

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

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this 30 day of APR 30 2021, 2021 in the City of Pasay and between:

THE DEPARTMENT OF FOREIGN AFFAIRS (DFA, the Department), with office address at 2330 Roxas Blvd., Pasay City, represented herein by **MR. ERNESTO C. ABELLA**, Head of Procuring Entity and Undersecretary for Strategic Communications and Research, 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 **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 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** warrants that it is duly authorized to engage in the business of providing consulting services and that it has the capacity to render services in connection with the foregoing 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 42-21 dated 30 April 2021 (ANNEX "B") and made 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 in connection with the Subscription, Operation, and Maintenance of the Learning Management System (LMS) (the LMS Services).

ARTICLE II

Roles and Responsibilities

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

1. Provide administrative and logistical support for the required training and meetings, among others, for the LMS Services.
2. Coordinate meetings with DFA staff, as and when needed.

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

1. Provide the LMS Services

The LMS Services shall comply with the following specifications:

1.1. Functionality

Similar to the running LMS of the Department, the LMS must maintain the necessary e-learning functions and tools needed for the DFA Online Courses it houses. It should contain the tools the content experts will need to deliver asynchronous online courses to the DFA's target audience.

1.2. Users and Cloud Storage

The LMS must cater to 4,000 users and provide 100 GB cloud storage. The users are DFA personnel who have been identified and authorized to take the DFA Online Courses.

1.3. Hosting and Storage

The LMS must provide cloud hosting, including its maintenance and updates, throughout the duration of this Agreement. The LMS must provide constant uptime and must resolve any major technical outage within 24 hours from receipt of the report thereof.



1.4. Maintenance and Support

The LMS provider shall provide the contact details for any technical problems and concerns encountered by the First Party, which should be accessible during working hours (Monday to Friday 8am-5pm).

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

ARTICLE III

Effectivity and Duration


 This **Agreement** shall take effect upon the signing of the **Parties** hereto and shall remain in force until April 29, 2022.

ARTICLE IV
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 **one million one hundred fifty thousand pesos only (Php 1,150,000.00) (LMS Services Fee)** to the Second Party, which shall cover the following LMS Services:

For (1) one year LMS Subscription	Php 500,000.00
For (1) one year LMS Operations and Maintenance	Php 650,000.00

The foregoing LMS Services Fee also includes:

1. Professional fees and all other costs and charges related to the LMS Services.
2. Taxes due and payable by the Second Party in connection with this **Agreement**.

The LMS Services Fee shall be payable on or December 29, 2021, in accordance with applicable regulations for Government payment of obligations.

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.

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.


ARTICLE V
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 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.

ARTICLE VII 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 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 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.
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.
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.

ARTICLE IX Effectivity

This Agreement shall take effect upon the signing of the Parties hereto and shall remain until April 29, 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.

IN WITNESS HEREOF, the Parties through their duly authorized representatives have hereunto affixed their signatures on this ____ day of APR 30, 2021 at Pasay City, Philippines.

**BURI TECHNOLOGIES,
INC.**
BY:


AGNO VIRGILIO S. ALMARIO
Chief Executive Officer

**THE DEPARTMENT OF FOREIGN
AFFAIRS**


ERNESTO C. ABELLA
Head of Procuring Entity and Undersecretary

Signed in the Presence of:


MERSOLE J. MELLEJOR
Officer-in-Charge
Human Resources Management Office


FELISA F. MACARAIG
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 APR 30 2021, 2021 personally appeared **MR. ERNESTO C. ABELLA**, 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 seven (7) 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
ERNESTO C. ABELLA			
AGNO VIRGILIO S. ALMARIO	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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Series of 2021


ATTY. JOVINO R. ANGEL
NOTARIAL COMMISSION NO. 19-37
NOTARY PUBLIC FOR AND WITHIN PASAY CITY
UNTIL DEC. 31, 2021
SUITE 1 WINTH HOUSE
170 VILLARUEL ST., PASAY CITY M.M.
ROLL NO ATTORNEY'S NO. 28761
PTR NO. 73611200/1-4-2021 PASAY CITY
IBP NO. 141069/1-4-2021 PASAY CITY
MCLE COMPLIANCE VI-002244/4-4-19
ADMITTED TO THE BAR ON APRIL 21, 1978