

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is entered into by and between:


**BATANGAS STATE UNIVERSITY TNEU College of Informatics and Computing Sciences Alangilan - (BatStateU CICS Alangilan)**, a college in the Alangilan Campus, with office address at Golden Country Homes, Barangay Alangilan, Batangas City, herein represented by its College Dean, **Dr. PRINCESS MARIE B. MELO**, hereinafter referred to as the **"FIRST PARTY"**;

and


**SHALOM DYNAMIC HEALTH CARE CO.** with office address at, Maptan Bldg., National Road, Pallocan Kanluran Batangas City, herein represented by its General Manager Nilo P. Atienza, hereinafter referred to as the **"SECOND PARTY"**.

BatStateU – Alangilan and Shalom Dynamic Health Care Co. shall be individually referred to as **"Party"** and collectively, as **"Parties"**

### WITNESSETH:

 **WHEREAS**, the **FIRST PARTY** has developed the Doctor Appointment Management System for Shalom Laboratories essential to **SECOND PARTY**, the details of which are set forth in Annex "A";

**WHEREAS**, the **SECOND PARTY** is the selected beneficiary of the said Design and System;


 **WHEREAS**, the **FIRST PARTY** has agreed to grant to the **SECOND PARTY** its rights and interests to utilize and improve the above-stated Design and System.

**NOW, THEREFORE**, for and in consideration of the above premises, the Parties hereby agree as follows:

#### I. DURATION AND EFFECTIVITY

This MOA shall take effect immediately upon the signing hereof and shall be effective for three (3) years. The duration of this MOA shall be without prejudice to the conduct of the Impact Assessment.

#### II. ASSIGNMENT OF RIGHTS


 The **FIRST PARTY** hereby assigns and transfers to the **SECOND PARTY** all rights possessed by the **FIRST PARTY** with respect to the utilization and improvement of the Design and System.

#### III. DUTIES AND RESPONSIBILITIES OF THE FIRST PARTY




1. The **FIRST PARTY** shall allow the transfer of the Design and System to the **SECOND PARTY** for its utilization and improvement, subject to the intellectual property rights of the **FIRST PARTY**.
2. The **FIRST PARTY** shall conduct orientation to the **SECOND PARTY** on the utilization and operation of the Design and System.
3. The **FIRST PARTY** shall create a monitoring team headed by the Project Leader/s and/or Faculty Extensionist who shall:
  - a. coordinate with the **SECOND PARTY** regarding the utilization and improvement of the Design and System; and
  - b. evaluate the quarterly report submitted by the **SECOND PARTY** and determine whether the proposed improvement is feasible.

#### IV. DUTIES AND RESPONSIBILITIES OF THE SECOND PARTY

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1. The **SECOND PARTY** shall only use the (Design and System) for a minimum period of three (3) years.
  2. The **SECOND PARTY** shall assign a focal person who will coordinate with the **FIRST PARTY** and submit a quarterly report regarding the utilization and improvement of the (Design and System) to the **FIRST PARTY**.
  3. The **SECOND PARTY** shall not reproduce the (Design and System) for commercialization without the written consent of the **FIRST PARTY**.
  4. The **SECOND PARTY** shall allow the **FIRST PARTY** to have access to the (Design and System), while being utilized.

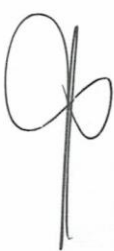
#### V. IMPACT ASSESSMENT





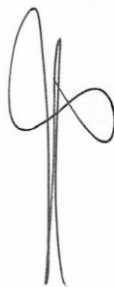
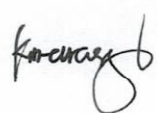
It shall be the duty of both Parties to conduct an assessment to determine the impact and sustainability of the transferred technology, equipment, and/or machinery after three (3) years of utilization. For this purpose, both Parties shall each assign qualified personnel to constitute a committee to conduct this assessment. A report on the impact assessment with proper recommendations shall be submitted to the management of both Parties.

The **SECOND PARTY** shall provide necessary data, information, findings, and other relevant particulars to aid the **FIRST PARTY** in the drafting of the Impact Assessment.

#### VI. GENERAL PROVISIONS

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1. Should the **FIRST PARTY** decide to donate the Design and System to the **SECOND PARTY**, the Parties shall execute a separate Deed of Donation subject to the existing laws, rules, policies, and regulations.
  2. Both Parties hereby acknowledge that the Design and System relative to this MOA is owned by the **FIRST PARTY**, which shall retain all ownership, rights, and interest in the said Design. The **SECOND PARTY** shall not and does not claim any ownership, right, or interest whatsoever in the said Design and System.



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3. Both Parties acknowledge that confidential information may be acquired during the existence of this MOA. Thus, neither Party shall, without the written consent of the other, disclose any nor all parts of the confidential information acquired by the Parties to any person, including any third party or employee of the Parties, unless such persons are required to have knowledge to such confidential information for the Parties to achieve their mutual purposes in accordance with the Data Privacy Act of 2012.
4. The Parties shall hold each other free from and against any and all suits, claims, and liabilities for any injury, death, loss, damage, or destruction that may arise from or occasioned by the exercise of their rights and obligations under this MOA. If, however, the damage or liability is attributable to the gross negligence or willful misconduct of a Party or any of its officers, representatives, or employees, the said damage shall be charged to the account of the Party at fault after the proper determination. This obligation will survive the termination of this MOA.
5. In the event of any dispute or difference of any kind arising out of or relating to this MOA, both Parties shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In case both efforts fail, the dispute or difference shall be submitted to alternative dispute resolution, including arbitration in accordance with the rules provided in Republic Act No. 9285 or the Alternative Dispute Resolution Law.
6. This MOA shall be binding to both Parties and their respective legal successors and assigns, and all rights and obligations of each Party as herein provided shall not be assigned to any third party without prior written consent of the other Party.
7. In case one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality shall not affect any other provisions of this agreement. In such event, the Parties shall consult each other as to the manner by which their original intention can be fulfilled as closely as possible and they will amend this agreement accordingly.
8. Venue of any legal action arising from this MOA may be brought to the proper courts of Batangas City to the exclusion of all other Courts.
9. Any and all revisions, modifications and/or amendments to the terms and conditions of this MOA must be in writing and must be approved by all Parties.
10. The signatories to this MOA warrant that they are authorized to represent their respective entities to enter into, execute, and sign this MOA.
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IN WITNESS WHEREOF, the Parties have hereunto set their hands this FEB 25 2025 day of BATANGAS CITY at BATANGAS CITY.

BATANGAS STATE UNIVERSITY – CICS

SHALOM DYNAMIC HEALTH CARE CO.

  
Dr. PRINCESS MARIE B. MELO

College Dean

  
Mr. NILO P. ATIENZA

General Manager

SIGNED IN THE PRESENCE OF:

  
Ms. KIMBERLY I. MARASIGAN

Extension Coordinator

  
Mr. ROBERT CANONIGO

IT Support



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

BEFORE ME, the following personally appeared and exhibited to me their competent proofs of identity:

Name	Competent Proof of Identity	ID Number
Dr. Princess Marie B. Melo	Driver License	D01-13004021
Nilo P. Atienza	Driver License	D01-95098101

Known to me to be the same persons who executed this Memorandum of Agreement (MOA) consisting of four (4) pages including the page on which this acknowledgment is written and they acknowledged to me that the same are their free and voluntary acts and of the entities they represent.

WITNESS MY HAND AND SEAL on FEB 25 2025 at BATANGAS CITY

Doc. No. 132;  
Page No. 68;  
Book No. 296; Series  
of 2024

ATTY. CIPRIANO ASILO  
Notary Public  
Until December 31, 2026  
PTR # 5009647/Jan. 2, 2025/Bats City  
ISP Lifetime No. 03591/Atty's Roll No. 37927  
Not Commission No. 2024-286-R/ TIN-154-157 021  
MCLE Exempt No. VII-Acad003685 valid until April 14 2025

Subscribed