

MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT**, is executed this October 2025 by and between:

The **BULACAN AGRICULTURAL STATE COLLEGE**, a state college, created by virtue of Republic Act (RA) No. 8548 as amended, with principal office at Administration Building, BASC Main Campus, Brgy. Pinaod, San Ildefonso, Bulacan, represented by its SUC President III, **DR. JAMESON H. TAN**, hereafter referred to as **"BASC"**;
-and-

Public Employment Service office of San Miguel, Bulacan, a government agency duly organized and existing under and by virtue the laws of the Republic of the Philippines, pursuant to Republic Act No. 8759, with principal office address at Brgy. Publacion, San Miguel, Bulacan represented by its **Municipality Mayor, HON. JOHN A. ALVAREZ**, hereafter referred to as **"PESO"**;

(collectively referred to as **"PARTIES"**, whenever applicable)

WITNESSETH:

WHEREAS, as part of the vision of the **Bulacan Agricultural State College (BASC)** to be a globally engaged higher educational institution of agriculture and allied courses, the College exerts its best efforts in establishing partnerships with government and private institutions, both locally and internationally;

WHEREAS, guided by its mission to *"provide excellent instruction, conduct relevant research, and foster community engagement that produce highly competent graduates necessary for the development of the country,"* BASC continuously supports projects and initiatives that expand the knowledge, skills, and real-world experience of its students;

WHEREAS, the **Public Employment Service Office (PESO) of San Miguel, Bulacan** is a government agency established pursuant to Republic Act No. 8759, serving as an employment facilitation and information center that provides job matching, career guidance, and livelihood services to the community;

WHEREAS, both institutions recognize the value of academic-government collaboration in promoting innovation, digital transformation, and community development through student-led research and information technology projects;

WHEREAS, the **Bachelor of Science in Information Technology (BSIT)** students of BASC have proposed the **Capstone Project** entitled *"Job-Hiring Decision Support System for Public Employment Service Office of Bulacan"*, intended to assist PESO in streamlining its recruitment, referral, and record management processes through an automated and efficient system;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants, stipulations, and other considerations hereinafter set forth, the PARTIES, have agreed as follows:

ARTICLE I. Purpose of the Agreement

This Agreement aims to formalize the partnership between the **Bulacan Agricultural State College (BASC)** and the **Public Employment Service Office (PESO) of San Miguel, Bulacan** for the implementation of the **Job-Hiring Decision Support System for Public Employment Service Office of Bulacan**, a capstone project designed to enhance PESO’s service delivery and provide students with hands-on experience in system development and community engagement.

Section 2. Specific Objectives

Specifically, this Agreement seeks to:

1. Strengthen the collaboration between BASC and PESO San Miguel in the field of information technology and employment services;
2. Provide BSIT students the opportunity to apply their technical knowledge and research skills to real-life institutional needs;
3. Develop a functional system that automates job matching, applicant tracking, and report generation for PESO San Miguel;
4. Support BASC’s mission of fostering community engagement and producing graduates who contribute to national development through innovation; and
5. Ensure that all project activities observe ethical standards, data privacy, and mutual cooperation between both parties.

ARTICLE II. Period

Section 1. This agreement is valid for a period of one (1) year from the date of signing by the representatives of both higher education institutions. This agreement may be renewed subject to the review and renegotiation by both parties for implementation of succeeding phases. Such review and negotiation shall be conducted within thirty (30) days prior to expiration of the agreement.

ARTICLE III. Roles and responsibilities of the Parties

Section 1. BASC shall have the following roles and responsibilities:

Section 2. PESO San Miguel Bulacan shall have the following roles and responsibilities:

ARTICLE IV. Data Privacy and Confidentiality

Section 1. The Parties shall respect the privacy and confidentiality of any personal, sensitive personal, and confidential information shared during the implementation of this Agreement, and even after its termination. The Parties shall strictly comply with the provisions of RA No. 10173, or the Data Privacy Act of 2012, and its Implementing Rules and Regulations, in the collection, use, storage,

and processing of any data or information exchanged under this Agreement. The provisions of Memorandum Circular No. 78, s. 1964 and the Inventory of Exceptions to the Freedom of Information shall be applied, whenever necessary.

Section 2. All information—whether personal, sensitive personal, or confidential in nature—received or furnished by either Party to the other under or in connection with this MOA shall be treated with strict confidentiality and shall not be disclosed to any third party without prior written consent, unless otherwise required by law. The receiving Party shall use such information solely for the purpose of fulfilling its obligations under this MOA. Whenever necessary, the Parties shall enter into a Data Sharing Agreement incorporating appropriate Confidentiality and Non-Disclosure clauses.

Section 3. The confidentiality obligations under this Agreement shall not apply to information that:

- 3.1. is or becomes part of the public domain through no fault of the receiving Party;
- 3.2. is already in the lawful possession of the receiving Party prior to disclosure by the disclosing Party;
- 3.3. is lawfully obtained by the receiving Party from a third party without restriction on disclosure;
- 3.4. is required to be disclosed by law, regulation, court order, or government directive, provided that the receiving Party shall promptly notify the disclosing Party of such requirement to enable the latter to take appropriate protective measures.

ARTICLE V. Intellectual Property

Section 1. Any intellectual property owned by the PARTIES prior to this Agreement shall continue to be owned by them. The OTHER PARTY cannot use any confidential information or data from the other to create intellectual property without the express written approval of the latter; provided that, any intellectual property independently created by the other party during the implementation of this Agreement shall be exclusively owned by the creator.

Section 2. However, if the other party provided financial support for the creation of such intellectual property, the ownership of the intellectual property shall be subject to another agreement and with applicable provisions of RA No. 10055,¹ RA No. 8439,² and RA No. 8293,³ including their respective Implementing Rules and Regulations, as well as existing and future policies on Intellectual Property Rights.

ARTICLE VI. Force Majeure

Section 1. None of the parties shall be considered in breach of an obligation under this Agreement to the extent such party can establish that fulfilment of the obligation has been prevented by force majeure.

¹ An Act Providing the Framework and Support System for the Ownership, Management, Use, and Commercialization of Intellectual Property Generated from Research and Development funded by Government and for other purposes.
² An Act Providing a Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government.
³ An Act Prescribing the Intellectual Property Code and Establishing the Intellectual Property Office, Providing for Its Powers and Functions, and for Other Purposes.

Section 2. Force majeure shall include acts of God, war (declared or undeclared), hostilities, rebellion, insurrections, acts of terrorism, actual or threatened, any act of any government, any instrumentality or agency thereof, or any act or cause which is reasonably beyond the control of such party; Provided, that the party prevented from or hindered or delayed in performance by any such cause shall have used its best efforts to avoid, overcome, mitigate and offset its effects. The Party/ies so prevented from or hindered or delayed in complying herewith shall immediately give written notice thereof to the other Party and shall continue to take any action within its power to comply as fully as possible with its obligations hereunder.

ARTICLE VII.Arbitration

Section 1. All disputes, controversies, or claims arising out or relating to this Agreement shall be settled through negotiation and/or mediation within sixty (60) days from the receipt of notice by the other party.

Section 2. Should the dispute have not been resolved by negotiation or mediation within the period above, it shall be decided by arbitration in accordance with RA No. 9285.⁴ Each party shall be entitled to appoint one (1) arbitrator of their discretion; the two (2) appointed arbitrators shall decide on the third member who shall serve as the chairperson of the arbitral panel.

Section 3. The place of arbitration shall be in Bulacan Agricultural State College – Main Campus in Brgy. Pinaod, San Ildefonso, Bulacan; however, for convenience of witnesses, the hearing venues may be held in another place within the Central Luzon Region. The language of arbitration shall be in English and/or Filipino, whichever is suitable to the witnesses.

Section 4. Should the arbitration fail, the parties may submit the case to the competent courts of the Province of Bulacan which shall have exclusive jurisdiction over the same.

ARTICLE VIII. Notices

Section 1. NOTICES under this AGREEMENT may be delivered by hand, by registered mail, or through official electronic mails, to the contact information as herein provided:

FIRST PARTY	Focal: (Name and designation)	
	Telephone or mobile numbers:	
	Email:	
SECOND PARTY	Focal: (Name and designation)	
	Telephone or mobile numbers:	
	Email:	

⁴ The Alternative Dispute Resolution Law of 2004.

ARTICLE IX. Miscellaneous provisions

Section 1. Non-Representation. Nothing in this Agreement shall create a partnership, agency, joint venture, or employer-employee relationship between the parties. Each party remains an autonomous and independent entity. Except as herein provided, neither party has the authority to bind the other with respect to agreements with third parties.

Section 2. Faithful compliance. The Parties recognize and accept that it is impractical to provide herein for every contingency that may arise in the course of implementation of this Agreement, accordingly, the parties shall act in good faith and cooperate equitably in implementing this Agreement, especially in unforeseen situations not explicitly covered herein.

Section 3. Non-discrimination clause. The parties commit to equality and inclusivity in the performance of this Agreement, prohibiting discrimination on the basis of race, religion, political affiliation, sex, gender identity or expression, age, disability, or nationality.

Section 4. Non-assignment of Rights. This Agreement shall not be assigned in whole or in part by the other party without the prior written consent of the BASC, and such consent shall not relieve the other party from full responsibility and liability for the work contemplated herein and for the due performance of all terms and conditions of the Agreement.

Section 5. Severance and Separability. If any provision of this Agreement or part hereof is declared void, illegal or unenforceable, it shall be rendered void only up to such extent. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair other provisions that are otherwise valid, binding, and effective.

Section 6. Liability. To the extent that Parties are without fault or negligence, they shall not be held responsible for any third-party liability or claim, loss or damage, arising out of or in connection with the Project.

Section 7. Amendment and Termination. All amendments hereof shall not be valid and binding unless the same is in writing and duly signed by the parties hereto. This MOA may, at any time during its period of validity, be terminated by the parties, upon prior notice to the other party in writing, at least sixty (60) days before the termination date.

Section 8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

FELIPE MIGUEL V. BUENCAMINO
PESO Manager

HON. JOHN A. ALVAREZ
Municipality Mayor

DR. CECILIA S. SANTIAGO
Vice President, Academic Affairs

DR. JAMESON H. TAN, CESE
SUC President III

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, signed this agreement at the date and place indicated below their signatures.

BULACAN AGRICULTURAL STATE COLLEGE

**PUBLIC EMPLOYMENT SERVICE
OFFICE OF SAN MIGUEL BULACAN**

DR. JAMESON H. TAN
SUC President III
Date: _____

HON. JOHN A. ALVAREZ
Municipality Mayor
Date: _____

SIGNED IN THE PRESENCE OF:

MS. MICHELLE M. CORTEZ, MIT
Institute Dean

MR. RAMON CHITO S. SARMIENTO
Capstone Adviser

FELIPE MIGUEL V. BUENCAMINO
PESO Manager

**REPUBLIC OF THE PHILIPPINES)
PROVINCE OF BULACAN) S.S.**

FIRST ACKNOWLEDGEMENT

BEFORE ME, a Notary Public, for and in the Province of Bulacan personally appeared the following:

Name	Competent evidence of identity	Date/Place of Issue
JAMESON H. TAN	Philippine National ID	30 November 2021

Known to me to be the same person who executed the foregoing instrument, and acknowledged to me to that the same are their free and voluntary acts and deeds, including that of the entities that they represent, and that they have the proper authority to act in such representative capacity.

This instrument which consists of Eight (8) pages, including this page whereon this acknowledgement is written, and signed by the parties and their witnesses on each and every page thereof, refers to a Memorandum of Agreement.

WITNESS MY HAND AND NOTARIAL SEAL, on _____ and at the place first written above.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2025.

**REPUBLIC OF THE PHILIPPINES)
PROVINCE OF BULACAN) S.S.**

SECOND ACKNOWLEDGEMENT

BEFORE ME, a Notary Public, for and in the Province of Bulacan personally appeared the following:

Name	Competent evidence of identity	Date/Place of Issue
JOHN A. ALVAREZ		

Known to me to be the same person who executed the foregoing instrument, and acknowledged to me to that the same are their free and voluntary acts and deeds, including that of the entities that they represent, and that they have the proper authority to act in such representative capacity.

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