

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) made and entered into, on _____ day of 29 APR 2019 2019 in Davao City, 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, and with Field Operations Office located at Francisco Torres Street, Davao City, represented herein by its **Project Manager/Cluster Director, ERLITO TANCONTIAN**, hereinafter referred to as the "DICT";

- and -

The **SULTAN KUDARAT STATE UNIVERSITY (SKSU)** Tacurong City, represented herein by its **PRESIDENT, ROLANDO F. HECHANNOVA**, duly authorized for the purpose, hereinafter referred to as the "STATE UNIVERSITY".

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 Center 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, the DICT is looking for qualified partners, on a pilot basis, with reach to the intended beneficiaries or END-USERS to initially assess and evaluate the feasibility of the involvement of the private sectors partners in line with furthering the objectives of the Project;

WHEREAS, DICT and the SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City, 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;


NETO TANCONIAN
Sector III
ID: Ofc of the Reg'l
LCT. FOO-MU-03

WHEREAS, the SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City, STATE UNIVERSITY has manifested its intent to collaborate, cooperate, participate and support the Tech4ED Project by establishing a Tech4ED Center and pledged to support all activities to sustain and maintain the Center to provide where and when feasible necessary services to the community, on a pilot basis at no charge to DICT;

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;

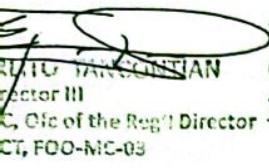
WHEREAS, the SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City has presented to the DICT a document that authorizes and allows the STATE UNIVERSITY to enter into a binding MOA, and the SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City, STATE UNIVERSITY having given the authority to sign and execute the contract;

NOW THEREFORE, for and in consideration of the above premises, DICT and SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City, STATE UNIVERSITY 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 SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City, STATE UNIVERSITY. The location(s) and description(s) of site(s) is/are found in ANNEX A.

SECTION 2. AGREEMENT OF THE PARTIES

- 2.1 The Parties hereto understand and agree 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, **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City**, if any, shall remain with the **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City**.

SULTAN KUDARAT STATE UNIVERSITY
Director III
C/o of the Reg'l Director
CT, FOO-MC-03
- 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 **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City**, 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 **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City** may impose charges or fees for the use of the computers of the Tech4ED Centers at a cost the **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City**, 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 **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City** 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 **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City** 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 **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City** free use of the platform of the Tech4ED project, comprising of the digital content stipulated in ANNEX B;
- 3.1.2 Conduct the appropriate training and orientation to the **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City Tech4ED Team** prior to operation;
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RITO TANCONIAN
Director III
B. Off. of the Reg'l Director
CT, FOQ-MC-QS
- 3.1.3. Support and assist the **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City** in the initial implementation of the Tech4ED Project;
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- 3.1.4. Acknowledge the collaboration with the **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City** in the implementation of the project;
- 3.1.5 Review reports required to be submitted by the **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City**; and
- 3.1.6. Evaluate and conduct periodic monitoring of the **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City Tech4ED Center** performance;
- 3.2. The responsibilities of the **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City** 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 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;


RINTO TANCONTIAN
Sector III
C, Offc of the Reg'l Director
ICT, PGO-MC-03

3.2.5 Provide at least three (3) operational laptops or desktop computers, an all-in-1 equipment of printer, scanner and copier, CCTV Camera, per center for use at the prescribed hours of operation in accordance with the suggested specifications (attached as Annex C);

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 WiFi with at least 2mbps Committed Information Rate (CIR) and at least one (1) router;

3.2.10 Provide security measures such as, but not limited to operational security camera for the protection of any and all

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- 3.2.11 Provide at least three (3) computer tables, and at least two (2) extra tables and chairs;
- 3.2.12 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;
- 3.2.13 Institute and spearhead the advocacy and promotional activities for the dissemination of the Tech4ED Center's existence and service offering to the community;

EJ

RUBEN TANCONTIAN
Instructor III
100% off the Reg'l Director
LST, PDO-MG-03

- 3.2.14 Promote the Tech4ED Centers on the **SULTAN KUDARAT STATE UNIVERSITY (SKSU)** Tacurong City website, and regularly update with relevant news and accomplishments of the Centers;
- 3.2.15 Use the fees to be collected exclusively to ensure the sustainability of the Tech4Ed Centers for the entire duration of the Agreement;
- 3.2.16 Upon termination of the pilot project, prepare and provide a comprehensive Final Report of the outcome of the PILOT PROJECT with a detailed analysis of the viability and sustainability of the Tech4ED Project in collaboration and cooperation with the private sector partners;

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 three (3) years unless earlier terminated or revoked or cancelled for cause by giving thirty (30) days 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:

ERLITO TANCONTIAN

OIC - CLUSTER DIRECTOR

FOO MINDANAO Cluster 3

Francisco Torres Street, Davao City



ERLITO TANCONTIAN
Director III
OIC, Ofo of the Reg'l Director
DICT, FOO-MC-03

SULTAN KUDARAT STATE UNIVERSITY (SKSU)

Tacurong City

ROLANDO HECHANNOVA, PRESIDENT

TACURONG CITY, SULTAN KUDARAT PROVINCE

The parties agree to settle issues, lapses and breaches of obligations through internal negotiations. However, if issues, lapses and breach continue for 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.

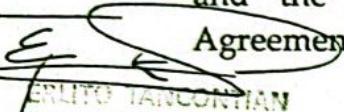
This MOA can be pre-terminated on the ground that upon periodic evaluation by DICT, it has been determined that the Center is not performing within the standard set by DICT for the Tech4ED project and/or violations and/or non-performance of any of the responsibilities enumerated herein have been committed,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

In such a case, the **SULTAN KUDARAT STATE UNIVERSITY (SKSU)** Tacurong City 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.


ERLITO TANCONIAN
Director III
CIC, D/c/o the Reg'l Director
DICT, FOQ-MC-03

SECTION 9. RELATIONSHIP

- 9.1 There is no employee-employer relationship or principal-agency between the **DICT OFFICE** and **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City**
- 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 **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City** 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 **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City**. Any liabilities and obligations emanating from such employer-employee relationship shall solely for the account of the **SULTAN KUDARAT STATE UNIVERSITY (SKSU) Tacurong City**.

SECTION 10. SETTLEMENT OF DISPUTE

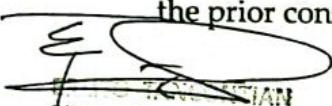
All such conflicts which cannot be decided by negotiation and/or mediation shall be decided by arbitration in accordance with the applicable

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.


E. M. MCGINNIS
Director III
SIC, City of the Reg'l Director
DICT, FCO-MC-68

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**


**ERLITO TANCONTIAN
(OIC - CLUSTER DIRECTOR)**

Designation

**SULTAN KUDARAT STATE
UNIVERSITY, Tacurong City, SUC**


**ROLANDO R. HECHANNOVA
UNIVERSITY PRESIDENT**

IN THE PRESENCE OF

Witness

Witness

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the above jurisdiction, this 29 APR 2019 day of _____ 2019, personally appeared:

Name	Government ID	Date & Place Issued
ERLITO TANCONTIAN OIC - Cluster Director		
ROLANDO F. HECHANOA SKSU President		

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 29 APR 2019 day of 29 APR 2019 2019.


KAREN VALEN S. DE LEON-PADERNA
NOTARY PUBLIC
Commission Serial No. 2013-078-2020
ID No. Q59774 • 11-05-18 • Davao City
PTB No. 1479278 • 12-10-18 • Davao City
Tel No. 4P863
Door 2, 2nd Floor, JMG BLDG.
CDO Business District, DAVAO CITY

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