

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

PHILIPPINE DEPOSIT INSURANCE CORPORATION, a government instrumentality created and existing under and by virtue of RA 3591, as amended, with principal office address at PDIC Building, 2228 Chino Roces Avenue, Makati City, represented herein by its Vice President for Administrative Services, **NINA NOREEN A. JACINTO**, and hereinafter referred to as "**PDIC**"

- and -

TECHNNOLOGY RESOURCE CENTER, a government-owned and-controlled corporation under the administrative supervision of the Department of Science and Technology (DOST) with principal office address at Jacinta Building 2 EDSA Guadalupe Nuevo, Makati City, represented hereinafter by its Officer-in-charge **ASSISTANT SECRETARY RAYMUND E. LIBORO**, and hereinafter referred to as "**TRC**"

WITNESSETH, that:

WHEREAS, Republic Act No. 10121, otherwise known as the Philippine Disaster Risk Reduction and Management Act of 2010 mandated the National Disaster Risk Reduction and Management Council (NDRRMC) to tap and use various forms and media to make weather information readily and constantly available to the general public;

WHEREAS, the DOST being a member of the NDRRMC, the DOST Secretary in his Special Order No. 322 has tasked the Philippine Atmospheric Geophysical and Astronomical Services Administration (PAGASA) and the TRC with the communication and information component of the Weather Hazards Information Program (WHIP) in close coordination with other DOST agencies and institutes;

WHEREAS, Republic Act No. 10535 or the Philippine Standard Time (PhST) Act of 2013 provides that all offices of government, both national and local are required to display, install, operate, and maintain synchronized time devices with PAGASA's PhST;

WHEREAS, PAGASA was designated by the law and its implementing rules to be the country's official time keeper and for this purpose operates an atomic clock that maintains precise synchronization with PhST;

WHEREAS, TRC, as DOST's corporate arm, which is entrusted to pursue the commercialization of technologies developed and supported by the DOST and its attached agencies including PAGASA, has caused the development of a Digital LED clock, named Juan Time clock with integrated Global Positioning System (GPS) receiver and antenna and Global System for Mobile (GSM) communication module with its own Subscriber Identification Module (SIM), converged the mandates of RAs 10121 and 10535 into one product that is capable of reliably synchronizing and displaying the PhSt;

WHEREAS, the said product can receive and display messages from authorized sources and can be the medium to provide the general public with weather updates and weather-related warnings, which may mitigate, if not avoid, the dire consequences of natural disasters;

WHEREAS, to realize the aforesaid mandates and to assert its role as the corporate arm of DOST, TRC shall introduce to/encourage all local government units, government agencies and instrumentalities to properly display PhST time pieces, clocks and devices in their respective localities and offices in public and conspicuous places;

WHEREAS, PDIC is willing to support the implementation of RAs 10121 and 10535 and to provide the said basic public services and facilities that accompanied the compliance of the provisions stated in the Acts for the benefit of its employees;

WHEREAS, PDIC, endeavouring to strengthen further its disaster information and preparedness program, has expressed the need to TRC to provide it with the Juan Time clocks;

WHEREAS, the parties hereby desire to jointly ensure and attain compliance with RAs 10121 and 10535 and in furtherance thereof gain access to the critical weather bulletins available in PAGASA;

NOW THEREFORE, premises considered, the parties agree as follows:

I. RESPONSIBILITIES

A. The TRC shall:

1. Provide PDIC with eight (8) units of Juan Time clocks with the following minimum specifications and terms;
 - 1.1. PhST LED digital timepieces of clock and devices with dual function as message board
 - 1.2. Two liner LED display board
 - 1.3. Can display PhST (via PAGASA NTP and GPS) and Message/announcements simultaneously or consecutively with Notification sound/alarm (via GSM)
 - 1.4. Mobile connectivity/ Mobile Application compatible with MS Windows, Google Android
 - 1.5. Suitable for outdoor and indoor (weather proof) IP 65/67 metal enclosure, powder coated
 - 1.6. Basic dimension: L0.96 m x W0.14 m x H0.32 m, Weight: 14kg.
 - 1.7. LED color: choice of red, blue and amber
 - 1.8. Nominal display height of 3.75 in for time and 3.75 in for messages
 - 1.9. One (1) year warranty
 - 1.10. Nationwide after sales support availability
 - 1.11. Integrated software with PAGASA weather forecasting;
 - 1.12. HH:MM:SS time display (hour: minute: second)
 - 1.13. 24 hour time format (factory programmable)
 - 1.14. Wall mounting brackets
 - 1.15. 220 v AC, 40 to 90 watts
2. Conduct user training for personnel to be identified by PDIC covering control, usage, display guidelines and basic maintenance;
3. Provide maintenance service in accordance with the prescribed warranty period;
4. Include PDIC in its media campaign promoting compliance with PhST Act of 2013;
5. Enrol PDIC's Juan Time clock GSM numbers in its server as a critical weather bulletin priority recipient;

B. The PDIC shall:

1. Identify the number of Juan Time clocks it needs as required by the PhST Act of 2013.
2. Pay the price of the Juan Time clocks delivered by the TRC and duly received by PDIC, at the rate or P27,600.00 per unit and shoulder its installation at strategic locations in its premises in accordance with the provisions prescribed by the PhST Act of 2013;
3. Shoulder the cost of maintaining the load balance of SIMs of PDIC's chosen network used by the Juan Time clocks in PDIC's area of responsibility for the continued communications between PDIC to the Juan Time clock messaging system vis-à-vis PAGASA's weather updates/bulletin to be displayed in the Juan Time clock/s;
4. Report to TRC if there are discrepancies in time displays in the Juan Time clocks provided to them;

II. TERM OF THE CONTRACT

This Agreement shall take effect upon signing by the parties hereto and shall be binding for a period of one (1) year from the delivery of the units or until the warranty period of **one (1) year** is in effect, whichever comes later.

This Agreement may be renewed upon mutual consent by the parties in writing. Should either party decide not to renew this agreement for any cause, a six (6) month notice shall be served to the other party before the expiration of this MOA.

All future transactions in relation hereof shall be governed by this Agreement and made integral parts hereof;

III. TERMINATION OF THE AGREEMENT

This Agreement once signed by the parties shall remain in full force and effect for the duration stated herein unless sooner terminated by the parties for justifiable reasons or grounds that will cause prejudice to the successful implementation of the Agreement as duly determined by both parties.

Any of the parties has the option to propose to amicably pre-terminate the Agreement provided that the formal written notice of such intention is properly received and acknowledged by the other party at least (6) months before the proposed pre-termination. The pre-termination shall be approved in writing by the parties herein.

IV. OTHER PROVISIONS

1. **AMENDMENT:** Any amendment or modification to this Agreement shall be mutually agreed, executed in writing, and signed by the authorized representative of each party.
2. **SEPARABILITY:** If any part or provision of this Act is held invalid or unconstitutional, other provisions not affected thereby shall remain in full force and effect.
3. **NOTICE OR REQUEST:** Any formal notice or request required to be given hereunder shall be deemed to have been sufficiently given when served personally or sent by registered mail addressed to the parties at the addresses set forth in this Agreement, or transmitted via facsimile or e-mail.
4. **FORCE MAJEURE:** No party shall be responsible for any delay or failure in the performance of any of its obligations under this Agreement to the extent that such as delay or failure is caused by *force majeure*. "*Force Majeure*" shall mean any event or circumstance beyond the reasonable control of the party which renders the performance of said party's obligations illegal or impracticable, including but not limited to, acts of God, acts of any governmental body or public enemy, war, civil commotion, strikes, riots, embargoes, or other concerted acts of workers, fire, explosion, sabotage, or any other cause, circumstance, or contingency, whether of a similar or dissimilar nature to the foregoing, without fault or negligence and beyond such party's control, which prevents or hinders the performance by any party of any of its obligations hereunder.

Promptly upon occurrence of any event of *force majeure*, which affects performance under this Agreement, the affected party shall notify the other party, specifying the nature of the event, the effect of the event on the party's performance and the estimated duration thereof. Upon such notice, the affected party may cancel or delay performance of its obligations hereunder with proper notice to the other party, for so long as such performance is delayed by *force majeure* and in such event the affected party shall have no liability to the other party. Upon cessation of the *force majeure*, the party in delay shall notify the other party of such cessation, and performance of obligation should ensue, if cancellation has not been effected.

If the *force majeure* continues unabated for the period of thirty (30) days, any party shall have the right to terminate this Agreement, and the rights and obligations of the parties shall be resolved either by mutual agreement or by applicable law.

In the event that TRC encounters delay in the delivery for reasons beyond its control, TRC shall promptly notify PDIC or vice versa of the extension of time necessary for the start / completion of the Agreement, which notice of delay shall be done in writing.

5. **SETTLEMENT OF DISPUTES:** In the event of any dispute, controversy or differences arising out of or in connection with this Agreement (including, without limitation, to questions of interpretation, application or implementation of these provisions and questions arising out of valuations, appraisals or other controversies which may be collateral, incidental, precedent or subsequent to issue among the parties), the same shall be amicably settled by mutual consultations within sixty (60) days after written notice thereof has been given by the complaining party. Should the parties


fail to agree within the said period of time, the matter shall be settled in accordance with the Administrative Code of 1987.

6. **GOVERNING LAW:** This Agreement shall be construed under and governed by the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ... day
2014 in _____.

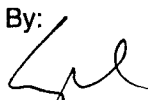
TECHNOLOGY RESOURCE CENTER

By:


RAYMUND E. LIBORO
Assistant Secretary and Officer-in-Charge
TIN: _____

PHILIPPINE DEPOSIT INSURANCE CORPORATION

By:


NINA NOREEN A. JACINTO
Vice President for Administrative Services
TIN: _____

SIGNED IN THE PRESENCE OF:


GLENN B. SANTOS
Deputy Director General, TRC


JESUS MA. JOSE LL. BORJA

CERTIFICATION

This is to certify that pursuant to PDIC Board Resolution No. _____ dated _____, the amount of ~~TWO HUNDRED TWENTY THOUSAND EIGHT HUNDRED~~ ^{TWO HUNDRED TWENTY} Pesos (P~~220,800.00~~), Philippine Currency, has been set aside and made available in the Corporate Operating Budget (COB) of the PDIC for the year 2014 to cover the implementation of the approved Memorandum of Agreement for the year 2014. The remaining amount of the contract, if any, shall be made available in the COB of the PDIC for the succeeding year.


IRENE DL. ARROYO
Vice President- Treasury Group

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

San Juan City) S. S.

BEFORE ME, this 28 day of Oct, 2014, personally appeared:

| NAME | IDENTIFICATION | DATE & PLACE ISSUED |
|----------------------------------|-------------------------|-----------------------------|
| <u>Technology Resouce Center</u> | <u>TIN 000-092-197</u> | |
| <u>Raymund E. Liboro</u> | <u>DL#NO2-88-095703</u> | <u>Exp.date: 10/19/2016</u> |

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed and the voluntary act and deed that of the entity he represents, and that he is duly authorized for the purpose.

This document consists of six (6) pages including the page this document is signed and notarized.

WITNESS MY HAND AND SEAL on the date and place above written.

NOTARY PUBLIC

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Maria Theresa E. Patula
MARIA THERESITA E. PATULA
Notary Public
Serial No. of Commission 135 (2014-2015)
Commission expires on 12-31-2015
Roll of Attorney's No. 53971
IBP No. 725713 PTR No. 708201
01-07-14 01-07-14

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S. S.

BEFORE ME, this ____ day of **NOV 17 2014** 2014, personally appeared:

| NAME | IDENTIFICATION | DATE & PLACE ISSUED |
|-------------------------------|-------------------------|---------------------|
| <u>PDIC</u> | <u>TIN 000-488-662</u> | |
| <u>Nina Noreen A. Jacinto</u> | <u>PDIC ID NO. 1224</u> | |

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is her free and voluntary act and deed and the voluntary act and deed of the entity she represents, and that she is duly authorized for the purpose.

This document consists of six (6) pages including the page this document is signed and notarized.

WITNESS MY HAND AND SEAL on the date and place above written.

NOTARY PUBLIC



ATTY. MA. FRECELYN P. MEJIA-HAW
Notary Public for Makati City, Philippines
Appointment No. 81-285 until 31 December 2014
P. O. No. 43 194 / IsP Ltr. No. 08398
6th FLS Bldg., Ayala Avenue, Makati City

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