Taguig Computer Society</p> <p>ADDRESS: Gen. Santos Avenue, Lower Bicutan, Taguig, Philippines</p> <p>ORGANIZATION EMAIL: <a href="mailto:puptaguig.cscb@gmail.com">puptaguig.cscb@gmail.com</a></p> <p>CONTACT PERSON: Maria Arabella Pablo</p> <p>POSITION: Vice President for External Affairs</p> <p>CONTACT NOS.: +63 927 591 2962</p> <p>CONTACT EMAIL: <a href="mailto:puptaguig.cscb@gmail.com">puptaguig.cscb@gmail.com</a></p>
2	AIESEC	<p>COMPLETE NAME: AIESEC Philippines Foundation, Inc.</p> <p>ADDRESS: 7F, Finman Centre Building, 131 Tordesillas, Salcedo Village, Makati City 1227, Philippines</p> <p>CONTACT PERSON: John Clarence S. Pamplina</p> <p>POSITION: ILO Project Officer</p> <p>CONTACT NOS.: +63 935 563 1401</p> <p>CONTACT EMAIL: <a href="mailto:johnclarence.pamplina@aiesec.net">johnclarence.pamplina@aiesec.net</a></p>