**MEMORANDUM OF UNDERSTANDING**

**ON**

**“INSTALLATION OF STARLINK AT WESMAARRDEC AND SELECTED CONSORTIUM MEMBER INSTITUTIONS”**

**KNOW ALL MEN BY THESE PRESENTS:**

This **MEMORANDUM OF UNDERSTANDING** made and entered into by and between:

The **WESTERN MINDANAO STATE UNIVERSITY** a higher educational institution organized and established by virtue of the laws of the Republic of the Philippines, herein referred to as **WMSU** with principal office at Normal Road, San Jose, Zamboanga City and represented by its President, **DR. MA. CARLA A. OCHOTORENA;**

-and-

The **AETHERIO** **IT SOLUTIONS**, an IT company that provides IT services such as Web Design and Development, Customized Business System Development, Network, Wifi and Starlink Installation and Optimization, CCTV and Alarm System Solutions, and a myriad of other IT solutions with office at Veterans Drive, Lamitan, Basilan City represented by its Chief Executive Officer, **RONALD DALE FUENTEBELLA**;

-WITNESSETH-

WHEREAS, the WMSU as a government higher learning institution is mandated to conduct research and development.

WHEREAS, AETHERIO IT SOLUTIONS has expertise in providing IT services, including Starlink installation and optimization;

WHEREAS, WMSU as the host agency of the Western Mindanao Agriculture, Aquatic and Natural Resources Research and Development Consortium (WESMAARRDEC) and the implementing agency of the DOST-PCAARRD-funded project entitled “Improvement of the ICT infrastructure of Western Mindanao Agriculture, Aquatic and Natural Resources Research and Development Consortium and Selected Consortium Member Institutions” ;

WHEREAS, the implementation site of the project includes the following:

1. WESMAARRDEC Office and Conference Room

WMSU Main Campus, Research Center

1. Department of Agriculture - Regional Field Office IX (DA-RFOIX)

Lenienza, Pagadian City, 7016

1. Office of the City Agriculturist, Zamboanga City

W3MH+2CF, Veterans Ave Ext., Zamboanga, Zamboanga del Sur

1. Philippine Rubber Research Institute (PRRI)

DA-Research Complex, Sanito Ipil, Zamboanga Sibugay

1. J.H. Ceriles State College (JHCSC)

JR Ceriles, Dumingag Campus

1. Jose Rizal Memorial State University - Main Campus (JRMSU-Main Campus)

Gov. Guading Adasa St., Sta. Cruz, Dapitan City, Zambo del Norte

1. Mindanao State University - Tawi-Tawi, College of Technology and Oceanography (MSU-TCTO)

Sanga-Sanga, Bongao, Tawi-Tawi, 7500

1. Western Mindanao State University (WMSU)

WMSU-Campus C, College of Agriculture, NICER Center

WHEREAS, the objective of the project is to improve the ICT infrastructure of the consortium and its member institutions by providing a reliable internet connection for one year upon installation.

WHEREAS, AETHERIO IT SOLUTIONS is capable of providing Starlink hardware and installation services to fulfill the connectivity needs of WMSU;

WHEREAS, WMSU and AETHERIO IT SOLUTIONS would like to enter into a partnership in the form of a Memorandum of Understanding (MOU) for the “Improvement of the ICT infrastructure of Western Mindanao Agriculture, Aquatic and Natural Resources Research and Development Consortium and Selected Consortium Member Institutions”;

WHEREAS, both WMSU and AETHERIO IT SOLUTIONS agreed to enter into an MOU for the establishment of robust and reliable internet connectivity for WESMAARRDEC and the selected Consortium member institutions for a period of 1 year beginning from November 03, 2023 to November 02, 2024, upon the terms and conditions hereof;

NOW THEREFORE, for and in consideration of the foregoing premises and subject to the terms and conditions hereinafter set, the parties have agreed as follows:

1. **SCOPE OF AGREEMENT**

The WMSU engages AETHERIO IT SOLUTIONS to provide Starlink hardware and installation services for the eight (8) implementation sites of the project. The scope of work includes the supply, installation, and optimization of Starlink equipment to ensure reliable internet connectivity.

**A. OBLIGATIONS OF THE WMSU**

The WMSU shall:

1. provide AETHERIO IT SOLUTIONS with access to the designated consortium office for the installation process.
2. designate a representative to liaise with AETHERIO IT SOLUTIONS throughout the project and provide necessary information and approvals.
3. be responsible for the payment of all agreed-upon fees and expenses on all the implementation sites for a period of one(1) year upon installation. Provide technical assistance and other support services needed in the operation of the project;
4. provide for the transportation and accommodation of the two (2) AETHERIO IT SOLUTIONS personnel during the installation of the Starlink system on the eight(8) implementation sites.

**B. OBLIGATIONS OF THE SRPPF**

The AETHERIO IT SOLUTIONS shall:

1. provide all necessary Starlink hardware, equipment, and materials required for the installation.
2. deploy qualified personnel to perform the installation and optimization of the Starlink system.
3. ensure that the installed Starlink system meets the technical specifications and performance standards necessary for reliable internet connectivity.
4. provide a one-month warranty on the equipment upon installation, covering defects under normal use.
5. provide 12 months of free support post-installation, extendable at a competitive rate

**C. PAYMENT TERMS**

In consideration for the services provided by AETHERIO IT SOLUTIONS, WMSU agrees to pay the total hardware cost of FORTY-FIVE THOUSAND PESOS (Php 45, 000.00) and the monthly subscription of TWO THOUSAND SEVEN HUNDRED (Php 2, 700.00) for all the eight(8) implementation sites for a period of one year upon installation.

**D. CONFIDENTIALITY**

1. Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the course of this project.
2. This confidentiality obligation shall survive the termination of this Memorandum of Understanding. manner:

**E. TERM AND TERMINATION**

1. This Memorandum of Understanding shall commence on the March 15, 2024 and continue until the completion of the project, unless earlier terminated by mutual agreement of the parties.
2. Either party may terminate this agreement in the event of a material breach by the other party, provided written notice is given, and the breaching party fails to cure such breach within 30 days.

IN WITNESS WHEREOF, the parties hereby set their signatures this \_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024, at Zamboanga City, Philippines.

WMSU PARTY SRPPF PARTY

**DR. MA. CARLA A. OCHOTORENA RONALD DALE FUENTEBELLA**

President – WMSU CEO, AETHERIO IT SOLUTIONS

SIGNED IN THE PRESENCE OF:

**DR. LEONILO B. ABELLA LUCY FELIX-SADIWA**

Director, WESMAARRDEC Project Leader

Republic of the Philippines)

City of Zamboanga………..)Sc.

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**ACKNOWLEDGEMENT**

BEFORE ME, A Notary Public for and in the City of Zamboanga, on this \_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024 personally appeared the following:

Name Comm. Tax Cert. Date/Place of Issue

MA. CARLA A. OCHOTORENA \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RONALD DALE FUENTEBELLA \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Known to me and to me known to be the same persons who executed the foregoing MOU consisting of four (4) pages including this page and they acknowledged to me that the same is their own free and voluntary act and deed as well as that of the agencies herein represented.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, month, year and place first above mentioned.

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

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