




MEMORANDUM OF AGREEMENT

SCOPE OF SERVICE

AGREEMENT NO.	20230324-0120
CLIENT	DEPARTMENT OF FOREIGN AFFAIRS
CONTACT PERSON	Ms. Lanie Sazon / Ms. Nikki Paula Mendoza
TEL.NO.	0938-866-4488
TERMS OF PAYMENT	30 Days
AGREEMENT TERM	9 Months commencing
DELIVERY DATE	
RETURN DATE	January 01, 2024
SERVICE DETAILS	
SERVICE TYPE	Leasing
DESKTOP MODEL	Customized Desktop
SPECS	Intel Core I7-11700 / B560M PRO VDH / 2X8GB 2666MHZ / 512GB SSD NVMe / GTX 1650 4GBGPU / GIGABYTE 27" MONITOR
SERIAL NUMBER	
SERVICE/REPAIR CHARGE	
TOTAL NO UNITS TO BE RENTED	TWELVE (12) UNITS

This Agreement made and executed this day of 29th of March 2023 at Pasay City by and between:

 **UNITECH IT SOLUTIONS CORP.**, a company duly organized and existing under and by virtue of the laws of the Philippines with registered business address at **Unit 2A A&L Bldg. #126 N Domingo St. Pedro Cruz., San Juan City**, represented herein by its President, **Mr. Seunggi Min**, hereinafter referred to as the **COMPANY**.

- AND -

DEPARTMENT OF FOREIGN AFFAIRS is a national government agency of the Philippine Government created by virtue of Commonwealth Act No. 732 dated 03 July 1946 with principal address at 2330 Roxas Boulevard, Pasay City, Metro Manila, Philippines, represented herein by the **Department's Head of Procurement Entity (HOPE) Undersecretary Antonio A. Morales**, hereinafter referred to as the **CUSTOMER**;

WITNESSETH THAT

WHEREAS, the **COMPANY** is engaged in the business of leasing **Equipment** to its customers.

WHEREAS, the **CUSTOMER** has expressed its interest in leasing **Equipment** from the **COMPANY**.

WHEREAS, the **COMPANY** has agreed to lease the **Equipment**, and/or related tools and accessories to the **CUSTOMER** and that the latter accepts the same subject to the terms and conditions of this Agreement.



WHEREAS, the **CUSTOMER** will ensure the release of the payment to the **COMPANY** in three (3) tranches payable quarterly with a total amount of **SIX HUNDRED EIGHTY-NINE THOUSAND FOUR HUNDRED SEVENTY TWO PESOS ONLY (PHP 689,472.00)** inclusive of all costs, taxes, and expenses not otherwise specifically indicated as being undertaken by the company.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants hereunder provided, the parties agreed as follows;

A. DEFINITION OF TERMS.

1. **"COMPANY"** – means **UNITECH IT SOLUTIONS CORP.** whose registered office is at **Unit 2A A&L Bldg. #126 N Domingo St. Pedro Cruz., San Juan City;**
2. **"CUSTOMER"** - means the legal entity with whom the Contract is made by the **COMPANY;**
3. **"AGREEMENT"** – means the entirety of the terms and conditions for the rental/lease of Equipment stipulated hereof which the **COMPANY** and **CUSTOMER** has entered into;
4. **"Equipment"** - means the hardware, software, manuals, documentation, accessories, or articles or any of them (including any replacements or renewals thereof, additions thereto and substitutions thereof) provided by the **COMPANY** to the **CUSTOMER** for the purpose of the lease as listed in the ANNEX A hereof;
5. **"Rental/Lease"** - means the temporary use of **CUSTOMER** of the Equipment and/or related tools and accessories provided by the **COMPANY** in exchange for a monthly fee and for the duration as provided by the **COMPANY**.
6. **"Maintenance"** - means the servicing by the **COMPANY** for defective and/or malfunctioning equipment and/or related tools and accessories issued by the **COMPANY**.
7. **"Customer Premises"** - means the office location where the **CUSTOMER** shall utilize the leased/rented Equipment provided by the **COMPANY**.
8. **"Delivery Date"** - means the date that the Equipment is delivered to the **CUSTOMER's** Premises.
9. **"Return Date"** - means the date specified in the Contract as the date for the return of the Equipment to the **COMPANY** or such other date as the parties may hereafter agree;
10. **"Rental Period"** - means the period commencing on the Delivery Date and expiring on the Return Date.
11. **"ANNEX"** - means the ANNEXES attached and included to this agreement.
 - a. the **CUSTOMER** with details stipulated in **ANNEX A** of this Agreement.



B. SCOPE OF SERVICES

1. Equipment Delivery and Provisioning.

- a. **COMPANY** shall provide and deliver the total amount of Equipment to the **CUSTOMER's** premise, in good and working condition and with correct parts and specifications as requested and agreed by the **CUSTOMER** with details stipulated in *ANNEX A* of this Agreement.
- b. The Equipment shall be delivered by the **COMPANY** on the agreed Delivery Date to the **CUSTOMER's** Premises. The **CUSTOMER** is responsible for preparing Gate pass/Clearance in advance to its building or office administrator to ensure no delay in the delivery schedule.
- c. The **COMPANY** shall assist in the deployment and set-up of the leased Equipment to the **CUSTOMER's** premises.

2. Equipment Maintenance & Warranty

- a. **Maintenance Term** – **COMPANY** shall provide support and maintenance on all deployed Equipment and parts during the duration of this Agreement.
- b. **Maintenance & Warranty Scope** - The **COMPANY** shall repair or replace all defective Equipment and/or parts, to ensure that the same shall remain in good working condition throughout the duration of this Agreement. All expenses shall be borne by the **COMPANY** except if the Equipment is lost or stolen and/or incur damages due to accident, acts of God, or by any other cause than the normal usage of the Equipment or any damage to the Equipment resulting from any action(s) taken by a third-party maintenance provider while the said Equipment is within the **CUSTOMER's** care/premises.
- c. **Reporting** – The **CUSTOMER** shall immediately report/notify the **COMPANY** of any malfunction/defect of the Equipment issued by the **COMPANY**. Upon the receipt of a report, the **COMPANY** shall immediately deploy maintenance personnel within 24 hours (except Sunday) to conduct maintenance procedures on the reported defective Equipment.
- d. **Maintenance Inspection & Procedure** - The **COMPANY** personnel shall have the sole responsibility to inspect and repair the defective Equipment. If repair is not possible within 24 hours, the **COMPANY** shall immediately replace the defective Equipment and re-deploy it to **CUSTOMER's** premises.
- e. The **COMPANY** shall take all reasonable precautions to ensure safe working procedures and conditions while working on **CUSTOMER's** premises and will keep **CUSTOMER's** site neat and free from debris.
- f. The **CUSTOMER** shall not permit in any way the repair of the Equipment by any third party, unless otherwise with the written consent by the **COMPANY**. In case the **CUSTOMER** hired a service of the Third-party, resulting in damages of the Equipment, The **CUSTOMER** shall be liable for all the expenses relating to such repair.



C. RENTAL PAYMENT & SCHEDULE

1. The aforementioned amount shall be released in three (3) tranches to the **COMPANY** subject to the provision of this agreement and the usual government accounting and auditing rules and regulations and upon submission of the following supporting documents:
 - a. approved proposal and quotation of services;
 - b. PHILGEPS certificate;
 - c. BIR;
 - d. Latest Income Tax Return;
 - e. Mayor's Permit;
 - f. Sales Invoice or original billing request for each tranche (original)
 - g. Provisional Receipt for each tranche (original)
 - h. Duly Signed and Notarized Contract
 - i. Company Profile
 - j. Bank Details and TIN No.

2. **Quarterly Fee** - Upon the execution of this Agreement, Customer agrees to pay the corresponding monthly rental fee on a quarterly basis. Payment shall be made through the following tranches:
 - a. First Tranche (33.33%) to be released on the 1st week of July of 2023, after signing of the Lease Agreement between DFA and the Contractor, and provided all the ICT equipment subject of the lease have been *completely delivered and satisfactorily accepted in good condition* upon inspection by the representatives of the DFA
 - b. Second Tranche (33.33%) to be released on the 1st week of October of 2023.
 - c. Third Tranche (33.33%) to be released on the 1st week of January of 2024.

3. **Schedule of Payments** – Start of billable date shall commence after the delivery of the Equipment to the **CUSTOMER's** premises. The billable date shall define the quarterly billing cut-off to which the billing/invoice shall be sent to the **CUSTOMER** via electronic mail every month, due for payment. In no case shall the total amount to the **COMPANY** exceed the contract price of **Php 689,472.00**.

4. The **COMPANY** shall send a quarterly billing/invoice to the **CUSTOMER** 7 days before the due date.

5. **CUSTOMER** is given thirty (30) working days upon the receipt of the billing/invoice to settle the payment through LLDAP-ADA payable to the Second Party and shall be remitted to:

BANK	Metrobank
ACCOUNT NAME	UNITECH IT SOLUTIONS CORP.
ACCOUNT NO.	063-3-06317416-6
BRANCH	Quiapo

In the event that the **CUSTOMER** failed to pay the rental payment within the required period, the **CUSTOMER** agrees to pay the late penalty charges of one percent (2%) of the total monthly fee per day.



D. CUSTOMER RESPONSIBILITIES & LIABILITIES

The **CUSTOMER**, during the duration of this Agreement and while the leased Equipment are at the **CUSTOMER's** premises, shall be held fully responsible for the utilization and management of the said Equipment. The **CUSTOMER** shall exercise the highest standards in implementing the rules, procedures and policies in handling and operating the said Equipment in accordance with the terms and conditions of this Agreement.

1. The **CUSTOMER**, at all-times shall never do the following to the leased Equipment:
 - a) Upgrade or change parts;
 - b) Install unlicensed software or software with potential viruses;
 - c) Reformat or change hardware/bios settings;
 - d) Use for the commission of any crime, or for any unlawful or unethical activities;
 - e) Transfer the Equipment to a different location without the prior written consent from the **COMPANY**;
 - f) Be used by anyone who has given the **COMPANY** a false name, age, address, or other information;
 - g) Be used in a dangerous and reckless manner.
 - h) Store and operate in unsafe and dangerous location.
 - i) Loss or damage (intentional or not intentional) the Equipment. The client shall be charged for total cost of the Equipment worth of PHP 67,000 each Package.
 - j) Sell the Equipment to any third party.
 - k) Allow the repair of the leased Equipment by any third party.
 - l) Dismantle the Equipment without permission from the **COMPANY**.
 - m) Forward false reports of malfunction or exaggerate the actual malfunction of the Equipment.

2. The **CUSTOMER** shall ensure the safe return of all Equipment in the same condition it was received (except for ordinary wear and tear) in an orderly manner to the **COMPANY** by the end of this Agreement as defined in the Section E.1. hereof on the agreed date of return on **January 01, 2024**.

3. The **CUSTOMER** shall reimburse the total of the amount to **COMPANY**, upon demand, for any damage, loss, confiscation or total destruction of the lease Equipment due to actions of violating any provisions under section D.1 hereof, or any action which is considered irresponsible and/or grossly negligent, while the said equipment is in the **CUSTOMER'S** possession/premises unless the cause was proven to be the Equipment's natural defect and/or malfunction.

E. TERM & TERMINATION

1. This Agreement shall have a term of nine (9) months starting on **April 01, 2023** and shall end on **December 31, 2023**.



2. Termination

This Agreement may be terminated in whole or in part upon Seven (7) days' advance written notice by **COMPANY** or **CUSTOMER** prior to the termination date. In the event of termination, ownership of the Equipment shall remain with the **COMPANY** and only its authorized representative can recover or collect the said Equipment.

a. Pre-Termination by the **Company**

The **COMPANY**, without incurring any liability and without foregoing any of its rights or obligation due to it, may terminate this Agreement by written notice to the Customer for any of the following reasons:

1. The **CUSTOMER** is more than Fifteen (15) days late in making any payment due to **COMPANY**;
2. The **CUSTOMER** violates any of the terms and conditions of this Agreement.
3. The **CUSTOMER** makes an assignment for the benefit of its creditors, is or becomes insolvent, or is placed into receivership.

b. Pre-Termination by **CUSTOMER**

1. The **CUSTOMER** may terminate this Agreement by written notice to the **COMPANY** prior to the delivery of the Equipment. In such case, the **CUSTOMER** agrees that the **COMPANY** shall not be required to refund any down payment or security deposit paid by the **CUSTOMER**.
2. The **CUSTOMER** may terminate this Agreement after the effective date and delivery of the Equipment by written notice subject to the provisions of section E.2.C hereof (Pre-Termination Fee). Upon termination, the **COMPANY** shall collect all deployed Equipment in **CUSTOMER** premises along with other **CUSTOMER** liabilities due for payment.
3. The Equipment shall be returned complete with all the items such as Customized Desktop, Gigabyte 27" Monitor, Keyboard and Mouse, VGA, Headset, Webcam, Wifi receiver, Speaker, and DVI to DP cables that were initially provided by the **COMPANY**. The **CUSTOMER** will be billed for any missing items.

c. Pre-Termination Fee

1. In the event of Pre-Termination during the term of this Agreement and while the Equipment are currently deployed at the **CUSTOMER**'s premises, the **CUSTOMER** shall pay the amount equivalent to the remaining monthly rental, exclusive of other **CUSTOMER** liabilities due for payment, if there's any, as a penalty/fine payment for all damages incurred by the **COMPANY**:



- a) Pre-Termination by **CUSTOMER** without justifiable reason under this Agreement;
- b) Pre-Termination by **COMPANY** in violation of section C, E and in accordance with section E.2.A hereof.

F. EQUIPMENT OWNERSHIP

The Equipment shall remain the property of the **COMPANY** at all times, and shall be returned to the **COMPANY** by the end of term of this Agreement. Nothing in this Agreement shall constitute any right for the **CUSTOMER** to sell, lend, refurbish, swap, change, or claim ownership to all Equipment deployed and lent by the **COMPANY** to the **CUSTOMER**.

G. EQUIPMENT RETURN

- 1. **Return Date** - shall be the date to which all deployed Equipment in **CUSTOMER's** premises shall be collected by the **COMPANY's** authorized representative. The Return Date shall be on 01 January 2024.
- 2. **Return of Equipment** - All Equipment is delivered by the **COMPANY** in good operating condition. During this Agreement, the **CUSTOMER** is responsible for the condition of all Equipment and shall ensure to return the said Equipment in the same condition it was received (except for ordinary wear and tear) in an orderly manner to the **COMPANY** by the end of this Agreement as defined in the **Section E.1** hereof on the agreed date of return on January 01, 2024.
- 3. Should the **CUSTOMER** fail or refuse to return the Equipment on the agreed Return Date during the end of this Agreement or in the event of Pre-Termination, the **COMPANY** shall bill the **CUSTOMER** accordingly on a per daily basis, including penalty for not returning the Equipment on time, for every day the **CUSTOMER** holds the Equipment in its premises until such Equipment is successfully collected and returned to **COMPANY**.

Rental/Lease Fee per Day w/ Penalty

RENTAL FEE/DAY	PENALTY - 2%	VAT - 12%	TOTAL/DAY
PHP 6,384	PHP 127.68	PHP 781.40	PHP 7,293.08

H. CHANGE OF BUSINESS LOCATION

It is agreed by both parties that all Equipment deployed shall be utilized by the **CUSTOMER** at the **CUSTOMER's** business address indicated hereof. However, in case the **CUSTOMER** decides to change the location of the business within the term of this Agreement, the contracting parties shall discuss the change in address, and the expenses required thereof shall be shouldered by the **CUSTOMER**. The **CUSTOMER** must notify the **COMPANY** in advance of change of business location.




I. INDEMNIFICATION

Each party shall indemnify the other party for any loss, cost, liability incurred by them in connection with or arising out of the performance or non-performance of the obligations under this Agreement, caused wholly or partly by either party's negligence or omission.

J. FORCE MAJURE

Neither party shall be liable for any failure or delay in performance to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, calamities, labor strikes and lockouts, civil strife or any similar occurrences beyond the reasonable control of the party unable to perform its obligations ("Force Majeure"). In the event of such a Force Majeure, the party unable to perform shall give the other party written notice within three (3) days from the occurrence of Force Majeure. In addition, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure.

K. CONFIDENTIALITY



Both parties shall forever keep in strict confidence of all information about its business, plans, policies, systems and procedures which it may obtain or come to its attention by virtue of its relationship with the other Party, except those for public consumption or otherwise made public by the **COMPANY** or **CUSTOMER**.

L. NON-PARTNERSHIP

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or principal-agent relationship between **COMPANY** and **CUSTOMER**. Either party shall not hold itself out or allow itself to be held out as a partner of the other.

M. SEPARABILITY

In the event any one or more of the provisions contained herein shall be for any reason be declared invalid or unenforceable, such as invalidity, or unenforceability shall not affect the other provisions of this Agreement which shall continue to be in full force and effect and be construed as if such invalid or unenforceable provision(s) has not been embodied therein.

N. NON-ASSIGNABILITY

This Agreement may not be assigned in whole or in part by any party, without the prior written consent of the other party. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

O. AMENDMENTS

The terms and provisions of this Agreement may only be waived, modified or changed by an amendment in writing signed by both parties hereto.



P. ENTIRE AGREEMENT


This Agreement and any documents attached hereto constitute the entire Agreement between the parties and supersede all prior agreements, representations or expressions of intent, whether written or oral, with respect to the subject matter contained herein. In case of any conflict between this Agreement and the terms of any documents attached hereto, the terms of the documents attached shall control insofar as the services covered thereby are concerned.

Q. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the Republic of the Philippines.

R. SETTLEMENT OF DISPUTES

The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute, controversy, or claim arising out of the Agreement or the breach, termination, or invalidity thereof through negotiations.

 In the event that an amicable settlement cannot be reached within thirty (30) days from the date on which either Party has served written notice thereof on the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders, and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. The seat and venue of arbitration proceedings shall be in Pasay City, Metro Manila, Philippines to the exclusion of all other venues. Nothing in this Agreement shall prevent the Parties from applying to a Philippine court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights, as may be the subject matter of the dispute.

S. VENUE OF CASE LITIGATION

Any legal/judicial action or proceeding arising out of or connected with this Agreement including any and all documents relative thereto shall be brought in the proper courts of Pasay City, Philippines only. By the execution and delivery of this Agreement, the parties hereby irrevocably submit to such venue to the exclusion of all other venues.

T. THIRD PARTY CONTRACTS

Any other contract or agreement entered into by the Company and a third party shall be exclusively between such parties, to the exclusion of the Customer. The Company warrants that it shall hold free and harmless the Customer 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 implementation of this Agreement. The Company agrees to assume, as it hereby assumes, all liabilities for any such loss or damage and undertakes to have any claim against the Customer arising out of third-party complaints of any nature in relation to this Agreement filed before any court, agency or tribunal dismissed, and should the DFA be made to pay for damages or losses caused, to reimburse or indemnify the DFA, and to pay any expenses incurred as a result, subject to government audit and accounting rules and regulations.”




UNITECH
IT SOLUTIONS CORP.

Unit 2A, A&L Bldg., #126 N. Domingo St.
Pedro Cruz, City of San Juan
Phone No: 0977-622-9927 / 7753-1869
Email:
unitech.itsolutionscorp@gmail.com

IN WITNESS WHEREOF, the parties hereto have set their hands on the date and place first above written.

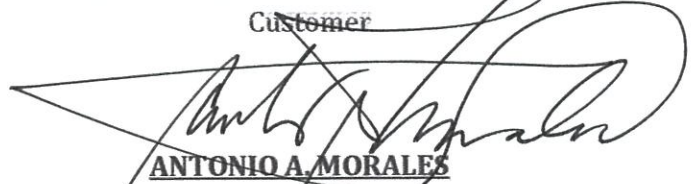
UNITECH IT SOLUTIONS CORP.

Company


SEUNGGI MIN
President


DEPARTMENT OF FOREIGN AFFAIRS


Customer


ANTONIO A. MORALES
Undersecretary for Administration

SIGNED IN THE PRESENCE OF:


PATRICIA RABARA
Corp. Secretary/General Manager
Witness


ARVIN R. DELEON
Assistant Secretary, DFA OPCD
Witness


JOVY N. FERRER
Acting Department Chief Accountant, DFA
Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MANILA CITY) S.S.

29 MAR 2023


BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of _____ 2023, personally appeared the following:

NAME	NAME OF ID & NO.	ISSUED AT	ISSUED ON
UNITECH IT SOLUTIONS CORP Mr. Seunggi Min	Passport # M20488886	KOREA	13 JUNE 2016
DEPARTMENT OF FOREIGN AFFAIRS Mr. Antonio A. Morales	Passport # MAA092	DFA MANILA	02 AUGUST 2019

who have satisfactorily proven to me their identity through their above ID's, that they are the same persons who executed and voluntarily signed the foregoing Memorandum of Agreement which they acknowledged before me to be their free and voluntary act and deed and that of the Corporation/Government Agency represented.

WITNESS my hand and seal on the date and place first above written.

Doc. No. 46
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Book No. XXXIV
Series of 2023.


ATTY. IMELDA A. PANIS
NOTARY PUBLIC VALID UNTIL DEC. 31 2023
PTR NO. 1038945 JAN. 4, 2023
IBP LIFETIME MEMBER NO. 0335 ROLL NO. 52214
MCLE NO. VI-0029369 NOV. 11, 2021 UNTIL 2023
COMMISSION NO. 2019-082
1091 N. LOPEZ ST. ERMITA, MANILA
09272774505



UNITECH
IT SOLUTIONS CORP.

Unit 2A, A&L Bldg., #126 N. Domingo St.
Pedro Cruz, City of San Juan
Phone No: 0977-622-9927 / 7753-1869
Email:
unitech.itsolutionscorp@gmail.com

ANNEX A
Leased Equipment Details & Specifications

QTY.	RENTAL ITEMS
12	Customized Desktop Intel Core i7-11700 / B560M Pro VDH / 2x8GB 2666 Mhz / 512GB SSD NVMe / GTX 1650 4GB GPU / Windows 11 Pro / Ms Office Home & Student 2019
12	Gigabyte 27" G27Q IPS 144HZ (2560 x 1440) 144HZ QHD
12	A4Tech Keyboard and Mouse
12	Wi-Fi Receiver
12	Speaker
7	Black wire 3220 Headset W/ Noise Cancellation Microphone
5	Full HD Webcam 1080p