

**MEMORANDUM OF AGREEMENT BETWEEN
THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)
AND
BURI TECHNOLOGIES, INC.
(FOR THE IMPROVEMENT OF
DFA'S ONLINE GENDER SENSITIVITY TRAINING COURSE AND THE
DEVELOPMENT OF AN ONLINE COURSE ON SEXUAL HARASSMENT)**

THE PUBLIC IS INFORMED:

This Agreement is made and entered into this ___ day of 25 MAY 2022, 2022 in the City of Pasay by and between:

THE DEPARTMENT OF FOREIGN AFFAIRS (DFA, the Department), a national government agency, with office address at 2330 Roxas Blvd., Pasay City, represented herein by **MS. SARAH LOU Y. ARRIOLA**, Head of Procuring Entity and Undersecretary, hereinafter referred to as the **FIRST PARTY**;

And

BURI TECHNOLOGIES, INC., a private corporation with office address at 109 Scout Fernandez corner Scout Torillo St., Sacred Heart, Quezon City, represented herein by **MR. AGNO VIRGILIO S. ALMARIO**, Chief Executive Officer, which authority is as evidenced by a Secretary's Certificate (ANNEX "A"), hereinafter referred to as the **SECOND PARTY**;

Collectively referred to herein as the Parties.

- WITNESSETH -

WHEREAS, the **First Party**, in continuation of its GAD capacity-building initiatives, is in need of a provider for the (a) improvement and updating of its online Gender-Sensitivity Training (GST) course and (b) development of an online Course on Sexual Harassment;

WHEREAS, the **Second Party**, current consultant of the Department for its Learning Management System (LMS), warrants that it is duly authorized to engage in the business of providing consulting services, and that it has the capacity to render the same in connection with the requirements of the First Party herein;

WHEREAS, the **First Party** is procuring the services of the **Second Party** pursuant to Section 53.6 of the Implementing Rules and Regulations of Republic Act No. 9184 and subject to government audit and accounting rules and regulations; and,

WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the First Party as provided in the approved BAC Resolution No. NTC 89-22 dated 25 May 2022 (ANNEX "B") and made an integral part thereof, the **First Party** awarded the contract for the Consulting Services of the **Second Party**. Further, a copy of the Notice of Award is attached herewith (ANNEX "C") and made integral part thereof;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties agree, as follows:

ARTICLE I Purpose of the Agreement

This Agreement is entered into by and between the Parties to provide the basis for their joint and cooperative undertakings for the following:

- (a) Review and updating of the Department's online GST Course;
- (b) Development of an online Course on Sexual Harassment.

The following are annexed to and made an integral part of this Agreement and references to these documents shall be deemed to refer to the ones duly annexed:

- 1. Latest valid PhilGEPS Registration Certificate of the *Second Party* (Annex "D");
- 2. Latest valid business / mayor's permit of the *Second Party* (Annex "E");
- 3. Latest valid income/business tax return of the *Second Party* (Annex "F");
- 4. Certificate of Availability of Funds (CAF) dated 22 February 2022 (Annex "G")
- 5. Terms of Reference (Annex "H")
- 6. Buri Technologies proposal (Annex "I")

ARTICLE II Roles and Responsibilities

The **First Party** shall perform the following tasks:

- 1. Provide administrative and logistical support for the review and update of the online GST course and the development of an online Course on Sexual Harassment;
- 2. Monitor and coordinate the improvement and development of the online GAD courses and its uploading on the LMS platform; and
- 3. Validate the training course content of the GST and the online Course on Sexual Harassment.

The **Second Party** shall deliver as follows:

- 1. Online Gender-Sensitivity Training Course
 - a) Review the course evaluation form of learners of the GST course;
 - b) Present an updated course outline and content based on the learners' feedback;
 - c) Coordinate with a gender and development expert approved by the DFA on the updating of the GST modules and course instructional materials;
 - d) Present and submit the final output of the complete course content and structure to DFA;
 - e) Provide the LMS maintenance and online technical support for the online GST course.

2. Online Course on Sexual Harassment - Course Conversion

- a) Create the scripts and content necessary for the course, based on the materials provided by the DFA;
- b) Coordinate with the DFA's authorized representatives for the development of modules; and course content and materials, including online evaluation tools and e-Learning functions;
- c) Edit and/or revise the course content and materials in accordance with the feedback provided by the DFA;
- d) Upload the online course in the LMS;
- e) Submit the final online course as uploaded in the Department's LMS within thirty (30) days from its latest consultation with the DFA or as agreed upon between them, taking into consideration the collective feedback and overall comments for suggestions and enhancement from the Department;
- f) Provide the LMS maintenance and online technical support for the online Course on Sexual Harassment.

ARTICLE III
Fees and Payment Schedule

For and in consideration of the services rendered by **Second Party**, to the satisfaction of the **First Party**, the latter shall pay **Php 978,000.00** (Services Fee) to the **Second Party**, which shall cover the following expenses:

1. Fees for project development such as meetings, conceptualization, brainstorming sessions, write-up, revision and finalization of the proposal and project design;
2. Professional fees and transportation costs of the service provider and the project management team members; *and*
3. Taxes due and payable by the **Second Party** in connection with this project.

The Services Fee shall be payable as follows:

Deliverables	Percentage of the service fee in relation to the work completed (%)	Amount to be released
Submission of GST Revisions and SH course learning outline	40%	Php 391,200.00
Submission of Revised GST course and uploading in the LMS	30%	Php 293,400.00
Submission of SH Course and uploading in the LMS	30%	Php 293,400.00
Total	100% of the Services Fee	Php 978,000.00

It is understood that payment is conditioned on satisfactory completion of the deliverables in accordance with this Agreement and the Terms of Reference.

The foregoing amount shall be inclusive of all applicable taxes and other charges. This amount does not cover the cost of the food and venue for meetings, and/or focus group discussions which shall be borne by the **First Party**.

The Parties agree that the payment to the **Second Party** is subject to the provisions of the Agreement and the usual government accounting and auditing rules and regulations, and subject to the submission of the necessary documents required by the **First Party**.

The Services Fee shall be payable on or before December 29, 2022 in accordance with applicable regulations for Government payment of obligations.

ARTICLE IV Mode of Payment

All payments shall be made through the List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA) payable to the **Second Party** through the following bank details:

Account Name: BURI TECHNOLOGIES, INC.
SA Number: 0004 0002 4640
Bank/Branch: UNIONBANK OF THE PHILIPPINES (TIMOG AVENUE BRANCH)

Payment shall be made in accordance with the payment schedule under Article III, subject to receipt by the **First Party** of the invoice by the **Second Party**.

The **Second Party** shall issue an official receipt for every payment made by the **First Party**.

ARTICLE V Termination/Pre-termination

The commission of a material breach of obligations under this Agreement, such as but not limited to the failure of any party to submit its deliverables or perform its duties under this Agreement, or when it delays, for no justifiable reason, the performance thereof and fails to cure that breach within twenty (20) days after receiving written notice of the breach, entitles the non-erring party to terminate this Agreement immediately upon written notice to the other party, and stating definitively the justifiable grounds therefore.

ARTICLE VI Confidentiality

1. **Work Product.** The work product of the **Second Party** shall mean any and all tangible or intangible products, data, reports, information recorded by whatever means, documents, written materials, and any and all other work products, or any

portion thereof, including drafts prepared, generated, or provided by the **Second Party** in connection with the **Second Party's** performance of its obligations under this Agreement. The **Second Party** hereby assigns to the **First Party** all rights, title, and interest in any and all work products made during the course of this Agreement, including any and all copyright ownership rights in such Work Product; and waives any and all rights and interest in connection therewith, to the extent permitted by law.

2. The **Second Party** shall develop, implement, and review procedures for the collection of personal data, obtaining consent, limiting processing thereof to defined purposes, access management, providing recourse to data subjects, and appropriate data retention policies, in compliance with the Data Privacy Act of 2012. The access of **Second Party** to personal data shall be limited to names, email addresses, current office assignments, and responses of participants to forums, evaluations and other data-gathering tools. The **First Party** shall inform its LMS users that any data gathered through the LMS and its courses will not be disclosed nor will it be used for other purposes, other than as necessary in the completion of its courses. The **Second Party** shall have a security program to ensure technical security safeguards and compliance with the Data Privacy Act of 2012.
3. **Non-Public Information.** For purposes of this Agreement, all information that the **First Party**, its officers, assigns, or persons related therewith, provides to the **Second Party**; all information pertaining to the services performed by the **Second Party**; and all information regarding the **First Party**, its officers, employees and participants, including, without limitation, the identity of persons, shall be deemed and treated as strictly confidential, non-public information unless and until the **First Party** specifically authorizes the **Second Party** expressly in writing that any such information may be treated as public, and said information shall only be disclosed with the **First Party's** prior consent. The **Second Party** shall have no authority to disclose Non-Public Information to anyone in perpetuity.
4. **Non-disclosure Agreement.** The **Second Party** shall not deliver, reveal, nor report any Work Product or any Non-Public Information, obtained or created pursuant to this Agreement, to any person, corporation, or government entity, or any other public or private entity, without (i) express prior written permission of the **First Party**, or (ii) a court or administrative order requiring disclosure, provided that the **Second Party** shall immediately notify the **First Party** of any need for disclosure in writing; and shall, in accordance with the **First Party's** direction, respond, appeal or challenge such subpoena, or court administrative order, prior to disclosure; and shall cooperate fully with the **First Party** in responding, appealing or challenging any such subpoena, or court or administrative order. Neither the **Second Party** nor its related entities shall disclose any Work Product or any non-Public Information to any person or entity, nor shall they use or allow the use of any Work Product or any Non-Public Information, to further any interest other than that contemplated by this Agreement. The **Second Party** shall take appropriate measures to ensure the confidentiality and protection of all Work Product and all Non-Public Information, and to prevent its intentional or unintentional disclosure, or its inappropriate use by the **Second Party**, its officers, by its or their employees or related entities, or any other third party. This obligation shall survive the expiration or termination of this Agreement in perpetuity.

Article VII Miscellaneous Provisions

1. Neither party nor any of its officers, directors, managers, employees, agents, and representatives shall be liable to the other party or any of its officers, directors,

managers, employees, agents, and representatives for any loss, liability, damage or expense arising out of or in connection with the performance of any services contemplated by this Agreement, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct or negligence of such officer, director, manager, employee, agent, or representative.

2. Both Parties shall comply in all material respects with all applicable laws, rules, regulations, orders and decrees of the Philippine government.
3. Any other contract or agreement entered into by **Second Party** and a third party for the implementation of this Agreement, shall be exclusively between such parties, to the exclusion of the Department. **Second Party** warrants that it shall hold free and harmless the **First Party** from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential, or punitive damages relating to the conduct or completion of the activity.
4. Nothing in this Agreement is intended or shall be deemed to create any employment, partnership, agency or joint venture relationship between the parties. The parties specifically acknowledge that the **Second Party** is an independent contractor and not an employee of the **First Party**, and that the **First Party** is not an employee of the **Second Party**.
5. Parties warrant that they have not assigned and will not assign to any third party, by operation of law or otherwise, any cause of action, obligation, or demand of any nature whatsoever relating to any matter covered by this Agreement without the prior written consent of the other party.
6. Any dispute regarding any of the provisions of this Agreement shall be settled amicably by the Parties among themselves only. Should amicable settlement fail, the Parties agree that the dispute shall be brought only before a court in Pasay City to the exclusion of other courts.
7. It is understood that no employer-employee relationship exists between the Parties, and their respective officers, employees, and representatives.
8. The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the abilities of the Parties, making it inadvisable, illegal, or impossible to perform to the terms of the contract, hold the meeting, or provide the facility. This Agreement may be terminated or revised for any of the above reasons without liability by written consent of both Parties.
9. This Agreement encapsulates the full agreement between the Parties, and any subsequent alteration, modification or amendment of this Agreement or any of its provisions shall be subject to mutual consent of both Parties and shall be made in writing.
10. This Agreement shall be binding on the parties' respective successors or assigns.
11. The Parties agree that if any provision of this Agreement is judicially declared to be void, invalid or otherwise unenforceable, said provision shall not invalidate the remaining provisions thereof. The Parties shall, subject to their mutual agreement, promptly amend this Agreement and/or execute such additional documents as may be necessary to give legal effect to the void, invalid or unenforceable provision in a

manner that, when taken with the remaining provisions, will achieve the intended purpose of the void, invalid, or otherwise unenforceable provision.

ARTICLE VIII
Effectivity

This Agreement shall take effect upon the signing of the Parties hereto or the date stated in the Notice to Proceed issued by the **First Party**, whichever is appropriate and shall remain until 31 December 2022; or until a new period, in case this Agreement is renewed by mutual consent of both Parties at least fifteen (15) days before the expiration of the Agreement. Any such renewal shall be made in writing upon agreement by both Parties.

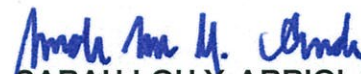
The **Second Party** agrees that notwithstanding the pre-termination, non-renewal or expiration of this Agreement, or non-renewal of the First Party's subscription, if any, it shall ensure that the product of this Agreement shall still be usable by the **First Party** in other similar platforms; and that the **Second Party** shall assist or facilitate the First Party's continued access to the modules, the app, and such other content developed under this Agreement, whether through and internet web browser, at the Apple App Store or Android Play Store, or provide if requested, the course content exported or saved in a format that permits its migration to other platforms. To this end, the **Second Party** shall ensure that the **First Party** shall have the appropriate license in its name and exercise rights of ownership over the work material delivered under this Agreement.

IN WITNESS HEREOF, the Parties through their duly authorized representatives have hereunto affixed their signatures on this ___ day of 25 MAY 2022, 2022 at Pasay City, Philippines.

BURI TECHNOLOGIES, INC
BY:


AGNO VIRGILIO S. ALMARIO
Chief Executive Officer

THE DEPARTMENT OF FOREIGN AFFAIRS


SARAH LOU Y. ARRIOLA
Head of Procuring Entity and Undersecretary

Signed in the Presence of:


CHRISTOPHER B. MONTERO
Assistant Secretary
Human Resources Management Office


LYRIE F. FULGENCIO
Chief Accountant
Office of Financial Management Services

ACKNOWLEDGEMENT

CITY OF MANILA
 JUN 20 2022

Republic of the Philippines }
 City of Pasay } S.S.

CITY OF MANILA



BEFORE ME, JUN 20 2022 NOTARY PUBLIC for and in the City of Pasay, Philippines on _____, 2022 personally appeared **MS. SARAH LOU Y. ARRIOLA**, Head of Procuring Entity and Undersecretary of the Department of Foreign Affairs and **MR. AGNO VIRGILIO S. ALMARIO**, Chief Executive Officer of Buri Technologies, Inc., known to me to be the same persons who executed the foregoing **Memorandum of Agreement** consisting of eight (8) pages including the page on which this Acknowledgment is written, signed by the Parties and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed.

The Philippine Passport/Philippine Government-Issued Identification Documents of the Parties were exhibited to me, the same bearing:

NAME	ID NUMBER	PLACE OF ISSUE	DATE OF EXPIRY
MS. SARAH LOU Y. ARRIOLA	D0007888A	DFA MANILA	08 NOV 2023
MR. AGNO VIRGILIO S. ALMARIO	P2426852B	DFA NCR NORTHEAST	02 JUL 2029

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal on the date and in the place above written.

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ATTY. HENRY D. ADASA
 NOTARY PUBLIC CITY OF MANILA
 NOTARIAL COMMISSION 2020-097 / 12/31/2021 Manila
 IGP NO. 178598 - 01/03/2022, PASIG
 PTR NO. 0060197 - 01/05/2021, MLA
 ROLL NO. 23673, TIN: 172-528-620
 MCLE COMPL. NO. VIK-000155 6/25/2019 Valid April 14, 2025
 URBAN DECA HOMES MANILA, B-2, UNIT 355, TONDO, MLA.
 UNDER SUPREME COURT B.M. NO. 3795 EXTENDED FROM JAN. 1 TO JUNE 30, 2022