**TERMS OF REFERENCE**

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| **Project Description** |  |
| **Contract Price** |  |
| **Project Term** | Unless pre-terminated or extended by mutual consent of the parties, the project shall be completed on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| **Technical Working Group** | The parties shall form a Technical Working Group composed of at least four (4) persons, each party being represented by two members, who shall identify the specific features, functionalities, applications, bill of materials, and any other deliverables of RAMESES and CLFC; set benchmarks and schedule of testing and deployment; review, recommend, endorse, and/or sign-off on changes to previously approved plans; and generally drive and manage the project. No additions or revisions to existing plans shall be implemented unless approved by the Technical Working Group. Each party must appoint a technical point-person, who shall be automatic members of the Technical Working Group. |
| **Deliverables** | RAMESES shall design and deliver four main modules, to wit:   * Data entry and migration (manual records to electronic database) * Collection System   + Mobile recording and monitoring   + App to account for amnesty and compromise agreements * Loan Application   + New   + Renewal * \_\_\_\_\_\_\_\_\_\_\_\_\_\_   *NOTE: Please enumerate the modules and its major sub-parts.* |
| **Hardware Requirements** | Two servers (master/slave) with minimum 2GB RAM, 500GB hard-disk for storage, Linux OS system, and MySQL database. All hardware requirements shall be for the account of CLFC. |
| **Implementation** | Except where a specific deliverable requires a different deployment protocol, no module or any part thereof shall be deployed unless the following steps are observed:   * Deployment and stress testing at pilot site (preferably a period of one week) * Monitoring (one week) * User acceptance and sign-off by CLFC (within 5 days from receipt of monitoring report) * Deployment and installation in all branches (1-2 weeks) * Hardware/software maintenance (subject to agreed warranty period) |
| **Warranty Period** | *To be determined by the parties.* |
| **Revisions** | Any revision(s) to approved plans, designs, features, or schedule of testing and/or deployment must have prior approval of the Technical Working Group. |
| **Confidentiality** | Except as otherwise expressly agreed upon by the parties, RAMESES shall hold in confidence and not disclose (including without limitation distribute, transmit or transfer) or use for any purpose, any "Confidential" and "Proprietary" or any portion thereof marked as such by CLFC. For its part, CLFC shall not reverse engineer, disassemble or decompile any of the program, library, application, software or other tangible objects as may be provided by RAMESES to CLFC pursuant to this engagement. |
| **No Employer-Employee Relationship** | RAMESES, its employees, contracted workers, or any other person it might hire to complete this engagement are not the employees of the CLFC and therefore not entitled to any benefits that CLFC is or might be required to extend under the Labor Code of the Philippines or any other legislation to regular employees. |
| **Dispute Resolution** | All disputes arising out of or relating to this engagement shall be finally settled by arbitration conducted in Cebu City, Philippines, in accordance with the Philippine Arbitration Law (Republic Act No. 876), by a Board of Arbitrators composed of three members. Each party shall nominate one member and the third member shall be selected by the two members nominated by the Parties. The Parties shall bear equally the cost of the arbitration (exclusive of legal fees and expenses, all of which each party shall bear separately). The decision of the Board of Arbitrators shall be final and binding on both Parties and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, in the event of breach by a party of its obligations, the non-breaching party may seek injunctive relief in any court of competent jurisdiction located in Cebu City, Philippines, and the Parties hereby consent to the jurisdiction and venue of such court. The prevailing party in any action to enforce any of the terms of this engagement shall be entitled to recover reasonable attorney’s fees, which in no case shall be less than ten percent (10%) of the amount involved, on top of costs and expenses of litigation and damages, whether actual or consequential, to which the prevailing party may be entitled under law. |