

# MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into on (insert date) by and between:

**PASSERELLES NUMERIQUES PHILIPPINES**, a registered NGO operating under the auspices of Philippine Law located at Samjung Building, Nasipit, Talamban Cebu, represented by its Country Representative, **MARILOU C. FLORES**, herein referred to as **PNPH**;

-and-

**UNIVERSITY OF SAN JOSE-RECOLETOS**, an educational institution duly organized and existing under the laws of the Philippines, with principal office address at Magallanes Street, Cebu City, herein represented by **REV. FR. EDUARDO S. CELIZ, JR., OAR**, President, who is duly authorized to represent it in this transaction, hereinafter referred to as the **USJ-R**.

## WITNESSETH

WHEREAS, **PNPH**, a non-profit organization, provides education-to-employment opportunities to disadvantaged youth through quality IT education.

WHEREAS, **USJ-R**, a community-oriented university, recognizes the need to extend its expertise and resources to help underserved Filipino youth.

WHEREAS, **USJ-R**, undertakes to collaborate with **PNPH** in providing underserved youth access to quality IT education through the Associate in Computer Technology (ACT) program.

NOW, THEREFORE, for and in consideration of the foregoing premises, **USJ-R** and **PNPH** do hereby agree to stipulate the following:

## I. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

### A. Joint Responsibilities

1. Create a joint working group that will prepare the action plan to operationalize the partnership;
2. Enhance the quality of curriculum and provide our beneficiaries with a robust, student-centered, and holistic learning experience, as such:
  - a. Collaborate actively in the curriculum design process
  - b. Share access to each institution's respective teaching resources (course outlines, teaching activities)
  - c. Collaborate in the student's follow-up and remediation strategies, based on courses assessment;
  - d. Collaborate in the monitoring and the evaluation of the delivered curriculum;

3. Collaborate in monitoring the academic progress and overall welfare of the students;
4. Adhere to all laws, memorandums, and circulars.

**B. Responsibilities of PNPH**

1. Select and enroll potential students in the Associate in Computer Technology program in USJ-R; **PNPH** will be responsible for covering the payment of school fees, except in cases where a student drops out due to health-related issues, academic failure, or untoward incidents.
2. Provide **USJ-R** with one month's notice before the semester commences regarding the anticipated number of students enrolling for the upcoming academic year.
3. Provide necessary fund to cover total school fees amounting to **Php78,715.47** (Seventy-Eight Thousand Seven Hundred Fifteen pesos and 47/100) per scholar for the 2.5-year program;

First year	1 <sup>st</sup> Sem	19,102.17
	2 <sup>nd</sup> Sem	16,642.58
Second year	1 <sup>st</sup> Sem	22,225.23
	2 <sup>nd</sup> Sem	20,129.64
Third year	1 <sup>st</sup> Sem	615.85

*[Signature]*

No further discounts will be extended to students beyond the agreed-upon reduced school fees as outlined in this Memorandum of Agreement.

4. PNPH acknowledges and agrees to pay the initial down payment and settle all outstanding fees in full at the end of the semester before students become eligible to enroll in the Associate in Computer Technology program for another semester.
5. Provide for social educational follow-up of the students;
6. Motivate students to pursue a bachelor's degree in USJ-R School of Computer Studies upon successfully completing the program;

**C. Responsibilities of USJ-R**

1. Designate a Program Coordinator who will coordinate with **PNPH** regarding the various activities and/or course requirements, if any, under this program.
2. Provide reduced school fees to **PNPH** students enrolled in the Associate in Computer Technology program.
3. Provide necessary academic support such as Internship coordinator in partnership with PNPh, laboratory facilities and other pertinent resources to ensure students' successful completion of the program.
4. Perform all required administrative processes to ensure the issuance of diplomas to students who successfully pass the program.
5. Ensure that the training meets the quality standards as per the commitment with PNPH.

*[Signature]*

*[Signature]*

## **II. COMMUNICATION PLAN**

To ensure effective collaboration and information exchange among the PNPH and USJ-R, the joint working group will convene for a coordination meeting every 3 months to stay informed, aligned, and engaged in achieving the shared objectives.

## **III. TERMINATION**

This Agreement shall be in force for a period of two years from the date of its enactment and shall be renewable by mutual written consent at the end of that period. This agreement may be terminated prior to that time on condition that notice of intent to terminate is provided by the initiating institution at least six months prior to termination.

## **IV. INTELLECTUAL PROPERTY RIGHTS**

Nothing in this Agreement shall be construed as transferring the intellectual property rights of **PNPH** over its trade name, trademark, logos and the like. Logos of both parties may only be used for the sole purpose of featuring the same for communications purposes during the entire duration of the partnership.

**USJ-R**, at all times, owns and retains all rights to its own Intellectual Property. Intellectual Property shall include any property defined as such by the Intellectual Property Code of the Philippines (R.A. No. 8293). Accordingly, in the absence of any written consent from **USJ-R**, the students cannot use any confidential information or data from **USJ-R** to create intellectual property.

## **V. DATA PRIVACY**

In case any personal data should be involved, the parties shall process any personal data in accordance with the standards imposed by Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, and its Implementing Rules and Regulations and other relevant laws. The parties, thus, agree that any personal data held in connection with this Agreement will be used solely for the purpose of fulfilling its obligations under this Agreement.

The parties further warrant that all personal information submitted to the other party is compliant with the applicable provisions of the Data Privacy laws, and that it has obtained the necessary consent from the data subject. Upon request, proof of consent may be provided to the other party.

## **VI. OTHER PROVISIONS**

1. Both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking.
2. Neither of the parties shall be liable in any way for the failure to observe or perform any provision of this agreement if such failure shall be caused by any law, rule, or regulation of any constituted public authority or shall be due to any cause beyond the control of the party in default.
3. Should there be any disputes which remain unresolved, **USJ-R** and **PNPH** agree to seek relief in the proper courts of Cebu City only.

**IN WITNESS WHEREOF**, the parties hereof have signed this Agreement on this  
day of AUG 14 2023 2023 in Cebu City City.

**PASSERELLES NUMERIQUES  
PHILIPPINES. (PNPH)**

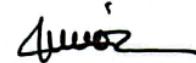


---

**MARILOU C. FLORES**  
Country Representative

Date:

**UNIVERSITY OF SAN JOSE-RECOLETOS  
(USJ-R)**



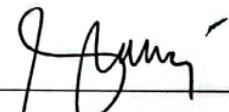
---

**REV. FR. EDUARDO S. CELIZ, JR., OAR**  
President

Date:

*SIGNED IN THE PRESENCE OF:*

**PASSERELLES NUMERIQUES  
PHILIPPINES. (PNPH)**



---

**JEANNE A. SALVE**  
Admin and Finance Manager

Date:

**UNIVERSITY OF SAN JOSE-RECOLETOS  
(USJ-R)**



---

**DR. JOVELYN C. CUIZON**  
Dean, School of Computer Studies

Date:

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }  
Cebu City } S.S.

AUG 14 2023

BEFORE ME, a Notary Public for and the City of Cebu, Philippines, this \_\_\_\_ day of  
2023, personally appeared the following persons, together with their  
respective TIN, as follows:

**MARILOU C. FLORES**

NR 08-0691042-0

**REV. FR. EDUARDO S. CELIZ, JR., OAR**

P0491266C

All known to me to be the same person who executed and signed the foregoing instrument  
and who acknowledged to me that the same are her free and voluntary act and deed.

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

Doc No. 130;  
Page No. 17;  
Book No. 78;  
Series of 2023.

*Alicia E. Bathan*  
**ALICIA E. BATHAN**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2023  
NOTARIAL COMMISSION NO. 093-06  
PTR NO. 2305025 / C.C. 01/09/2023  
IBPLIFETIME NO. 00953/CEBU CITY  
216 BPI Bldg /MACALLANES ST. CEBU CITY  
ROLL NO. 23075

*[Signature]*  
*[Signature]*

*[Signature]*

**ANNEX A**

**ASSOCIATE IN COMPUTER TECHNOLOGY (ACT)**  
**Summary of Charges**

	First Year		Second Year		Third Year	<b>TOTAL</b>
	1st sem	2nd sem	1st sem	2nd sem	1st sem	
<b>TUITION FEE</b> (30% discount)	11,701.07	9,853.54	12,932.77	11,085.23	615.85	<b>46,188.45</b>
<b>MISC. FEE</b> (30% discount)	4,751.10	4,139.04	3,992.46	3,744.41	-	<b>16,627.02</b>
<b>LAB. FEE</b> (with 50% discount)	2,650.00	2,650.00	5,300.00	5,300.00		<b>15,900.00</b>
<b>School Fees</b>	<b>19,102.17</b>	<b>16,642.58</b>	<b>22,225.23</b>	<b>20,129.64</b>	<b>615.85</b>	<b>78,715.47</b>

Miscellaneous:

COMPUTER FEE	160.00	160.00	160.00	160.00
CULTURAL FEE	170.00	170.00	170.00	170.00
ENERGY FEE	2,244.28	1,889.92	2,480.52	2,126.16
GUIDANCE	385.00	385.00	385.00	385.00
IMC FEE	800.00	800.00	800.00	800.00
INSURANCE	58.00	58.00	58.00	58.00
LIBRARY FEE	500.00	500.00	500.00	500.00
MEDICAL-DENTAL	250.00	250.00	250.00	250.00
ONLINE MATRICULATION	400.00	400.00	400.00	400.00
SCHOOL I.D.	420.00			
STUDENT ACTIVITY FEE	200.00	200.00	200.00	200.00
STUDENT MANUAL	100.00			
WIFI FEE	300.00	300.00	300.00	300.00
NSTP FEE	800.00	800.00		
<b>Total Miscellaneous</b>	<b>6,787.28</b>	<b>5,912.92</b>	<b>5,703.52</b>	<b>5,349.16</b>

*[Signature]*

*[Signature]*  
*[Signature]*