

**MEMORANDUM OF AGREEMENT BETWEEN
BURI TECHNOLOGIES, INC.
AND
THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)**

KNOW ALL BY THESE PRESENTS:

This Agreement is made and entered into this 09 day of Oct 2023, in the City of Pasay, and between:

THE DEPARTMENT OF FOREIGN AFFAIRS (DFA), a National Government Agency, with office address at 2330 Roxas Blvd., Pasay City, represented herein by **ANTONIO A. MORALES**, Head of Procuring Entity and Undersecretary for Administration, hereinafter referred to as the **FIRST PARTY, or the DFA**;

and

BURI TECHNOLOGIES, INC. a duly registered and incorporated **corporation**, with office address at 1109 Scout Fernandez corner Scout Torillo, Quezon City, Metro Manila represented herein by **AGNO VIRGILIO S. ALMARIO**, President and CEO, whose authority is evidenced by a Board Secretary's Certificate dated 27 September 2023 (**Annex "A"**), hereinafter referred to as the **SECOND PARTY, or Buri Technologies**;

Individually referred to herein as a "Party" and jointly as "Parties";

ANTECEDENTS:

WHEREAS, in line with CSC Memorandum Circular No. 03-2012 on the Program to Institutionalize Meritocracy and Excellence in Human Resource Management and Department Order 2021-06 on the Competency Framework of the Department of Foreign Affairs, the **First Party**, through its Human Resources Management Office (HRMO), and in continuation of the program entitled "*Shift towards a Competency-Based Human Resources Performance Management System*" (or *Project Elevate*) (the Program), is in need of a provider to upgrade the existing Learning Management System (LMS) course on DFA Competencies, as well as the conduct of an online blended learning program to augment the asynchronous learning.

WHEREAS, the **First Party** is in need of a provider for its expertise in the design, development, deployment, and evaluation of the aforementioned Learning Management System and conduct of online blended learning program;

WHEREAS, the **Second Party** warrants that it is duly authorized to engage in the business of providing consultancy services, and that it has the capacity to render services required by the **First Party** herein;

WHEREAS, the **Second Party** accepted the invitation of the **First Party** to provide the services of a consultant;

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



WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the **First Party** as provided in the approved BAC Resolution No. HO 218-23 dated 09 October 2023 (**Annex “B”**) and made an integral part thereof, the **First Party** awarded the Memorandum of Agreement to the **Second Party**. Further, a copy of the Notice of Award is attached herewith (**Annex “C”**) and made integral part thereof; based on the recently approved Memorandum Agreement.

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

ARTICLE I

Purpose of the Agreement

- A. This Agreement is entered into by and between the Parties to provide the basis for the engagement of the **Second Party’s** consultancy services for the online learning program entitled “*Shift towards a Competency-Based Human Resources Performance Management System*” (or *Project Elevate*) (the Program).
- B. 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. Annex “D” - Latest valid PhilGEPS Registration Certificate of the Second Party
 2. Annex “E” - Latest valid business / mayor’s permit of the Second Party
 3. Annex “F” - Latest valid income/business tax return of the Second Party
 4. Annex “G” - Certificate of Availability of Funds (CAF) dated 29 Aug 2023
 5. Annex “H” - Terms of Reference
 6. Annex “I” - Buri Technologies (Cast LMS) Proposal



ARTICLE II

Roles and Responsibilities

- A. The **First Party** shall perform the following tasks:
1. Provide administrative and logistical support for the implementation and conduct of the Program and other related activities;
 2. Monitor and coordinate the improvement and development of the online course on DFA Competencies and its uploading on the LMS platform;
 3. Validate the online learning course content based on the objectives and timeline set, and the feedback and overall comments or suggestions for enhancement, received from participants.
- B. The **Second Party** shall deliver as follows:
1. *Asynchronous Learning Management System Course*:
 - 1.1. Coordinate with the **First Party’s** authorized representatives for the development of modules, course content and materials, including online evaluation tools and e-Learning functions based on the materials provided by the **First Party**;
 - 1.2. Upload the updated online course in the LMS for final review and approval by the **First party’s** authorized representatives;



- 1.3. Edit and/or revise the course content and materials in accordance with the feedback provided by the **First Party**;
- 1.4. Upload the approved final version of the course in the LMS thirty (30) days from its latest consultation with the **First Party** or as agreed upon between them, taking into consideration the collective feedback and overall comments;
- 1.5. Ensure that the updated course is interoperable, portable and transferable to another LMS;
- 1.6. Present an updated course outline and content based on the learners' feedback;
- 1.7. Provide the LMS maintenance and online technical support for the online DFA Competency Framework course.

2. *Synchronous Online Sessions:*

- 2.1. Curate the customized synchronous online learning program and provide a detailed Learning Plan on the DFA Competencies;
- 2.2. Coordinate with the **First Party** on logistical and administrative support required;
- 2.3. Provide the links to the virtual platform that will be used for the synchronous session;
- 2.4. Ensure the presence of all facilitators and required backup facilitators in the delivery of the sessions;
- 2.5. Administer a Pre and Post assessment of participants' knowledge and skills on the learning content of the Learning Management System (LMS) of the Program;
- 2.6. Review the course evaluation form of learners of the DFA Competencies course.
- 2.7. Submit a Final Report two weeks after the end of the Program. The data gathered from the evaluations that may be utilized to further improve the program;
- 2.8. Submit materials and process data that shall adhere to the confidentiality provision herein and the **First Party's** rules and regulations concerning data privacy and confidentiality;
- 2.9. Submit recordings and other related materials of the online sessions to DFA;

ARTICLE IV
Fees and Payment Schedule

For and in consideration of the services rendered, and to the satisfaction of the **Second Party**, the latter shall pay **Three Million Nine Hundred Ninety Thousand Pesos (Php 3,990,000.00)**, to the **Second Party**, and shall cover the following services:

1. Fees for program development such as meeting, conceptualization, brainstorming sessions, write-up, revisions and finalization of the proposal and program design;
2. Professional fees of the service provider and the project management team members;

	Deliverables	% of Contract Price	Amount
1	Upon submission of the revised learning outline for the new DFA competencies online course	20%	Php 798,000.00
2	Upon completion of the DFA competencies online course scripts	30%	Php 1,197,000.00
3	Upon completion of the DFA competencies online course and uploading on the LMS	35%	Php 1,396,500.00
4	Upon completion of the program and submission of the program's final scripts, outlines, all related course materials, and executive report	15%	Php 598,500.00
	TOTAL	100%	PhP 3,990,000.00



In no case shall the total payment to the **Second Party** exceed the Contract Price of Php 3,990,000.00

The Services Fee shall be payable in accordance with applicable regulations for Government payment of obligations.

Payment shall be made in four (4) tranches and within thirty (30) working days upon the **Second Party's** submission of the invoice and complete supporting documents under Article IV, and audit by the **First Party's** Office of Financial Management Services – Financial Resources Management Division (OFMS-FRMD).

The foregoing amount shall be inclusive of all applicable taxes and other lawful 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**.

All payments shall be made through the List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA).

ARTICLE V Mode of Payment

All payment shall be made through the List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA) payable to Buri Technologies, Inc. through the following bank details:

Account Name : BURI TECHNOLOGIES INC.
SA Number : 0004 0002 4640

Bank/Branch : UNIONBANK OF THE PHILIPPINES
(Timog Ave., Quezon City branch)

Payment shall be made in accordance with the payment schedule under Article IV, 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 VI 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.

The **First Party** reserves the right to suspend or hold in abeyance, at no additional cost, the conduct of the Program when it deems the same necessary or desirable under the circumstances.

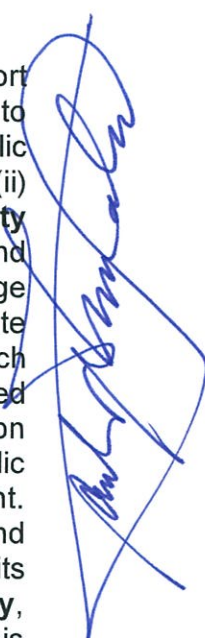
The **Parties** may also terminate the Agreement upon mutual consent.

ARTICLE VII Confidentiality

1. **Work Product.** The work product of the **Second Party** shall mean any and all tangible and 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 to 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** 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 VIII 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 in 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

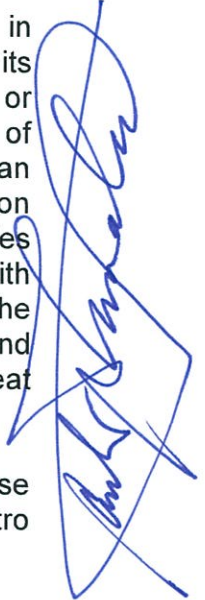


nature whatsoever relating to any matter covered by this Agreement without the prior written consent of the other party

6. In the event of any dispute or difference which may arise between the Parties in connection with this Agreement or the interpretation and implementation of any of its provisions, the Parties shall exert their best efforts to amicably settle such dispute or difference in good faith through negotiations between authorized representative/s of each Party, the joint decision of which shall be binding upon the Parties. If an amicable settlement cannot be achieved 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 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. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.

Nothing in this Agreement shall prevent the parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, to the exclusion of other courts.

7. 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 notice of both Parties..
8. 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.
9. This Agreement shall be binding on the parties' respective successors or assigns.
10. The Parties agree that if any provision of this Agreement is judicially declared to be void, invalid or otherwise unenforceable, said provision shall not validate 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.



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**ARTICLE IX
Effectivity**

This Agreement shall take effect upon the signing of the Parties hereto and shall remain in force for six (6) months, or until the obligations of the Parties as stipulated herein are complied with; or in case this Agreement is extended or renewed by written mutual consent of both Parties at least fifteen (15) days before the expiration of the Agreement.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have hereto affixed their signatures on this 09 day of Oct, 2023 at Pasay City, Philippines.

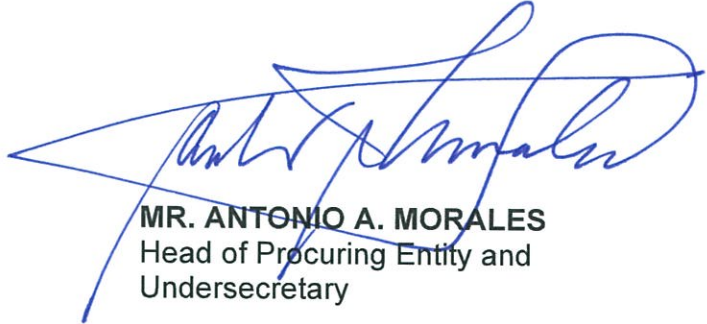
BURI TECHNOLOGIES, INC.

THE DEPARTMENT OF FOREIGN AFFAIRS

BY:



MR. AGNO VIRGILIO S. ALMARIO
President and CEO



MR. ANTONIO A. MORALES
Head of Procuring Entity and
Undersecretary

Signed in the Presence of:



CHRISTOPHER B. MONTERO
Assistant Secretary
Human Resources Management Office



JOVY V. FERRER
Acting Chief Accountant
Office of Financial Management Services

ACKNOWLEDGMENT

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

BEFORE ME, a **NOTARY PUBLIC** for and in the City of Pasay, Philippines on **09 NOV 2023**, 2023 personally appeared **MR. ANTONIO A. MORALES**, Head of Procuring Entity and Undersecretary for Administration of the Department of Foreign Affairs and **MR. AGNO VIRGILIO S. ALMARIO**, President and CEO of Buri Technologies, Inc., known to me to be the same persons who executed the foregoing **Memorandum of Agreement** consisting of nine (9) 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 ISSUE
Mr. Antonio A. Morales	Passport No. D0009237A	Manila	07 December 2021
Mr. Agno Virgilio S. Almario	Passport P2426852B	DFA NCR Northeast	02 July 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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Almario
MA. CLEOFEL L. JAIME
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2023
 COMMISSION NO. 20-04
 ROLL NO. 27802
 PTR NO. 8064931 PASAY CITY 1-3-2023
 IBP OR NO. 178431 ISSUED BY IBP
 NAT'L OFFICE - 2 - 16 - 22
 MCLE COMPL. VII-0018402
 ISSUED ON - MAY 20, 2022 VALID UNTIL
 APRIL 14, 2025

