

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

THE PUBLIC IS INFORMED:

This Agreement is made and entered into this day of , 2024 in the City of Pasay by and between:

MAY 27 2024

THE DEPARTMENT OF FOREIGN AFFAIRS (DFA, the Department), with office address at 2330 Roxas Blvd., Pasay City, represented herein by **MR. ANTONIO A. MORALES**, 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, hereinafter referred to as the **SECOND PARTY**;

Collectively referred to herein as the Parties.

- WITNESSETH -

WHEREAS, the **First Party**, in continuation of its Learning Management System (LMS) initiative, is in need of a service provider for the subscription, operation, and maintenance of an online learning platform that will cater to all DFA personnel, including those in Foreign Service Posts, Consular Offices, and Offices in the Home Office;

WHEREAS, the **Second Party**, current consultant of the Department for the foregoing initiative, 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. HO-91-24 dated 27 May 2024 (ANNEX "A")* 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 dated 27 May 2024* is attached herewith (ANNEX "B") 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 one (1) year Subscription, Operation, and Maintenance of the Learning Management System (LMS) from **May 31, 2024 to May 30, 2025**.

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 "C");
2. Latest valid business/ mayor's permit of the Second Party (Annex "D");
3. Latest valid income/ business tax return of the Second Party (Annex "E");
4. Certificate of Availability of Funds (CAF) dated 14 February 2024 (Annex "F");
5. Terms of Reference (Annex "G"); and,
6. Buri Technologies, Inc. Proposal (Annex "H").

ARTICLE II Roles and Responsibilities

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

1. Monitor the LMS availability and provide reports and other notices in connection with its usage, as necessary; and,
2. Provide administrative and logistical support for the required meetings and/or trainings, among others, for the LMS services.

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

1. Provide LMS Services which include Subscription, Operation, and Maintenance

1.1 The LMS Subscription shall comply with the following specifications:

- a. **LMS Functionality, Users, Cloud Storage, and Hosting**
Similar to the current LMS of the Department, the LMS should contain the necessary e-learning functions and tools for the efficient and effective delivery of all the DFA Online Courses to all DFA personnel.
- b. The LMS must cater to 4,000 users and provide 100 GB cloud storage. Users who may have access to the LMS are limited only to those authorized by the Department.
- c. The LMS must provide cloud hosting, including its maintenance, support and updates, throughout the duration of the Agreement. The LMS must be accessible at all times, and any major technical outage must be resolved within 24 hours from receipt of the report thereof.



1.2. LMS Maintenance and Support

The Project Consultant shall provide the name and contact details of the focal person who may be reached during working hours (Monday to Friday, 8:00 AM to 5:00 PM) should any technical problems and user concerns arise.

1.3 LMS Courses

All LMS courses, evaluation tools and other e-learning functions must be interoperable, portable and transferable to another LMS.

- 2. Coordinate with the **First Party's** authorized representatives, as and when needed.

**ARTICLE III
Fees and Payment Schedule**

For and in consideration of the services rendered by the **Second Party**, to the satisfaction of the **First Party**, the latter shall pay **Php 1,300,000.00** (Services Fee), which shall cover the LMS Subscription, Maintenance and Operations.

The Services Fee shall be payable as follows:

Deliverables	Payment
<i>First Tranche (within the first month of subscription)</i> For one (1) year of LMS Subscription for LMS Functionality, Users, Cloud Storage, and Hosting	Php 650,000.00 (50% of Contract Price)
<i>Second Tranche (within the sixth month of subscription)</i> For one (1) year of LMS Subscription (Maintenance and Support)	Php 650,000.00 (50% of Contract Price)
Total	Php 1,300,000.00

The foregoing Services Fee also includes:

- Professional fees and all other costs and charges related to the LMS Subscription, Operation, and Maintenance;
- Taxes due and payable by the Second Party in connection with the Agreement.

This amount does not cover the cost of the food and venue for meetings, and/or focus group discussions.

In no case shall the total payment to the Second Party exceed the Contract Price as stated in Article III of this Contract.

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 27 December 2024, 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 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 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.

Payments shall be made within thirty (30) working days from the First Party's receipt of the Second Party's invoice for each payment tranche and any other documents that may be required by the First Party's Office of Financial Management Services (OFMS) for the processing of payment.

ARTICLE V Termination/Pre-termination

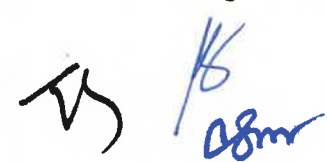
The commission of a material breach of obligations under this Agreement, such as but not limited to the failure of any party to submit its deliverables or perform its duties under this Agreement, or when it delays, for no justifiable reason, the performance thereof and fails to cure that breach within 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.



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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 the **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



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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 the **Second Party** and a third party for the implementation of this Agreement, shall be exclusively between such parties, to the exclusion of the Department. The **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 May 30, 2025; 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 and updated 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.

The Second Party shall ensure that the LMS remains accessible to the First Party up to thirty (30) calendar days after the expiration of this Agreement.

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 WHEREOF, the Parties through their duly authorized representatives have hereunto affixed their signatures on this ___ day of MAY 27 2024 2024 at Pasay City, Philippines.

**BURI TECHNOLOGIES,
INC.**
BY:


AGNO VIRGILIO S. ALMARIO
Chief Executive Officer

**THE DEPARTMENT OF FOREIGN
AFFAIRS**


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

Signed in the Presence of:


CHRISTOPHER B. MONTERO
Assistant Secretary
Human Resources Management Office


MINDARADAT R. MAMAD
Chief Accountant
Office of Financial Management Services

ACKNOWLEDGEMENT

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


BEFORE ME, a **NOTARY PUBLIC** for and in the City of Pasay, Philippines on 09 JUL 2024, 2024 personally appeared **MR. ANTONIO A. MORALES**, 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
MR. ANTONIO A. MORALES	D0013516A	DFA MANILA	07 MAR 2029
MR. AGNO VIRGILIO S. ALMARIO	PASSPORT NO P2426852B	DFA 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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Series of 2024


ATTY. MA. CLEOFE L. JAIME
NOTARY PUBLIC
UNTIL DECEMBER 31, 2025
ATTORNEY'S ROLL NO. 27802
IBP OR NO. 414661/JAN. 10, 2024
PTR NO. PC 8453863/JAN. 03, 2024/PASAY CITY
Commission No. 24-21 (EXPIRED DECEMBER 31, 2025)
MCLE No. VI-0018402 ISSUED ON MAY 20, 2022
VALID UNTIL 14 APRIL 2025
OFFICE ADDRESS- STALL #1 NG. 54 A ARNAIZ AVE., LIBERTAD, PASAY CITY