**CAPSTONE AGREEMENT**

*(for BS in Information Technology Students)*

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **HON. JOHN A. ALVAREZ**  Municipality Mayor |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **FELIPE MIGUEL V. BUENCAMINO**  Public Employment Service Office Manager |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **RAMON CHITO E. SARMIENTO**  Capstone Adviser |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **DR. JAMESON H. TAN, CESE**  SUC President III |

**KNOW ALL PERSONS BY THESE PRESENTS:**

This Agreement is made and entered into 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,through the **CAPSTONE PROJECT ADVISER**, **RAMON CHITO E. SARMIENTO**, hereinafter referred to as **“BASC CAPSTONE”**;

**IAN LEI C. CASTILLO, VINCENT M. BAYDAL, KATEROSE B. CHICO, JUSTIN LOUIE CRUZ, RYAN ANDREI PEREZ,** Filipinos, Single and of legal age, *bona fide* Fourth Year students of Capstone Project and Research II under Bachelor of Science in Information Technology in the Institute of Computer Studies of BASC, and the developers of the **“Job-Hiring Decision Support System for Public Employment Service Office of Bulacan”,** hereinafter referred to as **“CAPSTONE DEVELOPERS”;**

*-and-*

**THE MUNICIPAL GOVERNMENT OF SAN MIGUEL, BULACAN** through its **PUBLIC EMPLOYMENT SERVICE OFFICE**, a local government unit duly organized and existing under, and by virtue of, the laws of the Republic of the Philippines, with office address at Municipal Hall Compound, Brgy. Poblacion, San Miguel, Bulacan, represented herein by its Municipal Mayor, **HON. JOHN A. ALVAREZ**, hereinafter referred to as the **“CAPSTONE CLIENT”;**

*WITNESSETH;*

**WHEREAS,** Section 8.4 of the Commission on Higher Education (CHED) Memorandum Order (MO) No. 25, s. 2015 requires the accomplishment of a Capstone Project as terminal requirement that would demonstrate the students’ comprehensive knowledge of area of study, research method, and application of concepts to the identified problems in the chosen area of specialization; further, it provides that BS Information Technology students must complete a capstone project that will showcase their knowledge and skills on software or system development with emphasis on the IT Infrastructure or IT Management;

**WHEREAS,** the Public Employment Service Office (PESO) of San Miguel, Bulacan seeks to improve its services through digital solutions and intends to partner with BASC’s Capstone Program to develop a customized computer system;

**WHEREAS,** the PESO shall serve as the Capstone Client, and the assigned student developers (Capstone Developers) shall apply their technical knowledge to design and implement a system that meets the operational needs of the office;

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **HON. JOHN A. ALVAREZ**  Municipality Mayor |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **FELIPE MIGUEL V. BUENCAMINO**  Public Employment Service Office Manager |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **RAMON CHITO E. SARMIENTO**  Capstone Adviser |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **DR. JAMESON H. TAN, CESE**  SUC President III |

**WHEREAS,** this partnership provides students with hands-on experience while supporting the PESO’s digitalization goals and enhancing public service delivery;

**WHEREAS,** both parties recognize the value of collaboration in promoting innovation, education, and community development;

**NOW THEREFORE**, for and in consideration of the above premises, the parties hereby agree on the following terms and conditions:

**ARTICLE I. THE PURPOSE OF THE PROJECT**

**Section 1.** The parties agree to undertake a collaborative project that shall utilize their technical expertise, human resources, and equipment in order to:

1. Successfully complete and implement the Capstone Project of the **CAPSTONE DEVELOPERS**;
2. Provide appropriate IT solutions or infrastructures that are efficient, effective, and functional for the performance of official functions and duties of the **CAPSTONE CLIENT**; and
3. Facilitate the Limited-time use of Capstone Project developed by **CAPSTONE DEVELOPERS** to the **CAPSTONE CLIENT** .

**ARTICLE II. ROLES AND RESPONSIBILITIES OF THE PARTIES**

**Section 1.** The **BASC CAPSTONE** shall perform the following roles and responsibilities:

1. Through the Capstone Adviser, provide academic guidance and evaluation to **CAPSTONE DEVELOPERS.**
2. Assist the **CAPSTONE DEVELOPERS** in the conduct trainings, seminars, and other related activities to enhance the capabilities of the **CAPSTONE CLIENT** and the Project In-charge.
3. Monitor, assess, and document the implementation, progress, and results of the provided IT solution.
4. Perform other functions and services as may be necessary to the successful operation of Job-Hiring Decision Support System for Public Employment Service Office of Bulacan.

**Section 2.** The  **CAPSTONE CLIENT** shall perform the following roles and responsibilities:

1. Coordinate their technical needs to **BASC CAPSTONE and CAPSTONE DEVELOPERS** relative to the development and

implementation of Job-Hiring Decision Support System for Public Employment Service Office of Bulacan.

1. Provide access to relevant data and personnel necessary to the development and implementation of the Capstone Project.
2. Assess the functionality and aptness of the developed software or system in accordance with the needs of the office.
3. Receive and use the capstone project starting from the date of turn-over and acceptance until one (1) year thereafter.

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **HON. JOHN A. ALVAREZ**  Municipality Mayor |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **FELIPE MIGUEL V. BUENCAMINO**  Public Employment Service Office Manager |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **RAMON CHITO E. SARMIENTO**  Capstone Adviser |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **DR. JAMESON H. TAN, CESE**  SUC President III |

1. Assign a project in-charge who shall assist in the supervision, management, and monitoring of the operation of the project.
2. Lend the machines, equipment, or computer for the actual training of the users.
3. Assist BASC TECHNO-HUB in monitoring, evaluating, and documenting the project.

**Section 3.** The **CAPSTONE DEVELOPERS** shall perform the following roles and responsibilities:

1. Attend scheduled consultations with the **CAPSTONE CLIENT** and/or Capstone Adviser.
2. Develop an appropriate and functional computer system, program, or infrastructure for the **CAPSTONE CLIENT**.
3. Provide a user’s manual for the documentation, operation, technical management, maintenance, and basic troubleshooting by the **CAPSTONE CLIENT**.
4. Provide technical support as to the operation and maintenance of the document tracking system through calls, text messages, emails, or official online platforms or appear personally, whenever necessary; for a period of one (1) year starting from the date of turn-over.
5. Lead the conduct of trainings, seminars, and other related activities to enhance the capabilities of the **CAPSTONE CLIENT** and the Project In-charge.
6. Submit progress and final reports which details a comprehensive documentation of the project and submit to Capstone Adviser and **CAPSTONE CLIENT**.
7. Comply with ethical, professional, and academic standards set by CMO No. 25, s. 2015 and BASC policies.
8. Perform other functions and services as may be necessary to the successful operation of Job-Hiring Decision Support System for Public Employment Service Office of Bulacan.

**ARTICLE III. DATA PRIVACY AND CONFIDENTIALITY**

**Section 1.** The Parties mutually agree to maintain strict confidentiality with respect to any and all information disclosed or accessed during the course of the Capstone Project. Such information includes, but is not limited to, Personal Information, Sensitive Personal Information, Confidential, and Restricted Information as defined under applicable laws, including Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012.

The **CAPSTONE DEVELOPER AND CAPSTONE CLIENT** and all involved personnel shall not disclose, reproduce, use, or disseminate any confidential information without the prior written consent of the disclosing party, except:

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **HON. JOHN A. ALVAREZ**  Municipality Mayor |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **FELIPE MIGUEL V. BUENCAMINO**  Public Employment Service Office Manager |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **RAMON CHITO E. SARMIENTO**  Capstone Adviser |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **DR. JAMESON H. TAN, CESE**  SUC President III |

1. When disclosure is required by law, regulation, court order, or other competent authority;
2. When such information is already publicly available or has been made available through no fault or breach of this Agreement;
3. When such information is disclosed to authorized School personnel for academic or evaluative purposes;
4. When the information is independently developed without reference to the confidential information;
5. When disclosure is made to a legal counsel or adviser bound by confidentiality obligations.

**ARTICLE IV. INTELLECTUAL PROPERTY RIGHTS**

**Section 1.** The Capstone Project **“JOB-HIRING DECISION SUPPORT SYSTEM FOR PUBLIC EMPLOYMENT SERVICE OFFICE OF BULACAN”** shall be owned by the Capstone Developers. As such, no part of the project shall be published without the categorical and written consent of the Capstone Developers.

**Section 2.** Any intellectual property owned by the PARTIES prior to this Agreement shall continue to be owned by them. The **CAPSTONE CLIENT** cannot use any confidential information or data from the other to create intellectual property without the express written approval of **BASC CAPSTONE and CAPSTONE DEVELOPER**; provided that, any intellectual property independently created by the other party during the implementation of this Agreement shall be exclusively owned by the creator. 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.

**Section 3.** Parties hereby agree and understand that intellectual property rights, ownership and enjoyment thereof arising from this agreement shall be governed

by the applicable provisions of RA No. 10055,[[1]](#footnote-0) RA No. 8439,[[2]](#footnote-1) and RA No. 8293,[[3]](#footnote-2) including their respective Implementing Rules and Regulations, as well as existing and future policies on Intellectual Property Rights.

**Section 4.** The **CAPSTONE CLIENT** shall be given a “**USER ACCESS CONTROL RIGHTS”**. This will allow the client to have the privilege to use, manage and control the information gathered through the Capstone Project.

**ARTICLE V. 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.

**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,

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **HON. JOHN A. ALVAREZ**  Municipality Mayor |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **FELIPE MIGUEL V. BUENCAMINO**  Public Employment Service Office Manager |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **RAMON CHITO E. SARMIENTO**  Capstone Adviser |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **DR. JAMESON H. TAN, CESE**  SUC President III |

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 VI. ARBITRATION**

**Section 1.** All disputes, controversies, or claims arising out or relating to this contract shall be settled through negotiation and/or mediation outlined in Presidential Decree No. 242. If the dispute has not been resolved by negotiation or mediation within sixty (60) days from the commencement of the negotiation or mediation, it shall be submitted to the exclusive jurisdiction of the judicial courts within the Province of Bulacan.

**ARTICLE VII. 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.** Unless otherwise agreed upon in writing by the Parties, any and all rights, privileges, or obligations conferred under this Agreement, particularly those relating to the use, maintenance, access to, or reliance upon the final output or deliverables of the Capstone Project, shall automatically cease and be deemed terminated one (1) year from the date of formal turnover of the completed Capstone Project to the Client or any designated recipient.

For the avoidance of doubt, this provision shall not affect the continuing enforceability of any clauses that are expressly intended to survive termination or expiration, including but not limited to Articles III and IV, subject to the duration stated therein.

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

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| **BASC CAPSTONE** | **CAPSTONE DEVELOPERS** |
| **RAMON CHITO E. SARMIENTO**  *Capstone Adviser* | **CASTILLO, IAN LEI C.**  *Capstone Developer*  **BAYDAL, VINCENT M.**  *Capstone Developer* |

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|  | **CHICO, KATE ROSE B.**  *Capstone Developer*  **CRUZ, JUSTIN LOUIE S.**  *Capstone Developer* | |
|  | | **PEREZ, RYAN ANDREI**  *Capstone Developer* |

**CAPSTONE CLIENT**

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| **HON. JOHN A. ALVAREZ**  *Municipal Mayor* | **FELIPE MIGUEL V. BUENCAMINO**  *Public Employment Service Office Manager* |

***SIGNED IN THE PRESENCE OF:***

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| **MS. MICHELLE M. CORTEZ, MIT**  *Dean, Institute of Computer Studies* | **DON P. QUIONEZ**  *Labor and Employment Assistant* |

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **HON. JOHN A. ALVAREZ**  Municipal Mayor |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **FELIPE MIGUEL V. BUENCAMINO**  Public Employment Service Office Manager |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **RAMON CHITO E. SARMIENTO**  Capstone Adviser |

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES )**

**PROVINCE OF BULACAN ) *S.S.***

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

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| **Name** | **Competent evidence of identity** | **Date/Place of Issue** |
| RAMON CHITO E. SARMIENTO | Write what kind of ID you have (like a school ID, driver's license, or passport). Then, write the ID number from that card. | Write the date when you got the ID. Then, write the place or office where you got it |
| CASTILLO, IAN LEI C.  BAYDAL, VINCENT M.  CHICO, KATE ROSE B.  CRUZ, JUSTIN LOUIE S.  PEREZ, RYAN ANDREI | Write what kind of ID you have (like a school ID, driver's license, or passport). Then, write the ID number from that card. | Write the date when you got the ID. Then, write the place or office where you got it |
| HON. JOHN A. ALVAREZ  FELIPE MIGUEL V. BUENCAMINO | Write what kind of ID you have (like a school ID, driver's license, or passport). Then, write the ID number from that card. | Write the date when you got the ID. Then, write the place or office where you got it |

All known to me to be the same persons who executed the foregoing instrument, and they 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 **seven (7)** 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Province of Bulacan.

Doc. No. \_\_\_\_;

Page No. \_\_\_\_;

Book No. \_\_\_\_;

Series of 2025.

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. [↑](#footnote-ref-0)
2. An Act Providing a Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government. [↑](#footnote-ref-1)
3. An Act Prescribing the Intellectual Property Code and Establishing the Intellectual Property Office, Providing for Its Powers and Functions, and for Other Purposes. [↑](#footnote-ref-2)