

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT (MOA)** entered into, and executed by and between:

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY - ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE (DOST-ASTI)** hereinafter referred to, as the "**DOST-ASTI**" with principal office address at ASTI Bldg., U.P. Technology Park Complex, C.P. Garcia Avenue, Diliman, Quezon City and represented in this Agreement by its Director, **FRANZ A. DE LEON, Ph.D.**;

-and-

The **UNIVERSITY OF SAN JOSE - RECOLETOS** hereinafter referred to, as the "**USJ-R**" with principal office address at Magallanes Street, 6000, Cebu City, Philippines and represented in this Agreement by its University President, **Rev. Fr. EDUARDO S. CELIZ JR., OAR**

(DOST-ASTI and USJ-R are hereinafter referred to as the "Parties")

### WITNESSETH:

**WHEREAS**, the **USJ-R** promotes cultural, professional and spiritual opportunities for human resource development, knowledge and technology generation, and environmental stewardship in addition to its commitment to provide quality Christian community-oriented education to transform individuals be responsive leaders of the society;

**WHEREAS**, pursuant to its mandate, the **DOST-ASTI** implements scientific research and development programs and projects in the advanced fields of Information and Communications Technology (ICT) and Microelectronics in support of local and national development;

**WHEREAS**, the **USJ-R** is a Gospel and community-oriented educational institution dedicated in producing leaders in research and development programs through innovative integral formation, that will exemplify the Augustinian Recollect charism and core values;

**WHEREAS**, the **DOST-ASTI** has engaged in a research project titled "**ASTI - AUTOMATED LABELING MACHINE (ASTI-ALaM)**", which aims to develop an optimized workflow for developing machine learning models and an online model store, herein referred to as the "**PROJECT**," for hosting the developed models for usage in different application domains;

**WHEREAS**, the **DOST-ASTI** and the **School of Computer Studies of USJ-R**, hereinafter referred to as the "**USJ-R SCS**", agree to collaborate with each other to ensure the success of this scientific and social endeavor.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants hereunder stipulated and in compliance with Republic Act No. 10173 or the Data Privacy Act of 2012 (the "DPA") and Republic Act No. 10055 of 2009 or the Technology Transfer Act of 2009 and its Implementing Rules and Regulations, the parties have agreed to carry out the following terms and conditions within the framework of this MOA:

### I. OBLIGATIONS OF THE PARTIES



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**I. OBLIGATIONS OF THE PARTIES**

**A. The DOST-ASTI shall:**

1. assist USJ-R faculty in designing and planning the professional course/s on deep learning and its related topics



2. conduct knowledge transfer activities for USJ-R faculty necessary to perform the activities of the professional course/s.
3. provide remote access to its computing resources sufficient to perform the activities related to the professional course/s.
4. define the use case application/s to be contributed to the PROJECT
5. lead the conduct of research including drafting and publication of any scientific discovery or knowledge related to the use case application/s.
6. introduce advanced topics, such as hyperparameter optimization and geographic information system (GIS), which are related to the use case applications and/or the research conduct.
7. collaborate with USJ-R for future AI-based research and projects.

**B. The USJ-R SCS shall:**

1. assign at least one professional course every term/semester with at least twenty (20) enrolled IT/CS students.
2. provide at least one faculty who will commit to handling the course/s.
3. provide at least twenty (20) desktop computers with internet access.
4. design the course and draft a syllabus based on the training and/or workshops provided by DOST-ASTI.
5. adopt the use case application/s defined by DOST-ASTI in the activities of the course/s.
8. collaborate with USJ-R for the ongoing and future AI-based research and projects.
6. assist DOST-ASTI in the dissemination of the PROJECT, its Model Store, and all the knowledge transfer activities from DOST-ASTI by hosting these events.

## **II. INTELLECTUAL PROPERTY**

The provisions of the Philippine Technology Transfer Act of 2009 (R. A. No. 10055) and its Implementing Rules and Regulations (Joint DOST-IPO A. O. No. 01-2019), as amended, the Department of Science and Technology Intellectual Property Policy, as amended (DOST Administrative Order No. 16-2019), and other related laws, rules and policies, shall be deemed incorporated in this MOA and must, therefore, be complied with by the parties herein.

## **III. TERMS OF DATA USAGE**

1. All data collected from the ASTI-ALaM System shall be transmitted, consolidated, and stored in the ALaM Model Store server located at **DOST-ASTI's** High-Performance Computing (HPC) facility.
2. The **USJ-R SCS** shall have access to the data that will be generated from their experiments that will be conducted using the ASTI-ALaM System until September 2024
3. The **USJ-R SCS** shall allow the **DOST-ASTI** to use their data for the improvement of the implementation of the succeeding versions of the ASTI-ALaM System until September 2024.

## **IV. ASSIGNMENT**

No party shall assign this MOA to another party without the prior written consent of the other. Otherwise, such assignment shall be considered void and shall terminate this MOA.

## **V. AMENDMENT**

No modification or amendment to the terms and conditions of this MOA shall be valid unless set out in writing and signed by the authorized representatives of the parties. Should there be an amendment, both parties will notify the other party at least one (1) month in advance.



## VI. EFFECTIVITY AND TERMINATION

This MOA shall take effect from the date of signing and shall remain in force for a period of two (2) years, subject to renewal by mutual agreement between the parties. In any event, the **USJ-R** shall, in its discretion, have the right to terminate this MOA by serving a seven (7)-day written notice to **DOST-ASTI**.

## VII. FORCE MAJEURE

No party shall be made liable, in any way, for failure to observe or perform any provision of this MOA if such failure is caused by force majeure, such as, without limitation, any law, rule or regulation of any constituted public authority, failure of any governmental approval required for full performance, civil disorder or commotion, labor disturbances or labor disputes of any kind, accidents, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, diseases or such other occurrences beyond the control of the party in default.

## VIII. VENUE OF ACTION

If a dispute of any kind should arise between the parties in connection with or arise out of this MOA, the parties shall make every effort to resolve such dispute amicably. If after ten (10) days, the parties have failed to resolve their dispute, the matter shall be submitted to the Office of the Government Corporate Counsel for arbitration pursuant to Presidential Decree No. 242. Any and all actions arising from arbitration or other modes of dispute settlement as agreed upon by the parties shall be brought by the aggrieved party exclusively before the proper court in Quezon City.

## IX. COMPLETENESS OF THE AGREEMENT

This MOA contains all the agreements of the parties and replaces and supersedes any prior understanding, communications, and representations, whether verbal or written, between the parties.


## X. SEPARABILITY

In the event that any or any part of the provisions contained in this MOA is determined to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision shall be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this \_\_\_\_\_ at \_\_\_\_\_.

**ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE      UNIVERSITY OF SAN JOSE-RECOLETOS**

  
**FRANZ A. DE LEON, Ph.D.**  
Director, DOST-ASTI

  
**Rev. Fr. EDUARDO S. CELIZ JR., OAR**  
University President, USJ-R

**SIGNED IN THE PRESENCE OF:**

## Acknowledgement

Republic of the Philippines)  
Quezon City )

**BEFORE ME**, a Notary Public for and in the QUEZON CITY this 21 DEC 2022  
day of \_\_\_\_\_ 2022, personally appeared.

Name	Gov't Issued ID	Issued on	Issued at
FRANZ A. DE LEON, Ph.D.	Passport No. P8081541A	July 25, 2018	DFA Manila
Rev. Fr. EDUARDO S. CELIZ JR., OAR	Passport No. P0491266C	June 12, 2022	DFA Manila

All known to me to be the same persons, who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed, as well as the voluntary act of the institutions/agencies they represent.

This instrument consists of 7 pages, including this page wherein the acknowledgment is written, duly signed by the parties involved and their witnesses, on each and every page hereof.

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

## NOTARY PUBLIC

Doc No.: 123  
Page No.: 250  
Book No.: 111  
Series of 2022.

**ATTY. ROGELIO J. BOLIVAR**  
NOTARY PUBLIC IN QUEZON CITY

Commission No. Adm. Matter No. NP 204 (2021-2022)  
IBP O.R. No. 132134 MD 2021 & IBP O.R. No. 133076 MD 2022  
PTR O.R. No. 2463255D 1/03/2022 Roll No. 33832 / TIN# 129-871-009  
MCLE EXTENSION APRIL 15, 2022 UP TO APRIL 14, 2023 AS PER S.C. EN BANC B.M. NO. 650  
Address: 31-F Harvard St. Cubao, Q.C.