

## MEMORANDUM OF UNDERSTANDING

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding, entered into this **9<sup>th</sup> day of February 2017** at Asia Pacific College, Makati City:

**BETWEEN** **ASIA PACIFIC TECHNOLOGY EDUCATIONAL FOUNDATION, INC.**, a private educational institution duly organized and existing under and by virtues of the laws of the Republic of the Philippines, with principal office at No. 3 Humabon Place, Magallanes, Makati City, Philippines, ("**APC**");

**AND** **Microsoft Philippines, Inc.**, a corporation organized and existing under the laws of the Republic of the Philippines and a wholly-owned subsidiary of Microsoft Corporation, having its principal office at 16<sup>th</sup> floor 6750 Ayala Office Tower, 6750 Ayala Avenue, Makati City, Philippines ("**Microsoft**")

(APC and Microsoft together, the "**Parties**" and each, a "**Party**").

### BACKGROUND:

The Parties recognise the capabilities and resources that each Party brings, and agree to expand their current engagement, **curriculum enhancement and instruction enrichment** to Pasay City South High School (PCSHS) through the implementation of STEM curriculum ("**APC-PCSHS Partnership Program**").

### CONTRIBUTIONS OF EACH PARTY:

#### APC shall:

1. Implement the STEM curriculum integrated with Microsoft Office tools and applications;
2. Provide teacher training on the use of Microsoft Technologies in the classroom; and
3. Conduct action research.

#### Microsoft shall:

1. Extend the use of Microsoft tools and applications in the curriculum;
2. Assist in enabling faculty through MS training on the use of tools in teaching; and
3. Integration of MS tools and applications in the curriculum.

### TERMS AND CONDITIONS:

#### 1. Term and Termination

This MOU will commence on the latter date provided in the signature blocks below (the "**Effective Date**") and will expire on April 30<sup>th</sup>, 2019. Either Party may terminate this MOU at any time on 30 days' prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party. On termination of this MOU, each Party agrees to return all properties (e.g. content, technology, software, documentation etc) owned or provided by the other Party.

**2. Right to Use Name/Public Announcements**

Neither Party may use the name of the other Party as a reference in negotiations with third parties or in press releases or other public notifications except with the prior written consent of the other party or to the extent required by applicable law.

**3. Non-Exclusivity**

This MOU is non-exclusive and the Parties shall be free to enter into agreements with other parties covering cooperation on technologies and products within the scope of this MOU.

**4. Confidentiality**

The Parties shall keep confidential the terms and conditions of this MOU, and other information disclosed during the course of the Parties' cooperation under this MOU.

**5. Limitation of liability**

To the full extent permitted by law:

- a. Microsoft is not liable for loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by Microsoft's negligence or breach of this MOU; and
- b. Microsoft's total liability for any other damage is limited to the amount actually paid to Company by Microsoft in respect of the Project.

**6. Governing Law**

The validity and interpretation of this MOU shall be governed by the laws of the Philippines.



IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and place first above-mentioned.

ASIA PACIFIC TECHNOLOGY  
EDUCATIONAL FOUNDATION, INC.

MICROSOFT PHILIPPINES, INC.


By:

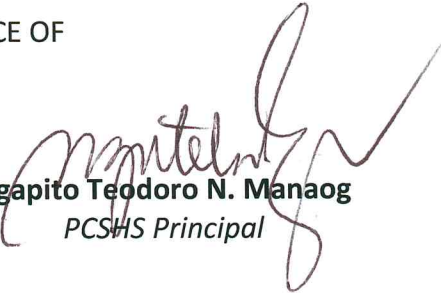
  
**PAULINO Y. TAN**  
Chairman

By:

  
**KATHRINA C. ILAGAN**  
Country Manager

SIGNED IN THE PRESENCE OF

  
**Irene S. Tonel**  
Chief Education Program Supervisor  
DepEd Pasay City Division

  
**Agapito Teodoro N. Manaog**  
PCSHS Principal

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

MAKATI CITY ) S.S

BEFORE ME, a Notary Public in MAKATI CITY, Philippines, this FEB 10 2017 day of \_\_\_\_\_, 2017, personally appeared the following:

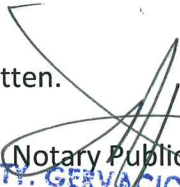
Name	Government-Issued ID Number	Date Issued
PAULINO Y. TAN	Philippine Passport No. EB1787326	25 January 2011
KARRIE ILAGAN	Philippine Passport No. EB6603694	19 Oct 2012

Known to me and to me known to be the same persons who executed the foregoing instrument who acknowledged to me that the same is their own free and voluntary act and deed and that of the corporations represented.

This Memorandum of Understanding, consisting of **three (3)** pages, including the page where this Acknowledgement is written, has been duly signed by the parties and their witnesses, as well as on each and every page thereof.

WITNESS MY HAND on the date and in the place herein above written.

Doc. No. 154  
Page No. 32  
Book No. 1X  
Series of 2017

  
Notary Public  
**ATTY. GERVASIO B. ORTIZ JR.**  
Notary Public City of Makati  
Until December 31, 2018  
IBP No. 458155-Lifetime Member  
MCLE Compliance No. V-0006934  
Appointment No. MA-104 (2017-2018)  
PTR No. 5909514 Jan. 3, 2017  
Makati City Roll No. 40091  
101 Urban Ave. Campos Rueda Bldg.  
Brgy. Pio Del Pilar, Makati City