



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

To exit full screen, move mouse to top of screen or press [F11]

I.2. establishes linkages with the local/national/international agencies for funding support and assistance.




**POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT**

Linkages established with Research agencies/institutions

Agency/ Institution	Address	Level	Nature of Assistance
DOST-PCIEERD	DOST-NCR Building, Dost Compound, General Santos Avenue, Bicutan, Taguig, 1631 Metro Manila	National	With MOA
DOST-NCR	Taguig, Metro Manila	National	With MOA
Salinas Food Corporation	Metro, Manila	National	With MOA
DOST – MIRDC	MIRDC Compound Gen. Santos Ave. Bicutan 1631, Taguig, Metro Manila	National	Grant in aid
MMIEERDC	DOST-NCR Building, DOST Compound, Gen. Santos Ave. Bicutan, Taguig City	National	Grant in aid

Prepared by:


Kennedy Salud
Research, Student Assistant

Noted by:


Dr. Ginno Andres
Director, Intellectual Property Management Office

FB 5.2



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

Republic of the Philippines
DEPARTMENT OF SCIENCE AND TECHNOLOGY
PHILIPPINE COUNCIL FOR INDUSTRY, ENERGY AND EMERGING
TECHNOLOGY RESEARCH AND DEVELOPMENT
4th and 5th Levels, Science Heritage Building, Bicutan, Taguig City

MEMORANDUM OF AGREEMENT

Project Title: *Novel Material as Anode Cathode Electrode for Power Generator Al-Air Reactor*

PCIEERD Project No.: 07319

KNOWN ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between:

The **PHILIPPINE COUNCIL FOR INDUSTRY, ENERGY AND EMERGING TECHNOLOGY RESEARCH AND DEVELOPMENT (PCIEERD)**, a government agency under the Department of Science and Technology (DOST) created pursuant to the approved rationalization plan in accordance with the provision of Executive Order No. 366, hereinafter referred to as "**DOST-PCIEERD**", the Funding/Monitoring Agency, with principal office at 4th and 5th Levels, Science Heritage Building, Bicutan, Taguig City, Metro Manila, Philippines represented in this Agreement by its Executive Director, **DR. ENRICO C. PARINGIT**;

-and-

The **POLYTECHNIC UNIVERSITY OF THE PHILIPPINES**, a state university governed by the Board of Regent in accordance with provision of Presidential Decree No. 1341, hereinafter referred to as **UNIVERSITY** with main address at A. Mabini Campus, Anonas Street, Sta. Mesa Manila represented in this Agreement by its President, **DR. EMANUEL C. DE GUZMAN**, herein referred to as the Implementing Agency.

WITNESSETH:

WHEREAS, the above-mentioned research and development (R&D) project hereinafter referred to as the Novel Material as Anode and Cathode Electrode for Power Generator Al-Air Reactor has been thoroughly evaluated by **DOST-PCIEERD** and was duly approved by the **PCIEERD Governing Council** in its 93rd meeting on 08 April 2019 through GC Resolution No. 27, series of 2019;

NOW THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** hereby agree to the following terms and conditions:



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
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COMPUTER ENGINEERING DEPARTMENT

I. OBJECTIVES OF THE PROJECT

1. To develop a novel material as anode electrode for Aluminum-air-based battery
2. To characterize the developed electrode physical and electrochemical property
3. To design and fabricate a working prototype Al-air-based battery pack utilizing the developed anode electrode so as to evaluate its energy generation performance.
4. To test the developed Al-air-based battery pack for actual utilization as battery for electric bicycle, smart phone charger and battery for DC lighting system

II. OPERATION OF THE PROJECT

The Project shall be undertaken by the **UNIVERSITY** in accordance with the approved project proposal (made part hereof as Annex "A") and the Revised DOST-GIA Guidelines (A.O. 009 S. of 2017).

III. FUNDING ASSISTANCE

The **DOST-PCIEERD** shall provide grant in the amount of Ten Million Three Hundred Twenty Nine Thousand Six Hundred Forty Six Pesos (Php 10,329,646.00) for two (2) years with an initial Year 1 grant of Seven Million Four Hundred Ninety Seven Thousand Three Hundred Twenty Three Pesos (Php 7,497,323.00) to be expended based on the scheduled release of funds and as allocated in the approved Project Line-Item Budget (made part hereof as Annex "B"). Guidelines on the Grants-in-Aid Program as may be determined by the **DOST-PCIEERD** shall govern the implementation of the Project.

The activities, operation of books of accounts and records of the projects shall be subject to reasonable inspection by authorized representatives of **DOST-PCIEERD**. The **DOST-PCIEERD** reserves the right to discontinue the projects or its assistance at any time for cause as determined by the **DOST-PCIEERD**, to include but not be limited to, violation of the Grant Agreements, fraud or falsity in the **UNIVERSITY**'s warranties and representation as provided by the proponent or upon determining that the results which were obtained or reasonably expected do not justify further activity.

All income/interest derived from the program/projects, if any, and all unexpended balance shall be reported immediately and remitted to **DOST-PCIEERD** by the **UNIVERSITY** after the termination of the program/projects.

IV. PROJECT DURATION

The Project shall be completed within a period of twenty four months with the Year 1 implementation covering the period **01 June 2019** to **31 May 2020**. Parties shall agree on the starting date of implementation, which shall not be later than the date of receipt of funds by the **UNIVERSITY**.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
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V. FUND RELEASE AND UTILIZATION

The financial grant shall be released by the **DOST-PCIEERD** to the **UNIVERSITY**, subject to applicable rules and regulations and availability of funds.

The **UNIVERSITY** shall abide by the applicable rules and regulations on disbursement and utilization as mandated by the **DOST-PCIEERD** and existing government accounting and auditing rules and regulations, to include in particular but not be limited to, rules on direct and indirect costs.

VI. PROJECT PROPERTIES

Project References: Mention of above-stated project in any and all publication, literature and information material in whatever media form shall state reference to the **DOST-PCIEERD** as project Funding/Monitoring Agency, and **UNIVERSITY** as the Implementing Agency. Failure on the part of any party to comply with this provision shall be ground for written documented protest; further, repeated non-compliance with this provision by one party shall allow the aggrieved party to inform affected third parties in writing and require proper attribution through publication, with cost charged against the offending party.

Intellectual Property (IP): Ownership and utilization of IPs and Intellectual Property Rights (IPRs) resulting from the project shall be governed by the Philippine Technology Transfer Act of 2009. The **UNIVERSITY** and the Project Leader acknowledge that they have read, understood and hereby agree to be bound by the provisions of the said Act. In case of conflict with other laws, rules or regulations, the said Act shall prevail.

Records of Equipment: The Property Officer/s of the **DOST-PCIEERD** and **UNIVERSITY** shall maintain a complete and updated record of all equipment purchased out of the grant funds. Inventory of equipment shall be conducted by the **DOST-PCIEERD** during the implementation of the project.

Ownership of Equipment: The **DOST-PCIEERD** shall initially own all equipment, including but not limited to the fabricated equipment, under its account until it may deem fit to transfer the same to other projects or implementing institutions, subject to existing government accounting and auditing rules. The **UNIVERSITY** shall be accountable for the equipment duly receipted until the physical transfer/donation or disposition of ownership, as determined by the **DOST-PCIEERD**.

Upon request, the ownership of equipment may be transferred subject to the approval from **DOST-PCIEERD**. The **DOST-PCIEERD** reserves the right to transfer ownership of such government equipment subject to existing government accounting and auditing laws, rules and regulations.

VII. ACCOMPLISHMENT AND FINANCIAL REPORTS

The **UNIVERSITY** shall submit to the **DOST-PCIEERD** all technical and financial reports as mandated by the **DOST-PCIEERD**, pursuant to applicable rules and regulations. The



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UNIVERSITY shall likewise acknowledge the assistance of the DOST-PCIEERD in relevant project-related activities.

VIII. GENERAL PROVISIONS

Amendment: This Agreement may only be amended in writing and by mutual consent of both parties.

Authority to Sign: Each person signing this agreement represents and warrants that he/she is duly authorized to sign this agreement. In the unlikely event that the person signing for the other party is not authorized to do so, the latter agrees to hold the other party/ies harmless for any cause or consequence of the absence/lack of authority to sign.

Arbitration: All disputes arising between and among the parties as to interpretation, operation or effect of any clause in the Agreement or any other difference between the parties shall first be resolved amicably. In case of failure, the Rules on Alternative Dispute Resolution (ADR) between national government agencies under Republic Act No. 9285 shall apply.

Indemnification: Each party shall indemnify, hold free and harmless, and defend at its own expense the other party/ies from and against all suits, claims, demands, and liabilities of any nature or kind, arising out of acts or omissions of the former, in the performance of any activity in connection with the program/project, including those that may be initiated by its employees, workers, agents, subcontractors, or by any other entity or persons against said party by reason of or in connection to the program/project.

Venue: The parties further agree that in case of legal action requiring court litigations that may arise in the enforcement of this Agreement, the venue of court litigation shall be in the Court of Competent Jurisdiction sitting in Taguig City only.

Separability Clause: If any part or provision of this Agreement is held invalid or unconstitutional, the other provisions not affected thereby shall remain in force and in effect.

IX. COMPLIANCE WITH LAWS AND POLICIES

The UNIVERSITY shall comply with the provisions of the Philippine Technology Transfer Act of 2009 (Republic Act No. 10055) and its Implementing Rules and Regulations (Joint DOST-IPO Administrative Order No. 02-2010), Guidelines on Intellectual Property Valuation, Commercialization and Information Sharing (Joint DOST-DTI-IPOPHL A.O. No. 001 s. 2012), DOST Intellectual Property Policy (DOST A.O. No. 004 s. 2015), Technology Transfer Protocol (DOST A.O. No. 009 s. 2015), Intellectual Property Management Protocol (DOST A.O. No. 004 s of 2016), Guidelines on the Constitution of the Fairness Opinion Board (FOB) and the Issuance of Fairness Opinion Report (FOR) under R. A. No. 10055 (DOST Memorandum Circular No. 003 s. of 2015), Guidelines on the Fast-Tracked Issuance of FOR under R. A. No. 10055 (DOST M. C. No. 007, s. of 2016), Adoption of the DOST Data Sharing Policy (DOST A. O. No. 003 s. of 2015) and its Implementing Guidelines, the DOST Administrative Order No. 009 Series of 2017 (Revised DOST-GIA Guidelines) and other government laws, rules and policies as applicable.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

IN CONSIDERATION of the mutual covenant set forth above, witness our signatures
this _____ day of _____, 2019, at _____, Philippines.

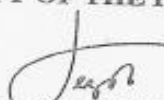
Funding/Monitoring Agency:

**PHILIPPINE COUNCIL FOR INDUSTRY, ENERGY, AND EMERGING
TECHNOLOGY RESEARCH AND DEVELOPMENT COUNCIL**

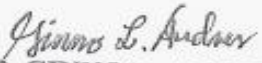

DR. ENRICO C. PARINGIT
Executive Director, DOST-PCIEERD

Implementing Agency:

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES – STA. MESA


DR. EMANUEL C. DE GUZMAN
President, PUP- Sta. Mesa

WITNESS:


DR. GINNO L. ANDRES
Project Leader, PUP – Sta. Mesa


NONILO A. PEÑA
Chief SRS, DOST-PCIEERD

Certified Funds Available:


MARISSA G. DALAY
Chief Accountant, DOST-PCIEERD



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

ACKNOWLEDGEMENT

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

BEFORE ME, A Notary Public for and in the City of TAGUIG CITY this 02 JUL day 2019
of _____ personally appeared:

	Government Issued Identification	Date/Place Issued
ENRICO C. PARINGIT	Passport #: SO014341A	18 March 2019/DFA Manila
EMANUEL C. DE GUZMAN	Passport #: PUP # 71004	MANILA 9/19/12
GINNO L. ADDRESS	Passport #: P7987580A	18 JULY 2018/DFA Manila

Known to me as the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent.

This instrument, consisting of six (6) pages, including this page whereon this Acknowledgment is written, are signed by the parties together with their instrumental witnesses one each every page thereof

TO THE TRUTH OF FOREGOING, witness now my hand and seal on the date and place first above written.

Doc. No. 159
Page No. 93
Book No. X
Series of 2019

RACHEL GINAYAN W. COPANUT-PANGWI
NOTARY PUBLIC UNTIL DEC. 31, 2019
Notarial Commission Appt. No. 19 (2018-2019)
#22 Gen. Santos Ave., Lower Bicutan, Taguig City
PTR NO. A-4248764/1-3-19, Taguig City
IBP O.R. No. 056215/12-06-18, RSM
MCLE Comp. No. VI-0019686/3-1-2019
ROLL NO. 61627



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into in the City of Manila, Philippines by and between

SALINAS FOODS INCORPORATED, with office address at 33 Scout Rallos Street, Quezon City represented by its Operation Manager, **GERARD C. KHONGHUN**, hereinafter referred to as SALINAS.

- and -

LIGHT WEIGHT CONVEYOR CARRIER THESIS TEAM FROM THE POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a group of Mechanical Engineering students, represented by its leader, **CARL MAYNARD D. BEQUILLO**, hereinafter in partial requirement for the subject Project Study 1.

WHEREAS, **SALINAS** in its concern to enhance the knowledge, skills, attitudes, and values of prospective business professionals, has agreed to provide fund for the sponsorship of the Mechanical Engineering students of the Polytechnic University of the Philippines in the manner of allowing the use of facilities, equipment and research materials involved in the project.

WHEREAS, **LIGHT WEIGHT CONVEYOR CARRIER TEAM** has instituted the Sponsorship Program, under which students of the university's Management and Organization Department undergo a Thesis Partnership with **SALINAS** as part of the students' effort to comply with their subject curriculum.

NOW, therefore, for and in consideration of the foregoing premises, **SALINAS** and **LIGHT WEIGHT CONVEYOR CARRIER TEAM** hereby agree on and stipulate the following:

A. TERMS AND AGREEMENTS

1. Provided that the research team design a machine capable of carrying and moving the Light Weight Conveyor from the large salt bed which is use during harvest season , the **SALINAS** shall provide the fund for the computed budget needed in order to fabricate the machine. The team shall aim to design and build a machine capable of transporting the Light Weight Conveyor operated by one (1) person.
2. The intellectual property of the Light Weight Conveyor Carrier thesis and the product can be use and improve by the **SALINAS** without the need of the permission of the researchers.
3. In case the **LIGHT WEIGHT CONVEYOR CARRIER TEAM** jointly creates intellectual property with a person employed by **SALINAS** the intellectual property shall belong to the **LIGHT WEIGHT**



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CONVEYOR CARRIER TEAM and the SALINAS jointly in equal shares, unless the parties agree on a different proportion of ownership.

4. **LIGHT WEIGHT CONVEYOR CARRIER TEAM** through the faculty advisers shall see to it that the student interns complete the agreed scope of work within the agreed duration of the program;
5. Any intellectual property owned by the parties prior to this agreement shall continue to be owned by them. The **LIGHT WEIGHT CONVEYOR CARRIER TEAM** cannot use any confidential information or data from the company to create intellectual property without the express written approval of the company;
6. It is expressly understood by **LIGHT WEIGHT CONVEYOR CARRIER TEAM** that all the necessary information that **SALINAS** shall make available to them in order to build the machine shall be used for the sole purpose of thesis research program. All of these matters are classified as confidential in nature and proprietary to **SALINAS** and the **LIGHT WEIGHT CONVEYOR CARRIER TEAM** hereby undertake to prevent transfer of such information by any of its members to any party outside of **SALINAS** without the knowledge and written consent of the company. The research team hereby acknowledges these conditions and therefore agrees.
7. Provided that the machine was built, the **SALINAS** agrees that the product can be display in an exhibit to comply with the **LIGHT WEIGHT CONVEYOR CARRIER THESIS TEAM** subject curriculum.

B. DURATION

This AGREEMENT shall hold for the duration of the 2018-2019 Academic School Year of **LIGHT WEIGHT CONVEYOR CARRIER TEAM**, provided that **SALINAS** and the research team reserve their respective rights to withdraw their participation in the agreement upon written notice.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this in Manila, Philippines.

BY:

SALINAS FOOD INCORPORATED

GERARD C. KHONGHUN

Operations and Research Manager

THESIS TEAM FROM THE POLYTECHNIC
UNIVERSITY OF THE PHILIPPINES

CARL MAYNARD D. BEQUILLO

Research Team Leader



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
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Signed in the presence of:

KAREN GRACE V. MAGANA

Research Team Member

CHRIS DAVID A. PABITO

Research Team Member

GLENJAY P. QUIDES

Research Team Member

JENA C. STA ANA

Research Team Member

HANNIVAL D. TAN

Research Team Member

Handwritten initials: KGM



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

ACKNOWLEDGMENT

Republic of the Philippines)
City of CITY OF MANILA S.S.

BEFORE ME, a Notary Public, for and in the City of CITY OF MANILA this ____ day
of ____ 2019. Personally appeared:

APR 03 2019

	Valid Proof of Identity	Issues at/on
_____	_____	_____
_____	_____	_____
_____	_____	_____

Known to me to be the same persons who executed this instrument and acknowledged the same to me as their free and voluntary act and deed, and of the entities they respectively represent.

This document consists of four (4) pages including the page where this Acknowledgement is written, and the parties signed at the left margin of each and every page hereof.

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

Notary Public

Doc. No. 387 ;
Page No. 79 ;
Book No. 77 ;
Series of 2019

ATTY. EDWIN R. VILLA
NOTARY PUBLIC
COMMISSION NO. 2010-069
UNTIL DECEMBER 31, 2019
3232 RAMON MAGSAYSAY BLVD.,
STA. MESA, MANILA
ROLL NO. 52087
IBP NO. 057956 / 12-27-18/PPLM
PRT NO. 5020031 / 12-27-18/MANILA
MCI E COMPLIANCE NO. V-0019717 / 4-22-16



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

NOW, therefore, for and in consideration of the foregoing premises, SALINAS and SALT BLOCK TEAM hereby agree on and stipulate the following:

A. TERMS AND AGREEMENTS

1. Provided that the research team designed a machine capable of producing a salt block weighing five (5) kilograms using the various formulations of a salt block, the SALINAS shall provide the computed budget needed in order to fabricate the machine. The team shall aim to design and build a machine capable of producing 1 block in a minute operated by one (1) person.
2. The intellectual property of the Salt Block Thesis and the product can be already used and improved by the SALINAS without the need of the permission of the researchers.
3. In case the student-intern jointly creates intellectual property with a person employed by SALINAS the intellectual property shall belong to the student intern and the SALINAS jointly in equal shares, unless the parties agree on a different proportion of ownership.
4. SALT BLOCK TEAM through the faculty advisers shall see to it that the student interns complete the agreed scope of work within the agreed duration of the program;
5. Any intellectual property owned by the parties prior to this agreement shall continue to be owned by them. The student-intern cannot use any confidential information or data from the company to create intellectual property without the express written approval of the company;
6. It is expressly understood by SALT BLOCK TEAM that all the necessary information that SALINAS shall make available to them in order to build the machine shall be used for the sole purpose of thesis research program. All of these matters are classified as confidential in nature and proprietary to SALINAS and the SALT BLOCK TEAM hereby undertake to prevent transfer of such information by any of its members to any party outside of SALINAS without the knowledge and written consent of the company. The research team hereby acknowledges these conditions and therefore agrees.
7. Provided that the machine was built, the SALINAS agrees that the product can be display in an exhibit to comply with the SALT BLOCK THESIS TEAM subject curriculum.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into in the City of Manila, Philippines by and between

SALINAS FOODS INCORPORATED, with office address at 33 Scout Rallos Street, Quezon City represented by its Operation Manager, **GERARD C. KHONGHUN**, hereinafter referred to as SALINAS.

- and -

SALT BLOCK THESIS TEAM FROM THE POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a group of Mechanical Engineering students, represented by its leader, **SUNSHINE M. CALATA**, hereinafter in partial requirement for the subject Project Study 1.

WHEREAS, **SALINAS** in its concern to enhance the knowledge, skills, attitudes, and values of prospective business professionals, has agreed to provide sponsorship to the Mechanical Engineering students of the Polytechnic University of the Philippines in the manner of allowing the use of facilities, equipment and research materials involved in the project.

WHEREAS, **SALT BLOCK TEAM** has instituted the **Sponsorship Program**, under which students of the university's Management and Organization Department undergo a Thesis Partnership with **SALINAS** as part of the students' effort to comply with their subject curriculum.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

B. DURATION

This AGREEMENT shall hold for the duration of the 2018-2019 Academic School Year of **SALT BLOCK TEAM**, provided that **SALINAS** and the research team reserve their respective rights to withdraw their participation in the agreement upon written notice.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this in Manila, Philippines.

BY:

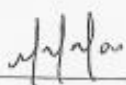
SALINAS FOOD INCORPORATED

**THESIS TEAM FROM THE POLYTECHNIC
UNIVERSITY OF THE PHILIPPINES**



GERARD C. KHONGHUN

Operations and Research Manager



SUNSHINE M. CALATA

Research Team Leader

Signed in the presence of:



MARY JANE R. MORTEL

Research Team Member




KIM ELIMAR E. CABER

Research Team Member




POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT



ALEX ADREL R. BUENAVENTURA

Research Team Member



ANFERNEE YVANDER T. PATRIARCA

Research Team Member



JOHN CARLO P. PONTILLAS

Research Team Member





POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF MANILA)

Subscribed and sworn to before me affiants exhibiting valid proofs of their identity as
Follows:

Name	ID No.	Issued at/on
_____	_____	_____
_____	_____	_____

They acknowledged to me that the foregoing Waiver/ Undertaking was executed in
accordance with their own free will.

NOTARY PUBLIC

Doc No. 302;
Page No. 62;
Book No. 79;
Series No. 2019;

APR 03 2019

Edwin R. Villa
ATTY. EDWIN R. VILLA
NOTARY PUBLIC
COMMISSION NO. 2018-069
UNTIL DECEMBER 31, 2019
3232 RAMON MAGSAYSAY BLVD.,
STA. MESA, MANILA
ROLL NO. 52087
IBP NO. 057958 / 12-27-18/PPLM
PRT NO. 8020831 / 12-27-18/MANILA
MCLE COMPLIANCE NO. V-0019717 / 4-22-16



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT entered into and executed by and among:

The PHILIPPINE COUNCIL FOR INDUSTRY, ENERGY AND EMERGING TECHNOLOGY RESEARCH AND DEVELOPMENT, a government institution created by virtue of Presidential Degree No. 729 with principal address at DOST Compound Gen. Santos Avenue, Bicutan, Taguig, Metro Manila, represented herein by its Officer-In-Charge, Office of the Executive Director, ENGR. RAUL C. SABULARSE, herein referred to as "PCIEERD";

The DEPARTMENT OF SCIENCE AND TECHNOLOGY - NATIONAL CAPITAL REGION, a government agency created and existing under and by virtue of the laws of the Republic of the Philippines, with postal address at DOST Compound, Taguig City, Metro Manila, represented herein by its Regional Director, JOSE B. PATALINJUG III, herein referred to as "DOST-NCR";

The FOOD AND NUTRITION RESEARCH INSTITUTE, a government institution with principal address at DOST Compound Gen. Santos Avenue, Bicutan, Taguig, Metro Manila, represented herein by its Director, DR. MARIO V. CAPANZANA, herein referred to as "FNRI";

The INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE, a government institution with principal address at DOST Compound Gen. Santos Avenue, Bicutan, Taguig, Metro Manila, represented herein by its Officer-In-Charge, Office of the Director, DR. ANNABELLE V. BRIONES, herein referred to as "ITDI";

The METALS INDUSTRY RESEARCH AND DEVELOPMENT CENTER, a government institution with principal address at MIRDC Compound Gen. Santos Ave. Bicutan 1631, Taguig, Metro Manila, represented herein by its Executive Director, ENGR. ROBERT O. DIZON, herein referred to as "MIRDC";

The DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-ECOSYSTEMS RESEARCH AND DEVELOPMENT BUREAU, a government agency with principal address at DENR-ERDB College, Laguna, represented herein by its Director, DR. SOFIO B. QUINTANA, herein referred to as "DENR-ERDB";

The COMMISSION ON HIGHER EDUCATION - NATIONAL CAPITAL REGION, a government agency with principal address at 2nd Floor Higher Education Development Center Bldg. C.P. Garcia Avenue, UP Campus, Diliman, Quezon City, represented herein by its Director, DR. LEONIDA S. CALAGUI, herein referred to as "CHED-NCR";

The RENEWABLE ENERGY ASSOCIATION OF THE PHILIPPINES, an industry association, with principal address at 39-A J.P. Rizal Ext., West Rembo, Makati City represented herein by its Chairperson, EREL B. NARIDA, herein referred to as "REAP";

The ENERGY EFFICIENCY PRACTITIONERS ASSOCIATION OF THE PHILIPPINES, an industry association with principal address at VV Soliven Building, EDSA, San Juan City represented herein by its President, ENGR. RAYMOND MARQUEZ, herein referred to as "ENPAP";

The PHILIPPINE FOOD PROCESSORS AND EXPORTERS, INC., an industry association with principal address at Tycoon Centre Condominium, Pearl Drive, Ortigas, Pasig City, represented herein by its President, ROBERTO C. AMORÉS, herein referred to as "PHILFOODEX";

The ADAMSON UNIVERSITY, a private higher education institution with principal address at 900, San Marcelino St. Ermita, Manila, represented herein by its President, FR. MARCELO V. MANIMTIM, CM, herein referred to as "ADU";

[Handwritten signatures and initials are present throughout the document, including names like F. Sabularse, Jose B. Patalinjug III, Mario V. Capanzana, Annabelle V. Briones, Robert O. Dizon, Sofio B. Quintana, Leonida S. Calagui, Erel B. Narida, Raymond Marquez, Roberto C. Amores, and Fr. Marcelo V. Manimtim.]



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

The ARELLANO UNIVERSITY, a higher education institution with principal address at Legarda St., Sampaloc, Manila, represented herein by its President, FRANCISCO PAULINO CAYCO, herein referred to as "AU";

The COLEGIO DE MUNTINLUPA, a public higher education institution with principal address at Posadas Avenue, Sucat, Muntinlupa City represented herein by its President, DR. TERESITA C. FORTUNA, herein referred to as "CDM";

The DE LA SALLE UNIVERSITY, a private higher education institution with principal address at Taft Avenue, Manila, represented herein by its President, BR. RAYMUNDO SUPLIDO, herein referred to as "DLSU";

The EULOGIO AMANG RODRIGUEZ INSTITUTE OF SCIENCE AND TECHNOLOGY, a public higher education institution with principal address at Nagtahan St. Sampaloc, Manila, represented herein by its President, DR. EDITHA V. PILLO, herein referred to as "EARIST";

The FEATI UNIVERSITY, a private higher education institute with principal address at Helios Street Sta. Cruz Manila, represented herein by its President, DR. ADOLFO JESUS R. GOPEZ, herein referred to as "FEATI";

The LYCEUM OF THE PHILIPPINES UNIVERSITY, a private higher education institute with principal address at Muralla St, Intramuros, Manila, 1002 Metro Manila, represented herein by its President, ATTY. ROBERTO P. LAUREL, herein referred to as "LPU";

The MAPUA UNIVERSITY, a private higher education institute with principal address at 658 Muralla St, Intramuros, Manila, 1002 Metro Manila, represented herein by its President, DR. REYNALDO V. VEA, herein referred to as "MAPUA";

The MARIKINA POLYTECHNIC COLLEGE, a public higher education institution with principal address at 252 Shoe Ave, Marikina, 1800 Metro Manila, represented herein by its President, DR. JOSELITO B. GUTIERREZ, herein referred to as "MPC";

The PAMANTASAN NG LUNGSOD NG MAYNILA, a public higher education institution with principal address at General Luna St, Intramuros, Manila, 1002 Metro Manila, represented herein by its President, DR. MA. LEONORA V. DE JESUS, herein referred to as "PLM";

The PAMANTASAN NG LUNGSOD NG MUNTINLUPA, a public higher education institution with principal address at University Road, Poblacion, Muntinlupa, Metro Manila, represented herein by its President, DR. ELLEN E. PRESNEDI, herein referred to as "PLMUN";

The PHILIPPINE NORMAL UNIVERSITY, a private higher education institution with principal address at 104, Taft Ave, Ermita, Manila, 1000 Metro Manila, represented herein by its Officer-In-Charge, Office of the President, DR. MA. ANTOINETTE C. MONTEALEGRE, herein referred to as "PNU";

The POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a public higher education institution with principal address at Anonas St., Sta. Mesa, Manila, represented herein by its President DR. EMANUEL C. DE GUZMAN, herein referred to as "PUP";

The PHILIPPINE WOMEN'S UNIVERSITY, a public higher education institution with principal address at 1743 Taft Ave, Malate, Manila, 1004 Metro Manila, represented herein by its President, DR. JOSE FRANCISO B. BENITEZ, herein referred to as "PWU";

The RIZAL TECHNOLOGICAL UNIVERSITY, a public higher education institution with principal address at 704 Boni Ave Cor Sacrepante, Mandaluyong, 1550 Metro Manila, represented herein by its President, DR. JESUS RODRIGO F. TORRES, herein referred to as "RTU";

The TAGUIG CITY UNIVERSITY, a public higher education institute with principal address at Gen. Santos Ave., Central Bicutan, Taguig City, represented herein by its Officer-in-Charge, Office of the President, DR. JUAN C. BIRION, herein referred to as "TCU";

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**POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT**

The **TECHNOLOGICAL INSTITUTE OF THE PHILIPPINES**, a private higher education institute with principal address at Aurora Boulevard, Quezon City and 363 P Casal, Quiapo, Manila, 1001 Metro Manila, represented herein by its President, **DR. ELIZABETH Q. LAHOZ**, herein referred to as "TIP";

The **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES**, a public higher education institution with principal address at Ayala Blvd, Ermita, Manila, 1000 Metro Manila, represented herein by its Officer-in-Charge for the Office of the President, **DR. MA. LEONOR F. VALIDOR**, herein referred to as "TUP";

The **TRINITY UNIVERSITY OF ASIA**, a private higher education institute with principal address at 275 E Rodriguez Sr. Ave., Quezon City, represented herein by its President, **DR. WILFRED U. TIU**, herein referred to as "TUA";

The **UNIVERSITY OF SANTO TOMAS**, a private higher education institute with principal address at España Blvd, Sampaloc, Manila, Metro Manila, represented herein by its Rector Magnificus, **FR. HERMINIO V. DAGOHOY, OP, PhD**, herein referred to as "UST";

The **UNIVERSITY THE PHILIPPINES-DILIMAN**, a public higher education institution with principal address at Vidal A. Tan Hall, Velasquez Street, Diliman, Quezon City, Metro Manila, represented herein by its Chancellor, **DR. MICHAEL L. TAN**, herein referred to as "UP-DILIMAN"; and

The **UNIVERSITY THE PHILIPPINES-MANILA**, a public higher education institution with principal address at Padre Faura St, Ermita, Manila, 1000 Metro Manila, represented herein by its Chancellor, **DR. CARMENCITA D. PADILLA**, herein referred to as "UP-MANILA".

Which may collectively be referred to as the "PARTIES"

WITNESSETH

WHEREAS, PCIEERD is mandated to serve as the central agency in the planning, monitoring and promotion of scientific and technological research for application in the industry, energy, and emerging technologies sectors;

WHEREAS, DOST-NCR is committed to the promotion, transfer and commercialization of scientific and technological results that are products of R&D for the development of the industry, energy, and emerging technologies in National Capital Region;

WHEREAS, Research and Development Institutes namely FNRI, ITDI, and MIRDC are mandated to render a variety of services to local industries generating a large pool of technologies while providing technical services to industry. It also committed to provide services or interventions to industry to help modernize the production sector and improve their productivity;

WHEREAS, DENR-ERDB promotes the science-based ecosystem management for sustainable development of industry and energy to achieve sustainable growth;

WHEREAS, CHED-NCR is mandated to ensure and protect academic freedom for the continuing intellectual growth, the advancement of learning and research, the development of responsible and effective leadership, the education of high level professionals, and the enrichment of historical and cultural heritage;

WHEREAS, REAP and ENPAP promotes the development of the energy sector through productive and sustainable utilization of indigenous energy resources;

WHEREAS, PHILFOODEX focuses in the planning, development, and sourcing of raw materials, on research and technology development of world-class quality food products, and on the improvement of manufacturing efficiency and productivity in order to be globally competitive;

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**POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT**

WHEREAS, Colleges and Universities namely ADU, AU, CDM, DLSU, EARIST, FEATI, LPU, MAPUA, MPC, PLM, PLMUN, PNU, PUP, PWU, RTU, TCU, TIP, TUP, TUA, UST, UP-DILIMAN, UP-MANILA, recognize the importance of coordinating the Industry, energy and emerging technology research and development efforts among their respective institutions into a region-wide, inter-agency and inter-institutional cooperation;

WHEREAS, all PARTIES recognize the necessity of establishing an institutional mechanism that will generate cooperation and commitment to manage and coordinate the industry, energy, emerging technology R&D development efforts in National Capital Region;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants, stipulations, and other considerations hereinafter set forth, the PARTIES have agreed as they hereby agree to the following:

I. ROLES AND RESPONSIBILITIES OF MEMBER-AGENCIES

1.1. General

1.1.1. That all PARTIES agree to form the Metropolitan Manila Industry, Energy and Emerging Technology Research and Development Consortium (MMIEERDC); the concept and principles to which it was formed is made an integral part of this agreement;

1.1.2. That all PARTIES with their respective Heads of agency/institution shall commit themselves to the mandate of the consortium and to the purposes to which it was established, to wit:

- 1.1.2.a. Create a mechanism for proper coordination, programming, development, and utilization of resources for related R&D works;
- 1.1.2.b. Foster interagency collaboration and participation between and among the academe, local / national government agencies, and private sector / industry;
- 1.1.2.c. Promote adoption and utilization of R&D output;
- 1.1.2.d. Formulate an R&D Agenda for sectors that will be identified by the Consortium; and
- 1.1.2.e. Generate funding to conduct R&D activities.

1.1.3. That all Heads of agencies/institutions shall comprise the Metropolitan Manila Industry, Energy and Emerging Technology Research and Development Consortium (MMIEERDC) as the highest policy making body of the consortium;

1.1.4. That all PARTIES agree to commit the services of their permanent and alternate representatives herewith attached as ANNEX A, research staff/experts to the consortium;

1.1.5. That all PARTIES agree to utilize and share research facilities and resources in the conduct of collaborative R&D work in the pursuit of its mandate and goal; and

1.1.6. That all PARTIES commit to support the generation and sourcing of R&D fund needed to implement the identified programs and projects of the consortium.

1.2. Specific Responsibilities

1.2.1. PCIEERD shall:

1.2.1.a. Provide an operational fund for the operation of the consortium-until such stage that the consortium is capable of sustaining its operational requirements, subject to the submission and approval of a required project proposal for financial assistance; and

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**POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT**

1.2.1.b. Provide direction on research and development goals and priorities of the consortium.

1.2.2. DOST-NCR, DENR-ERDB and CHED-NCR shall:

- 1.2.2.a. Assist in planning, coordination and implementation of R&D programs/projects/ activities to make them congruent to the Philippine Development Plan or Regional Development Plan;
- 1.2.2.b. Assist in the promotion and utilization of the R&D output via information dissemination, technology fair, technology investment forum and clinic, etc;
- 1.2.2.c. Assist in matching sources of funds both locally and internationally to the member institutions implementing R&D programs and projects; and
- 1.2.2.d. Assist in the provision of other technological services needed by the industry and energy sector.

1.2.3. REAP, ENPAP, PHILFOODEX shall:

- 1.2.3.a. Provide relevant information particularly industry profiles and technological needs of the various industries in their respective municipalities;
- 1.2.3.b. Promote the transfer and adoption of consortium R&D generated technologies to their members; and
- 1.2.3.c. Provide leadership role in establishing linkage and network in the private industries.

1.2.4. FNRI, ITDI, MIRDC, ADU, AU, CDM, DLSU, EARIST, FEATI, LPU, MAPUA, MPC, PLM, PLMUN, PNU, PUP-MANILA, PWU, RTU, TCU, TIP, TUP, TUA, UST, UP-DILIMAN, UP-MANILA, shall:

- 1.2.4.a. Enjoin newly trained researchers to carry out meaningful researches;
- 1.2.4.b. Provide a list of research facilities that can be used for the conduct of Consortium R&D activities;
- 1.2.4.c. Provide a list of experts that can assist by the Consortium on its R&D undertakings;
- 1.2.4.d. Share research facilities and staff for the conduct of collaborative R&D activities;
- 1.2.4.e. Participate in the identification of regional R&D priorities;
- 1.2.4.f. Formulate regional R&D plans and programs;
- 1.2.4.g. Prepare and implement joint R&D proposals;
- 1.2.4.h. Monitor and evaluate projects;
- 1.2.4.i. Conduct training and other shared activities; and
- 1.2.4.j. Provide logistics and venues for joint meeting conferences and dialogues.

II. RIGHTS OF THE PARTIES

- 2.1. That all PARTIES have the right to propose amendments to this Agreement, and the documents derived hereafter, made upon the approval of the other signing PARTIES;
- 2.2. That all concerned PARTIES shall have joint title/rights to all data and research findings derived from jointly undertaken projects; and
- 2.3. That the ownership of all research results and/or findings shall be in accordance to the Technology Transfer Act or Republic Act 10055.

III. REPRESENTATIONS AND WARRANTIES

The PARTIES hereby represent and warrant as follows:

- 3.1. It has full power, authority and legal right to execute and perform its obligations under this Agreement;

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For
 [Signature]
 [Signature]
 [Signature]

Handwritten signatures and notes on the right margin:

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**POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT**

- 3.2. All necessary approvals and other legal action required to authorize the execution, delivery and performance of this Agreement have been obtained or made and are in effect; and
- 3.3. This Agreement constitutes the legal, valid, and binding obligation of said Party, enforceable in accordance with its terms.

IV. CONFIDENTIALITY

- 4.1. The PARTIES hereby unconditionally and irrevocably agree and undertake to, observe the provisions of the Data Privacy Act, to preserve and maintain in utmost confidence all Confidential Information, that may be obtained during the course of implementation of this Agreement;
- 4.2. Without limiting the foregoing, "Confidential Information" shall include but not be limited to statistics, data, source codes, object codes, user manuals, programming manuals, modification manuals, flow charts, drawings, software listings, models, drafts and diagrams in all forms of storage or representation including, but not limited to, documents, loose notes, diaries, memoranda, drawings, photographs, electronic storage and computer print-outs;
- 4.3. The PARTIES acknowledge that the Confidential Information will not be deemed to be public knowledge solely by virtue of the fact that it is embraced by more general information which may have become public knowledge; and
- 4.4. The PARTIES adheres to the data sharing agreement up to the processing of the shared data principle laid down in the IRR of the Data Privacy Act of 2012, NPC Circular 16-02, and all applicable issuances of the Commission, including putting in place adequate safeguards for data privacy and security.

V. COMPLIANCE WITH LAWS

The PARTIES agree that they will comply with all applicable national, and local laws, regulations and conventions in the performance of their respective obligations under this Agreement. Each Party further agrees to hold harmless and indemnify the other Party, including reasonable attorney's fees, for any breach, damage and/or injury that may be sustained by reason of the failure of the other Party to comply with such laws, regulations, authority and conventions.

VI. EFFECTIVITY AND TERMINATION

- 6.1. This Agreement shall take effect upon signing of all PARTIES and shall remain in force and effect, unless terminated by mutual consent of majority of the PARTIES with written notice. Nothing in this agreement shall preclude any of the PARTIES from terminating the agreement, provided that due notice shall be given to all the PARTIES within thirty (30) days prior effectivity of the termination; and
- 6.2. If no new agreement is signed, this Agreement is deemed renewed for another year and for every year thereafter unless a new agreement is signed to replace it.

VII. MISCELLANEOUS

7.1. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The PARTIES may each execute this Agreement by signing any such counterpart.

7.2. Entire Agreement

This Agreement and the documents referred to herein, and such other documents as may be executed by the PARTIES contemporaneously herewith or subsequently pursuant to hereto, constitute and express the entire agreement between the PARTIES with respect to the subject matter thereof and supersedes

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all prior communications, representations, agreements and understandings, whether oral or written, between the PARTIES.

The annexes and appendices are an integral part of this Agreement. In case of conflict between the provisions of this Agreement and annexes and appendices, this Agreement shall take precedence.

7.3. Amendment of Agreement

Any amendments, addition, modification or supplement to this Agreement must be made in writing, approved and signed by the PARTIES.

7.4. Validity and Severability

Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable Law, but if for any reason any clause or provision of this Agreement, or the application of any such clause or provision in a particular context or to a particular situation, circumstance or Person is held to be prohibited, invalid or unenforceable by any Governmental Authority, then the application of such clause or provision in contexts or to situations, circumstances or Persons other than that in or to which it is held prohibited, invalid or unenforceable, shall not be affected thereby, and the remaining clauses and provisions of this Agreement shall nevertheless remain in full force and effect.

7.5. Good Faith

The PARTIES agree to observe the utmost good faith in all matters concerning the subject matter of this Agreement.

7.6. Further Acts

The PARTIES agree that they shall individually and jointly cooperate and shall do all things necessary or appropriate and execute and deliver, or cause to be executed and delivered, all documents appropriate or necessary to enable the PARTIES to perform their obligations hereunder and to effectuate the purposes of this Agreement including, but not limited to, obtaining all requisite approvals of all Governmental Authorities, or third Persons with a legal interest in or jurisdiction over the subject matter or transactions contemplated under this Agreement.

7.7. Waiver

No failure or delay by any Party to exercise or to insist upon the performance, in whole or in part, of any term, condition, covenant, right, legal or equitable remedy or any provision of this Agreement, shall constitute a waiver of any such term, condition, covenant, right, legal or equitable remedy or provision, or preclude such Party from exercising or insisting upon the performance, in whole or in part, of any such term, condition, covenant, right, legal or equitable remedy or provision of this Agreement at any later time.

7.8. Governing Law

This Agreement and the rights of the PARTIES hereunder shall be governed by and interpreted in accordance with Philippine Law.

Mr. [Handwritten Name]
[Handwritten Signature]
[Handwritten Signature]

[Handwritten Signatures]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

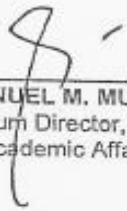
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**POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT**

IN WITNESS WHEREOF, the PARTIES hereto have signed this Memorandum of Agreement this ___ day of _____, 2018 at _____


GOVERNING COUNCIL



DR. MANUEL M. MUHI
Consortium Director, and
VP for Academic Affairs, PUP-Manila

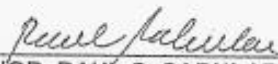


JOSE B. PATALINJUG III
Governing Council Co-Chairperson,
and Regional Director, DOST-NCR




DR. NUNA E. ALMANZOR
Governing Council Chairperson and
R&D Director, Adamson University

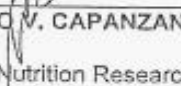
MEMBER INSTITUTIONS



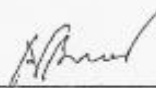
ENGR. RAUL C. SABULARSE
Officer-In-Charge, Office of the Executive
Director, Philippine Council for Industry,
Energy and Emerging Technology Research
And Development



JOSE B. PATALINJUG III
Regional Director, Department of Science
and Technology - National Capital Region



DR. MARIO V. CAPANZANA
Director
Food and Nutrition Research Institute



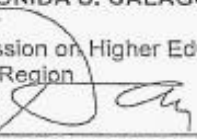
DR. ANNABELLE V. BRIONES
Officer-In-Charge, Office of the Director,
Industrial Technology Development Institute

ENGR. ROBERT O. DIZON
Executive Director
Metals Industry Research and Development
Center

DR. SOFIO B. QUINTANA
Director
DENR-Ecosystems Research and
Development Bureau

DR. LEONIDA S. CALAGUI
Director
Commission on Higher Education-National
Capital Region

EREL B. NARIDA
Chairperson
Renewable Energy Association of the
Philippines

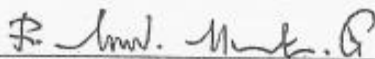


ENGR. RAYMOND MARQUEZ
President
Energy Efficiency Practitioners Association of
The Philippines

ROBERTO C. AMORES
President
Philippine Food Processors and Exporters,
Inc.

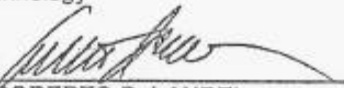



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT


FR. MARCELO V. MANIMTIM, CM
President
Adamson University


DR. TERESITA C. FORTUNA
President
Colegio de Muntinlupa


DR. EDITHA V. PILLO
President
Eulogio Amang Rodriguez Institute of Science
and Technology


ATTY. ROBERTO P. LAUREL
President
Lyceum of the Philippines University



DR. JOSEITO B. GUTIERREZ
President
Marikina Polytechnic College

DR. ELLEN E. PRESNEDI
President
Pamantasan ng Lungsod ng Muntinlupa



DR. EMANUEL C. DE GUZMAN
President
Polytechnic University of the Philippines

DR. JESUS RODRIGO F. TORRES
President
Rizal Technological University

DR. ELIZABETH Q. LAHOZ
President
Technological Institute of the Philippines


DR. WILFRED U. TIU
President
Trinity University of Asia

FRANCISCO PAULINO CAYCO
President
Arellano University


BR. RAYMUNDO SUPLIDO
President
De La Salle University

DR. ADOLFO JESUS R. GOPEZ
President
FEATI University


DR. REYNALDO V. VEA
President
Mapua University

DR. MA. LEONORA V. DE JESUS
President
Pamantasan ng Lungsod ng Maynila


DR. MA. ANTOINETTE C. MONTEALEGRE
Officer-In-Charge, Office of the President
Philippine Normal University

DR. JOSE FRANCISO B. BENITEZ
President
Philippine Women's University

DR. JUAN C. BIRION
Officer-In-Charge, Office of the President
Taguig City University


DR. MA. LEONOR F. VALIDOR
Officer-In-Charge, Office of the President
Technological University of the Philippines

FR. HERMINIO V. DAGOHYOY, O.P, PhD
Rector Magnificus
University of Santo Tomas



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

DR. MICHAEL L. TAN
Chancellor
University of the Philippines, Diliman

DR. CARMENCITA D. PADILLA
Chancellor
University of the Philippines, Manila

SIGNED IN THE PRESENCE OF:

ENGR. ERMIE M. BACARRA
Chief, Human Resources and Institution
Development Division, PCIEERD



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME NOTARY PUBLIC for and in _____, Philippines this _____ of
_____ personally appeared.

PARTIES

	Government Issued ID	Date and Place of Issuance
ENGR. RAUL C. SABULARSE	_____	_____
JOSE B. PATALINJUG III	_____	_____
DR. MARIO V. CAPANZANA	_____	_____
DR. ANNABELLE V. BRIONES	_____	_____
ENGR. ROBERT O. DIZON	_____	_____
DR. SOFIO B. QUINTANA	_____	_____
DR. LEONIDA S. CALAGUI	_____	_____
EREL B. NARIDA	_____	_____
ENGR. RAYMOND MARQUEZ	_____	_____
ROBERTO C. AMORES	_____	_____
FR. MARCELO V. MANIMTIM, CM	_____	_____
DR. TERESITA C. FORTUNA	_____	_____
FRANCISCO PAULINO CAYCO	_____	_____
BR. RAYMUNDO SUPLIDO	_____	_____
DR. EDITHA V. PILLO	_____	_____
DR. ADOLFO JESUS R. GOPEZ	_____	_____
ATTY. ROBERTO P. LAUREL	_____	_____
DR. REYNALDO V. VEA	_____	_____
DR. JOSELITO B. GUTIERREZ	_____	_____
DR. MA. LEONORA V. DE JESUS	_____	_____
DR. ELLEN E. PRESNEDI	_____	_____
DR. MA. ANTOINETTE C. MONTEALEGRE	_____	_____
DR. EMANUEL C. DE GUZMAN	_____	_____
DR. JOSE FRANCISO B. BENITEZ	_____	_____
DR. JESUS RODRIGO F. TORRES	_____	_____
DR. JUAN C. BIRION	_____	_____
DR. ELIZABETH Q. LAHOZ	_____	_____
DR. MA. LEONOR F. VALIDOR	_____	_____
DR. WILFRED U. TIU	_____	_____
FR. HERMINIO V. DAGOHY, O.P, PhD	_____	_____
DR. MICHAEL L. TAN	_____	_____
DR. CARMENCITA-D. PADILLA	_____	_____

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POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

All known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent.

This instrument refers to a Memorandum of Agreement consisting of ___ pages including the page on which this Acknowledgement is written has been signed by the PARTIES and their instrumental witnesses on each and every page.

WITNESS MY HAND AND SEAL this ____ day of _____, 2018, at the place first above written.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2018

4



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

ANNEX A

INSTITUTIONAL REPRESENTATIVES

JOSE B. PATALINJUG III
Department of Science and Technology –
National Capital Region

ENGR. ROMELEN T. TRESVALLES
Department of Science and Technology –
National Capital Region

ENGR. ROSEMARIE G. GARCIA
Food and Nutrition Research Institute

ALEXIS M. ORTIZ
Food and Nutrition Research Institute

ENGR. APOLLO VICTOR D. BAWAGAN
Industrial Technology Development Institute

ENGR. REYNALDO L. ESGUERRA
Industrial Technology Development
Institute

Metals Industry Research and Development
Center

Metals Industry Research and
Development Center

NERY A. ALBA
DENR- Ecosystems Research and
Development Bureau

MARY CATHERINE P. DELOS REYES
DENR- Ecosystems Research and
Development Bureau

MERIGEN S. CAFINO
Commission on Higher Education-National
Capital Region

ANNALYN P. DIAZ
Commission on Higher Education-National
Capital Region

ENGR. OLEGARIO S. SERAFICA
Renewable Energy Association of the
Philippines

ENGR. ERWIN SERAFICA
Renewable Energy Association of the
Philippines

ENGR. BENJAMIN T. GREGORIO
Energy Efficiency Practitioners Association
of The Philippines

Energy Efficiency Practitioners Association
of The Philippines

FERDINAND R. ESGUERRA
Philippine Food Processors and Exporters,
Inc.

Philippine Food Processors and Exporters,
Inc.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

DR. NUNA E. ALMANZOR
Adamson University

ENGR. MELANIE B. MENDOZA
Adamson University

Arellano University

Arellano University

DR. TERESITA C. FORTUNA
Colegio de Muntinlupa

ENGR. PROSPERO C. CABORNAY
Colegio de Muntinlupa

DR. RAYMOND GIRARD R. TAN
De La Salle University

Dr. Jose R. Mendoza Manuel M. Brown
De La Salle University

DR. GRANT B. CORNELL
Eulogio Amang Rodriguez Institute of
Science and Technology

ENGR. ROGELIO T. MAMARADIO
Eulogio Amang Rodriguez Institute of
Science and Technology

DR. ROGELIO A. PANLASIGUI
FEATI University

DR. LEO MENDEL D. ROSARIO
FEATI University

DR. VICTORINA H. ZOSA
Lyceum of the Philippines University

JOANNA JUVYJOY ROJO
Lyceum of the Philippines University

DR. JONATHAN SALVACION
Mapua University

Mapua University

MARILOU F. ALMOCERA
Marikina Polytechnic College

SONIA J. FETALINO
Marikina Polytechnic College

Pamantasan ng Lungsod ng Maynila

Pamantasan ng Lungsod ng Maynila

DR. ELENA E. PRESNEDI
Pamantasan ng Lungsod ng Muntinlupa

DR. JAIME G. ANG
Pamantasan ng Lungsod ng Muntinlupa

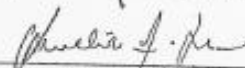
DR. ROSEMARIEVIC V. DIAZ
Philippine Normal University

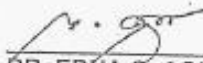
DR. EDNA LUZ R. ABULON
Philippine Normal University



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT



DR. MANUEL M. MUHI
Polytechnic University of the Philippines


DR. MENCHITA F. DUMLAO
Philippine Women's University



DR. EDNA-C. AQUINO
Rizal Technological University

FERNANDO TATARO
Taguig City University

ENGR. FLORANTE A. MAGNAYE
Technological Institute of the Philippines -
Manila


DR. JESUSA M. PADILLA
Technological Institute of the Philippines -
Quezon City


ENGR. FELIPE RONALD ARGAMOSA
Technological University of the Philippines



DR. ARJUN G. ANSAY
Technological University of the Philippines


DR. MARIA ANTONIA CAPILI
Trinity University of Asia

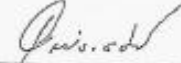

DR. BERNARD JOHN V. TONGOL
University of Santo Tomas

University of the Philippines, Diliman



DR. VIVIEN FE R. FADRILAN-CAMACHO
University of the Philippines, Manila


DR. GINNO L. ANDRES
Polytechnic University of the Philippines

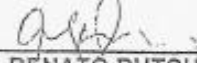
Philippine Women's University


DR. LEONILA S. CRISOSTOMO
Rizal Technological University


HERMINIA LABON
Taguig City University


DR. DRANDEB EARL O. JUANICO
Technological Institute of the Philippines -
Manila


ENGR. ARIANNE A. PALISOC
Technological Institute of the Philippines -
Quezon City

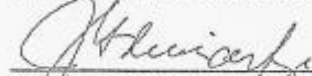

PROF. RENATO BUTCH R. BITUONAN
Technological University of the Philippines

ENGR. LEAN KARLO S. TOLENTINO
Technological University of the Philippines


ENGR. FERDINAND BUNAG
Trinity University of Asia


DR. MARIA NATALIA R. DIMAANO
University of Santo Tomas

University of the Philippines, Diliman


PROF. JULIAN V. ADVINCULA, JR.
University of the Philippines, Manila



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, made and entered into in the City of _____ this ___ day of _____ 2012 by and between:

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES (PUP for brevity), a State University created and existing under the laws of the Philippines with principal address at Sta. Mesa, Manila, represented herein by its President, **DR. EMANUEL C. DE GUZMAN**, hereinafter referred to as the **UNIVERSITY**;

-and-

HYTEC POWER, INC., a corporation incorporated and existing under Philippine laws, with principal address at No. 2 T. Cruz St., Cruzville Subdivision, Zabarte Road, Novaliches, Quezon City, represented by its President, **ENGR. ERIC JUDE S. SOLIMAN**, and hereinafter referred to as the **COMPANY**;

WITNESSETH:

WHEREAS, the **UNIVERSITY**, is a state university dedicated among others, to the development of new technologies the enhancement of technology education and generation of new knowledge.

WHEREAS, the **UNIVERSITY**, in furtherance of its vision to offer advanced programs in the fields of Science and Engineering, that will meet the demands of a knowledge-based and technology-driven economy, is desirous to provide appropriate trainings and seminars for the students of the College of Engineering in collaboration with the **COMPANY** to enhance their qualification for employment in the industry;

WHEREAS, the **COMPANY** is engaged in the distribution, supply, service and training on the use of educational and engineering tools and equipment, has the requisite experience, expertise, manpower and capital to perform its obligations under this agreement;

WHEREAS, the **UNIVERSITY** and the **COMPANY**, with the objectives and intention of enhancing the strengths of each party and utilizing any and all their available resources that would be beneficial to the parties in order to promote technology in education wherever practicable, have agreed to enter...



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
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NOW THEREFORE, the UNIVERSITY and the COMPANY, in consideration of the mutual covenants and agreements made herein, by these presents do enter into a Memorandum of Agreement on the following terms and conditions, to wit:

ARTICLE I

Areas of Cooperation

1. The scope of cooperation contemplated hereunder includes the following:
 - 1.1 Academe – Industry linkage
 - 1.2 Students Internship Program or On-the-Job Training
 - 1.3 Job fair and other related University activities
 - 1.4 Curriculum and training and seminars
 - 1.5 Job posting
 - 1.6 Job placement/employment
 - 1.7 Faculty development
 - 1.8 Faculty immersion
 - 1.9 Skill certification or center for skill certification

ARTICLE II

Terms of Cooperation

Subject to availability of resources, the parties shall cooperate in fulfilling the purpose and objectives of the Agreement. Towards this end, they shall exert their best efforts to deliver their respective end as agreed upon within its scope, to wit:

1. The UNIVERSITY through the College of Engineering shall furnish the COMPANY graduate lists of the College of Engineering on a yearly basis upon a written request of the COMPANY, subject to the applicable rules and regulations of the UNIVERSITY.
2. The COMPANY will be allowed by the UNIVERSITY to participate in University sanctioned job fairs upon written request by the Company



**POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
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3. Posting of job openings of the **COMPANY** in the PUP College of Engineering website will be allowed, upon written request of the **COMPANY** and subject to the approval of the University.
4. The **COMPANY** and/or any its satellite office shall accept at least two (2) candidates from the College of Engineering every term/semester for the ON THE JOB TRAINING (OJT) or INTERNSHIP.
5. The **COMPANY** shall employ at least one (1) qualified graduate of the College of Engineering every year.
6. The **COMPANY** shall conduct at least one seminar/training session per year at selected six campuses of the **UNIVERSITY**.
7. The **COMPANY** shall provide the College of Engineering with pre-employment, entry level and permanent employee evaluation/assessment of its graduates.
8. The **COMPANY** shall furnish the **UNIVERSITY** through the College of Engineering a list of all the hired graduates of the College of Engineering specifying therein their respective positions or job titles.

ARTICLE III

Consultation and Exchange of Information

The parties shall exert its best efforts to keep each other informed on matters of common interest in order to widen the exchange of knowledge between them. The consultation and exchange of any information and/or documents under this agreement is without prejudice to any arrangements which may be required under the premises to safeguard the confidential and restricted character of certain information and/or documents.

ARTICLE IV

Academe - Industry Linkages

The parties shall jointly pursue and conduct the following but not limited to the activities, projects and programs enumerated below:

1. The **COMPANY** will provide the College of Engineering Faculty and the students in the undergraduate and graduate levels, the support needed for the completion of their respective requirements for practicum or On The Job Training for undergraduates, education cooperation for the graduate students and industry immersion of the faculty members in the design and development of possible projects of the **COMPANY**.
2. The **COMPANY** warrants the acceptance of students for the practicum/ On The Job Training and the University shall be free from any liabilities that may arise in the course thereof.
3. The College of Engineering shall provide a list of potential trainees for the OJT and faculty immersion. The list of the potential trainees submitted by the College of Engineering shall be screened and interviewed by the duly authorized representatives of the **COMPANY**.
4. The **COMPANY**, through its roster of industrial affiliations, will identify the companies that will assist the trainees in their OJT and education cooperation and the possible eventual employment of the



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ARTICLE V

Curriculum and Training

The UNIVERSITY shall determine if any of the Company's technology is creditable for inclusion in curriculum of its engineering courses, subject to the approval of the University Academic Council and the Commission on Higher Education (CHED).

The COMPANY shall provide the necessary training needed by the faculty and staff of the College of Engineering. The duration, venue, and schedule of the training shall be determined by the parties. The services of the trainers to be supplied by the COMPANY shall be free of charge. All other expenses that may be necessarily be incurred for the training such as but not limited to the training facilities, materials, shall be negotiated and further agreed upon by the parties.

The parties shall inform each other of any in-house training that may be available for the students, alumni of the University and employees of the Company.

ARTICLE VI

Faculty Immersion

Any and all pertinent information shall be made available to the faculty via the Faculty Immersion for their post graduate or masteral requirements. The Company shall provide avenues for the faculty where they can conduct their research and data collection such as but not limited to technical research on latest laboratory equipment.

ARTICLE VII

Participation in Sanctioned University Activities

The Company shall be allowed, upon written request, to participate in the University's activities such as job fairs, seminars, career orientation and exhibition.

ARTICLE VIII

Confidentiality

The parties shall ensure that the scientific and technical data and business information mutually provided, are not transferred or supplied to a Third Party without prior written consent of the other party. "Confidential information as" used in this agreement shall mean all data, information, documents and samples disclosed hereunder to the receiving party by the disclosing party, whether written, oral, electronic or in any tangible form relating to the disclosing party's business that is deemed "confidential" at the time it is disclosed or if it is disclosed orally, is identified by the disclosing party as confidential at the time of such disclosure.

[Handwritten signature]



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
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ARTICLE IX

Dispute Settlement

Any dispute arising out of the interpretation and implementation of this Agreement shall be settled amicably by consultation or negotiation.

ARTICLE X

General Provisions

1. Intention of the Parties. The MOA does not form a partnership, within the meaning of law, between the parties. As such, no party shall be construed as an agent of the other. It is understood, that one party may not bind nor involve the other to contracting with third parties without its written consent. In addition, neither party shall have any obligation to proceed with any project or undertaking or make any legally binding commitment beyond the agreement contemplated under this MOA.
2. Agreement on Employment. It is understood that no employer-employee relationship is created between the **COMPANY** and **UNIVERSITY** and the concerned individuals representing the **UNIVERSITY** and vice-versa.
3. Binding Effect. This MOA shall take effect between the parties, their assigns and successor-in-interest, except in case where the rights and obligations arising from this MOA are not transmissible by their nature, or by stipulation or by provision of law.
4. Severability. If at any time, any of the provisions of this MOA is adjudged to be or becomes illegal, invalid or unenforceable in any respect under the law, rules and regulations by any competent jurisdiction, the legality, validity and enforceability of such provisions not so affected or impaired shall subsist and remain valid as between the parties.
5. Effect of Force Majeure on MOA. In the event this agreement is prevented from being implemented due to war, civil commotion, strike and labor disputes, acts of God, force majeure or any another analogous causes beyond the control of either party, this agreement shall be deemed suspended during the existence of any of the conditions mentioned. Upon termination or cessation of the force majeure condition, this agreement shall be deemed effective and its duration extended for the period of time of suspension thereof, unless the continued execution and implementation of this agreement shall be impossible for either of the contracting parties.
6. Release and Content of Press Statement. During the term of this agreement, the Parties hereby agree to coordinate and agree beforehand the release and content of any press statement or other publicity emanating from any Party or its affiliates pertaining to the subject matter of this MOA. The University however, may advertise in any form that it is an affiliate of the Company, only with respect to the technical operation of the course and potential placement of the University's College of Engineering graduates at the



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
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COMPUTER ENGINEERING DEPARTMENT

7. Use of the Logo. Subject to the written approval/clearance of the parties, either party may use the other party's logo in accordance with the said party's logo usage guidelines.

ARTICLE XI

Effectivity

The Agreement shall be valid and in force upon signing by the parties hereto and shall remain effective unless terminated by either party for want of available resources, violation by the other, and other reasonable grounds upon service of a written notice at least fifteen (15) calendar days in advance.

ARTICLE XII

Amendment

Either party may request in writing a revision or amendment of this Agreement. Any revision or amendment agreed upon by the parties shall become effective only upon the execution of an addendum or supplemental agreement duly signed by the authorized representatives of both parties.

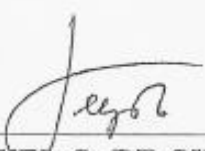
IN WITNESS WHEREOF, the parties have hereunto set their hands on the day, year and place first above-written.

POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES


HYTEC POWER, INC.

By:

By:

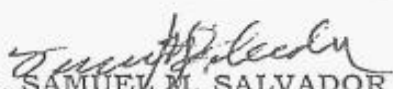


DR. EMANUEL C. DE GUZMAN
President



ENGR. ERIC JUDE S. SOLIMAN
President

Signed in the Presence of:



DR. SAMUEL M. SALVADOR
Vice President for Academic Affairs



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
 COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

Acknowledgment

Republic of the Philippines)
 City of _____) S.S.

Before me, a Notary Public for in the City of _____, this ____ day of _____ 2012, personally appeared the following:

Dr. Emanuel C. De Guzman	CTC No. <u>27228760</u>	Issued on <u>8/27/12</u>	Issued at <u>Manila</u>
Engr. Eric Jude S. Soliman	_____	_____	_____

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement consisting of 7 pages including this page wherein this acknowledgment is written, signed by the parties thereof, together with their instrumental witnesses, on each and every page hereof, and they further acknowledged to me that the same is their free and voluntary act and deed as well as the entities they respectively represent.

WITNESS MY HAND AND SEAL, on the date and place above-mentioned.

Doc No. _____
 Page No. _____
 Book No. _____
 Series of 2012

NOTARY PUBLIC



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF UNDERSTANDING entered into this 17th day of February 2016, by and between:

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a state university created and organized under the laws of the Republic of the Philippines with office address at Anonas St., Sta. Mesa, Manila, herein duly represented by its President, DR. EMANUEL C. DE GUZMAN, hereinafter referred to as "PUP".

And

AMIKOM SULTAN AGUNG BEKASI with head office at Jl. Ir. H. Juanda No.139 Bekasi, West Java, Indonesia, herein duly represented by Director, NUR RAHMAN, S.Kom., M.Si, hereinafter referred to as "AMIKOM SULTAN AGUNG BEKASI".

WITNESSETH:

PUP and AMIKOM SULTAN AGUNG BEKASI are individually referred to as a "Party" and collectively as the "Parties". The Parties have reached an understanding on the following:

- A. AMIKOM SULTAN AGUNG BEKASI is an institution which specializes in Research, Training and Development and with extensive international technical and professional expertise, know-how and expertise to conduct research and development consultancy, trainings and international events.
- B. PUP a leading higher educational institution in the Philippines with academic prestige in the region and carrying a good repute as a quality education university in the Philippines.
- C. Both Parties will work in mutual interest in the fields of research, training and development, organizing international research and development events for dissemination and promotion of research knowledge and scholarship across the world.
- D. Both parties will provide necessary and appropriate guidance and supervision to support each other for the training and research activities.
- E. PUP will appoint a supervisor / coordinator from among its own staff to facilitate the AMIKOM SULTAN AGUNG BEKASI for coordination and communication.
- F. Both parties will work on different projects such as organizing research conferences, research projects and trainings in the Philippines and internationally and will facilitate each other in development, execution, writing-up, submission and examination of the whole project.
- G. Each Party will provide assistance, and / or the necessary letters of invitation or approval for the academic applications of Participating Researchers / Scholars

DR. ref.nst. AB SUSANTO, MSc
Witness

DR. RACIDON P. BERNARTE
Witness

NUR RAHMAN, S.Kom., M.Si
Amikom Sultan Agung Bekasi

L.C. DE GUZMAN
Academic Research for Tourism & Hospitality Philippines



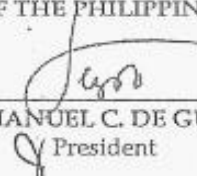
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT


- H. Joint proposal and engagement in research programs sponsored by funding agencies nationally and internationally.
- I. Researchers from PUP shall comply with the Research Guidelines of the University to avail of Research grant.
- J. This MOU will remain in force until a separate agreement is agreed and signed by both parties. Either Party may terminate this MOU by giving not less than 3 months' prior written notice to the other Party but such termination shall not affect any rights or obligations of the Parties, which may have accrued prior to termination or any provisions that are expressly intended to continue in force after termination.
- K. The parties may enter into specific written agreements under authority of this MOU to clarify and define the nature, extent and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues.
- L. No Party may assign any rights or obligations under this MOU or any part hereof to any person or entity without the prior written consent of the other party.
- M. Both Parties shall use all reasonable efforts to resolve amicably any dispute(s) that may arise concerning this MOU.
- N. Prior to initiating any specific activity or program contemplated by this MOU, both parties will enter into a separate agreement signed by each of their authorized signatories that describes the terms of the arrangement, including the budgets. Each party will designate a Liaison Officer to develop and coordinate specific activities or programs.

IN WITNESS WHEREOF, the PARTIES to this Agreement hereby affix their signatures this Wednesday of February 17th, 2016 at Jakarta, Indonesia.

POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES

By:


DR. EMANUEL C. DE GUZMAN
President

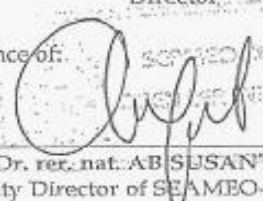

DR. RACIDON P. BERNARTE
Director, REMO



By:

NUR RAHMAN, S.Kom., M.Si
Director

Signed in the Presence of:


Dr. ret. nat. AB SUSANTO, Msc
Deputy Director of SEAMEO-SEAMOLEC



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

ACKNOWLEDGMENT

Proof of Identity

DR. EMANUEL C. DE GUZMAN PUP ID No.91064 issued at Sta. Mesa, Manila on 9/19/12;

NUR RAHMAN, S.Kom., M.Si acting as Director of AMIKOM SULTAN AGUNG BEKASI, INDONESIA.

known to me to be the same persons who executed this instrument and acknowledged the same as their free and voluntary act and deed, and of the entities they respectively represent.

This document consists of three (3) pages including the page where this Acknowledgment is written, and the parties and their instrumental witnesses signed at the right margin of each and every page hereof.

WITNESS MY HAND AND SEAL on this Wednesday of February 17th, 2016 in the Jakarta, Indonesia.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF UNDERSTANDING entered into this 17th day of February 2016, by and between:

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a state university created and organized under the laws of the Republic of the Philippines with office address at Anonas St., Sta. Mesa, Manila, herein duly represented by its President, DR. EMANUEL C. DE GUZMAN, hereinafter referred to as "PUP".

And

SEKOLAH TINGGI ILMU KESEHATAN MADANI YOGYAKARTA with head office at Jl. Wonosari KM 10 Karanggayam, Sitimulyo, Piyungan, Bantul, Yogyakarta, Indonesia, herein duly represented by Head, DARMASTA MAULANA, S.Kep., M.Kes., hereinafter referred to as "STIKES MADANI YOGYAKARTA".

WITNESSETH:

PUP and STIKES MADANI YOGYAKARTA are individually referred to as a "Party" and collectively as the "Parties". The Parties have reached an understanding on the following:

- A. STIKES MADANI YOGYAKARTA is an institution which specializes in Research, Training and Development and with extensive international technical and professional expertise, know-how and expertise to conduct research and development consultancy, trainings and international events.
- B. PUP a leading higher educational institution in the Philippines with academic prestige in the region and carrying a good repute as a quality education university in the Philippines.
- C. Both Parties will work in mutual interest in the fields of research, training and development, organizing international research and development events for dissemination and promotion of research knowledge and scholarship across the world.
- D. Both parties will provide necessary and appropriate guidance and supervision to support each other for the training and research activities.
- E. PUP will appoint a supervisor / coordinator from among its own staff to facilitate the STIKES MADANI YOGYAKARTA for coordination and communication.
- F. Both parties will work on different projects such as organizing research conferences, research projects and trainings in the Philippines and internationally and will facilitate each other in development, execution, writing-up, submission and examination of the whole project.

Dr. rer.nat. AB SUSANTO, MSc
Witness

DR. RACION P. BERNARTE
Witness

DARMASTA MAULANA, S.Kep., M.Kes.
Sekolah Tinggi Ilmu Kesehatan Madani Yogyakarta

EMANUEL C. DE GUZMAN
President
Polytechnic University of the Philippines



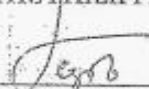
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

- H. Joint proposal and engagement in research programs sponsored by funding agencies nationally and internationally.
- I. Researchers from PUP shall comply with the Research Guidelines of the University to avail of Research grant.
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- N. Prior to initiating any specific activity or program contemplated by this MOU, both parties will enter into a separate agreement signed by each of their authorized signatories that describes the terms of the arrangement, including the budgets. Each party will designate a Liaison Officer to develop and coordinate specific activities or programs.

IN WITNESS WHEREOF, the PARTIES to this Agreement hereby affix their signatures this Wednesday of February 17th, 2016 at Jakarta, Indonesia.

POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES


By:


DR. EMANUEL C. DE GUZMAN
President

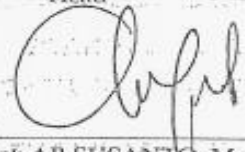

DR. RACIDON P. BERNARTE
Director, REMO

SEKOLAH TINGGI ILMU KESEHATAN MADANI
YOGYAKARTA

By:


DARMASTA MAULANA, S.Kep., M.Kes.
Head

Signed in the Presence of:


Dr. rer. nat. AB SUSANTO, Msc
Deputy Director of SEAMEO-SEAMOLEC



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

ACKNOWLEDGMENT

Proof of Identity

DR. EMANUEL C. DE GUZMAN PUP ID No.91064 issued at Sta. Mesa, Manila on 9/19/12;

DARMASTA MAULANA, S.Kep., M.Kes. acting as Head of STIKES MADANI YOGYAKARTA, INDONESIA.

known to me to be the same persons who executed this instrument and acknowledged the same as their free and voluntary act and deed, and of the entities they respectively represent.

This document consists of three (3) pages including the page where this Acknowledgment is written, and the parties and their instrumental witnesses signed at the right margin of each and every page hereof.

WITNESS MY HAND AND SEAL on this Wednesday of February 17th, 2016 in the Jakarta, Indonesia.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF UNDERSTANDING entered into this 17th day of February 2016, by and between:

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a state university created and organized under the laws of the Republic of the Philippines with office address at Anonas St., Sta. Mesa, Manila, herein duly represented by its President, DR. EMANUEL C. DE GUZMAN, hereinafter referred to as "PUP".

And

AKADEMI KEBIDANAN BUNDA AUNI BOGOR with head office at Perum Villa Nusa Indah, Jl. Vila Nusa Indah, Bogor, West Java, Indonesia, herein duly represented by Director, NELIL MUDARRIS, SKM, S.SiT, MARS, hereinafter referred to as "AKBID BUNDA AUNI BOGOR".

WITNESSETH:

PUP and AKBID BUNDA AUNI BOGOR are individually referred to as a "Party" and collectively as the "Parties". The Parties have reached an understanding on the following:

- A. AKBID BUNDA AUNI BOGOR is an institution which specializes in Research, Training, and Development and with extensive international technical and professional expertise, know-how and expertise to conduct research and development consultancy, trainings and international events.
- B. PUP a leading higher educational institution in the Philippines with academic prestige in the region and carrying a good repute as a quality education university in the Philippines.
- C. Both Parties will work in mutual interest in the fields of research, training and development, organizing international research and development events for dissemination and promotion of research knowledge and scholarship across the world.
- D. Both parties will provide necessary and appropriate guidance and supervision to support each other for the training and research activities.
- E. PUP will appoint a supervisor / coordinator from among its own staff to facilitate the AKBID BUNDA AUNI BOGOR for coordination and communication.
- F. Both parties will work on different projects such as organizing research conferences, research projects and trainings in the Philippines and internationally and will facilitate each other in development, execution, writing-up, submission and examination of the whole project.
- G. Each Party will provide assistance, and / or the necessary letters of invitation or affiliation to facilitate the visa applications of Participating Researchers / Scholars in all international events (if required).

DR. RACIDON P. BERNARTE
Witness
Dr. rer.nat. AB SUSANTO, MSc
Witness

NELIL MUDARRIS, SKM, S.SiT, MARS
Akademi Kebidanan Bunda Auni Bogor

DR. EMANUEL C. DE GUZMAN
Society of Academic Research for Tourism & Hospitality Philippines



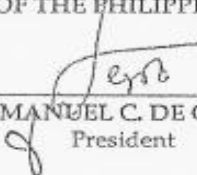
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

- H. Joint proposal and engagement in research programs sponsored by funding agencies nationally and internationally.
- I. Researchers from PUP shall comply with the Research Guidelines of the University to avail of Research grant.
- J. This MOU will remain in force until a separate agreement is agreed and signed by both parties. Either Party may terminate this MOU by giving not less than 3 months' prior written notice to the other Party but such termination shall not affect any rights or obligations of the Parties, which may have accrued prior to termination or any provisions that are expressly intended to continue in force after termination.
- K. The parties may enter into specific written agreements under authority of this MOU to clarify and define the nature, extent and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues.
- L. No Party may assign any rights or obligations under this MOU or any part hereof to any person or entity without the prior written consent of the other party.
- M. Both Parties shall use all reasonable efforts to resolve amicably any dispute(s) that may arise concerning this MOU.
- N. Prior to initiating any specific activity or program contemplated by this MOU, both parties will enter into a separate agreement signed by each of their authorized signatories that describes the terms of the arrangement, including the budgets. Each party will designate a Liaison Officer to develop and coordinate specific activities or programs.

IN WITNESS WHEREOF, the PARTIES to this Agreement hereby affix their signatures this Wednesday of February 17th, 2016 at Jakarta, Indonesia.

POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES

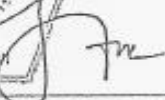
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President

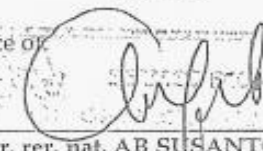

DR. RACIDON P. BERNARTE
Director, IEMO

AKADEMI KEBIDANAN BUNDA AUNI BOGOR

By:


NELIL MUDARRIS, SKM, S.SiT, MARS
Director

Signed in the Presence of


Dr. rer. nat. AB SUSANTO, Msc
Deputy Director of SEAMEO-SEAMOLEC



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

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POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

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And

AKADEMI TELEKOMUNIKASI BOGOR with head office at Jl. Bina Marga No. 17 Bogor, West Java, Indonesia, herein duly represented by Director, ISMAIL MUSTAQIM, S.E., M.Pd, hereinafter referred to as "AKATELKOM BOGOR".

WITNESSETH:

PUP and AKATELKOM BOGOR are individually referred to as a "Party" and collectively as the "Parties". The Parties have reached an understanding on the following:

- A. AKATELKOM BOGOR is an institution which specializes in Research, Training and Development and with extensive international technical and professional expertise, know-how and expertise to conduct research and development consultancy, trainings and international events.
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DR. rer.nat. AB SUSANTO, MSc
Witness

DR. RACIDON P. BERNARTE
Witness

ISMAIL MUSTAQIM, S.E., M.Pd
Akademi Telekomunikasi Bogor

DR. EMANUEL C. DE GUZMAN
Society of Academic Research for Tourism & Hospitality Philippines



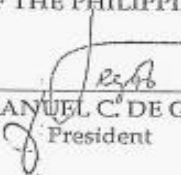
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

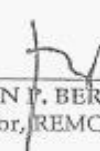
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- I. Researchers from PUP shall comply with the Research Guidelines of the University to avail of Research grant.
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POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES


By:


DR. EMANUEL C. DE GUZMAN
President



DR. RACIDON P. BERNARTE
Director, REMO

AKADEMI TELEKOMUNIKASI BOGOR

By:


ISMAIL MUSTAQIM, S.E., M.Pd
Director

Signed in the Presence of


Dr. ratnat AB SUSANTO, Msc
Deputy Director of SEAMEO-SEAMOLEC



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

ACKNOWLEDGMENT

Proof of Identity

DR. EMANUEL C. DE GUZMAN PUP ID No.91064 issued at Sta. Mesa, Manila on 9/19/12;

ISMAIL MUSTAQIM, S.E., M.Pd acting as Director of AKATELKOM BOGOR, INDONESIA.

known to me to be the same persons who executed this instrument and acknowledged the same as their free and voluntary act and deed, and of the entities they respectively represent.

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POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

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POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a state university created and organized under the laws of the Republic of the Philippines with office address at Anonas St., Sta. Mesa, Manila, herein duly represented by its President, DR. EMANUEL C. DE GUZMAN, hereinafter referred to as "PUP".

And

STIES DARUL ULUM PURWAKARTA with head office at Jl. Veteran No. 150-152 RT 04 RW 01 Kel. Ciseureuh Kab. Purwakarta, West Java, Indonesia, herein duly represented by Head, AHMAD DAMIRI, S.Sy., M.Ag, hereinafter referred to as "STIES DARUL ULUM PURWAKARTA".

WITNESSETH:

PUP and STIES DARUL ULUM PURWAKARTA are individually referred to as a "Party" and collectively as the "Parties". The Parties have reached an understanding on the following:

- A. STIES DARUL ULUM PURWAKARTA is an institution which specializes in Research, Training and Development and with extensive international technical and professional expertise, know-how and expertise to conduct research and development consultancy, trainings and international events.
- B. PUP a leading higher educational institution in the Philippines with academic prestige in the region and carrying a good repute as a quality education university in the Philippines.
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- E. PUP will appoint a supervisor / coordinator from among its own staff to facilitate the STIES DARUL ULUM PURWAKARTA for coordination and communication.
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SEAMEO-SEAMOLEC - AIC Indonesia
Page 1

DR. RACIDON P. BERNARTE
Witness
Dr. rec.nat, AB SUSANTO, MSc

AHMAD DAMIRI, S.Sy., M.Ag
STIE Syaifiah Darul Ulum Purwakarta

DR. EMANUEL C. DE GUZMAN
Society of Academic Research for Tourism & Hospitality Philippines



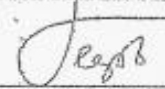
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT


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- L. No Party may assign any rights or obligations under this MOU or any part hereof to any person or entity without the prior written consent of the other party.
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IN WITNESS WHEREOF, the PARTIES to this Agreement hereby affix their signatures this Wednesday of February 17th, 2016 at Jakarta, Indonesia.

POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES


By:


DR. EMANUEL C. DE GUZMAN
President



DR. RACIDON P. BERNARTE
Director, REMO

STIE SYARIAH DARUL ULUM PURWAKARTA

By:


AHMAD DAMRI, S.Sy, M.Ag
Head

Signed in the Presence of:


Dr. rer. nat. AB SUSANTO, Msc
Deputy Director of SEAMEO-SEAMOLEC



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

ACKNOWLEDGMENT

Proof of Identity

DR. EMANUEL C. DE GUZMAN PUP ID No.91064 issued at Sta. Mesa, Manila on 9/19/12;

AHMAD DAMIRI, S.Sy., M.Ag acting as Head of STIES DARUL ULUM PURWAKARTA, INDONESIA.

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POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF UNDERSTANDING

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And

AKADEMI KEBIDANAN BHAKTI ASIH CILEDUG with head office at Jl. Raden Fatah No. 62 Kel. Sudimara Barat Kec. Ciledug Kota Tangerang, Banten 15151, herein duly represented by Director, HJ. SUMARMI, S.ST., S.Pd., M.Kes., hereinafter referred to as "AKBID BHAKTI ASIH CILEDUG".

WITNESSETH:

PUP and AKBID BHAKTI ASIH CILEDUG are individually referred to as a "Party" and collectively as the "Parties". The Parties have reached an understanding on the following:

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Dr. rer.nat. AB SUSANTO, MSc
Witness

DR. RACION P. BERNARTE
Witness

HJ. SUMARMI, S.ST., S.Pd., M.Kes.
Akademi Kebidanan Bhakti Asih Ciledug

DR. EMANUEL C. DE GUZMAN
Society of Academic Research for Tourism & Hospitality Philippines



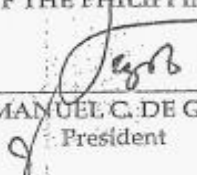
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT


- H. Joint proposal and engagement in research programs sponsored by funding agencies nationally and internationally.
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- L. No Party may assign any rights or obligations under this MOU or any part hereof to any person or entity without the prior written consent of the other party.
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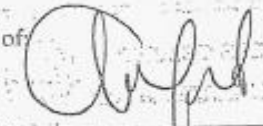

DR. RACIDON P. BERNARTE
Director, REMO

AKADEMI KEBIDANAN BHAKTI ASIH CILEDUG

By:


HJ. SUMARMI, S.Si., S.Ed., M.Kes.
Director

Signed in the Presence of


Dr. rer. nat. AB SUSANTO, Msc
Deputy Director of SEAMEO-SEAMOLEC



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
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And

SEKOLAH TINGGI ILMU KESEHATAN PAYUNG NEGERI PEKANBARU with head office at Jl. Tamtama No. 6 - Labuh Baru, Pekanbaru, Riau, Indonesia, herein duly represented by Head, DESTI PUSWATI, M.Kep, hereinafter referred to as "STIKES PAYUNG NEGERI PEKANBARU".

WITNESSETH:

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DR. rer.nat. AB SUSANTO, MSc
Witness

DR. RACIDON P. BERNARTE
Witness

DESTI PUSWATI, M.Kep
Sekolah Tinggi Ilmu Kesehatan Payung Negeri Pekanbaru

DR. EMANUEL C. DE GUZMAN
Society of Academic Research for Tourism & Hospitality Philippines



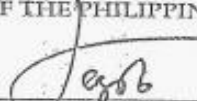
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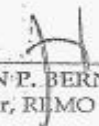
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- K. The parties may enter into specific written agreements under authority of this MOU to clarify and define the nature, extent and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues.
- L. No Party may assign any rights or obligations under this MOU or any part hereof to any person or entity without the prior written consent of the other party.
- M. Both Parties shall use all reasonable efforts to resolve amicably any dispute(s) that may arise concerning this MOU.
- N. Prior to initiating any specific activity or program contemplated by this MOU, both parties will enter into a separate agreement signed by each of their authorized signatories that describes the terms of the arrangement, including the budgets. Each party will designate a Liaison Officer to develop and coordinate specific activities or programs.

IN WITNESS WHEREOF, the PARTIES to this Agreement hereby affix their signatures this Wednesday of February 17th, 2016 at Jakarta, Indonesia.

POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES

By:


DR. EMANUEL C. DE GUZMAN
President

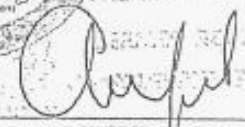

DR. RACIDON P. BERNARTE
Director, RIMO

SEKOLAH TINGGI ILMU KESEHATAN PAYUNG
NEGERI PEKANBARU

By:


DESTI PUSWATI, M.Kep
Head

Signed in the Presence of:


Dr. rer. nat. AB SUSANTO, Msc
Deputy Director of SEAMEO-SEAMOLEC



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

ACKNOWLEDGMENT

Proof of Identity

DR. EMANUEL C. DE GUZMAN PUP ID No.91064 issued at Sta. Mesa, Manila on 9/19/12;

DESTI, PUSWATI, M.Kep acting as Head of STIKES PAYUNG NEGERI PEKANBARU, INDONESIA.

known to me to be the same persons who executed this instrument and acknowledged the same as their free and voluntary act and deed, and of the entities they respectively represent.

This document consists of three (3) pages including the page where this Acknowledgment is written, and the parties and their instrumental witnesses signed at the right margin of each and every page hereof.

WITNESS MY HAND AND SEAL on this Wednesday of February 17th, 2016 in the Jakarta, Indonesia.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF UNDERSTANDING entered into this 17th day of February 2016, by and between:

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a state university created and organized under the laws of the Republic of the Philippines with office address at Anonas St., Sta. Mesa, Manila, herein duly represented by its President, DR. EMANUEL C. DE GUZMAN, hereinafter referred to as "PUP".

And

AKADEMI KEPERAWATAN ISLAMIC VILLAGE TANGERANG with head office at Jl. Islamic Raya Kompleks Islamic Village Kelapa Dua, Tangerang, Banten, Indonesia, herein duly represented by Director, SUDRAJAT, S.Kep. Ners. M.Kep, hereinafter referred to as "AKPER ISLAMIC VILLAGE TANGERANG".

WITNESSETH:

PUP and AKPER ISLAMIC VILLAGE TANGERANG are individually referred to as a "Party" and collectively as the "Parties". The Parties have reached an understanding on the following:

- A. AKPER ISLAMIC VILLAGE TANGERANG is an institution which specializes in Research, Training and Development and with extensive international technical and professional expertise, know-how and expertise to conduct research and development consultancy, trainings and international events.
- B. PUP a leading higher educational institution in the Philippines with academic prestige in the region and carrying a good repute as a quality education university in the Philippines.
- C. Both Parties will work in mutual interest in the fields of research, training and development, organizing international research and development events for dissemination and promotion of research knowledge and scholarship across the world.
- D. Both parties will provide necessary and appropriate guidance and supervision to support each other for the training and research activities.
- E. PUP will appoint a supervisor / coordinator from among its own staff to facilitate the AKPER ISLAMIC VILLAGE TANGERANG for coordination and communication.
- F. Both parties will work on different projects such as organizing research conferences, research projects and trainings in the Philippines and internationally and will facilitate each other in development, execution, writing-up, submission and examination of the whole project.

Dr. rer.nat. AB SUSANTO, MSc
Witness

DR. RACIDON P. BERNARTE
Witness

SUDRAJAT, S.Kep. Ners. M.Kep
Akademi Keperawatan Islamic Village Tangerang

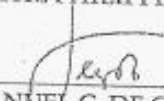
DR. EMANUEL C. DE GUZMAN
Society of Academic Research for Tourism & Hospitality Philippines



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT


- G. Each Party will provide assistance, and / or the necessary letters of invitation or affiliation to facilitate the visa applications of Participating Researchers / Scholars in all international events (if required).
- H. Joint proposal and engagement in research programs sponsored by funding agencies nationally and internationally.
- I. Researchers from PUP shall comply with the Research Guidelines of the University to avail of Research grant.
- J. This MOU will remain in force until a separate agreement is agreed and signed by both parties. Either Party may terminate this MOU by giving not less than 3 months' prior written notice to the other Party but such termination shall not affect any rights or obligations of the Parties, which may have accrued prior to termination or any provisions that are expressly intended to continue in force after termination.
- K. The parties may enter into specific written agreements under authority of this MOU to clarify and define the nature, extent and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues.
- L. No Party may assign any rights or obligations under this MOU or any part hereof to any person or entity without the prior written consent of the other party.
- M. Both Parties shall use all reasonable efforts to resolve amicably any dispute(s) that may arise concerning this MOU.
- N. Prior to initiating any specific activity or program contemplated by this MOU, both parties will enter into a separate agreement signed by each of their authorized signatories that describes the terms of the arrangement, including the budgets. Each party will designate a Liaison Officer to develop and coordinate specific activities or programs.

IN WITNESS WHEREOF, the PARTIES to this Agreement hereby affix their signatures this Wednesday of February 17th, 2016 at Jakarta, Indonesia.

POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES
By: 
DR. EMANUEL C. DE GUZMAN
President


DR. RACIDON P. BERNARTE
Director, REMO

AKADEMI KEMERAWATAN ISLAMIC VILLAGE
TANGERANG
By: 
SUDRAJAT, S.Kep. Ners. M.Kep
Director

Signed in the Presence of: 
Dr. rer. nat. AB SUSANTO, Msc
Deputy Director of SEAMEO-SEAMOLEC



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

ACKNOWLEDGMENT

Proof of Identity

DR. EMANUEL C. DE GUZMAN PUP ID No.91064 issued at Sta. Mesa, Manila on 9/19/12;

SUDRAJAT, S.Kep. Ners. M.Kep acting as Director of AKPER ISLAMIC VILLAGE TANGERANG, INDONESIA.

known to me to be the same persons who executed this instrument and acknowledged the same as their free and voluntary act and deed, and of the entities they respectively represent.

This document consists of three (3) pages including the page where this Acknowledgment is written, and the parties and their instrumental witnesses signed at the right margin of each and every page hereof.

WITNESS MY HAND AND SEAL on this Wednesday of February 17th, 2016 in the Jakarta, Indonesia.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF UNDERSTANDING entered into this 17th day of February 2016, by and between:

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a state university created and organized under the laws of the Republic of the Philippines with office address at Anonas St., Sta. Mesa, Manila, herein duly represented by its President, DR. EMANUEL C. DE GUZMAN, hereinafter referred to as "PUP".

And

AMIKOM SULTAN AGUNG BEKASI with head office at Jl. Ir. H. Juanda No.139 Bekasi, West Java, Indonesia, herein duly represented by Director, NUR RAHMAN, S.Kom., M.Si, hereinafter referred to as "AMIKOM SULTAN AGUNG BEKASI".

WITNESSETH:

PUP and AMIKOM SULTAN AGUNG BEKASI are individually referred to as a "Party" and collectively as the "Parties". The Parties have reached an understanding on the following:

- A. AMIKOM SULTAN AGUNG BEKASI is an institution which specializes in Research, Training and Development and with extensive international technical and professional expertise, know-how and expertise to conduct research and development consultancy, trainings and international events.
- B. PUP a leading higher educational institution in the Philippines with academic prestige in the region and carrying a good repute as a quality education university in the Philippines.
- C. Both Parties will work in mutual interest in the fields of research, training and development, organizing international research and development events for dissemination and promotion of research knowledge and scholarship across the world.
- D. Both parties will provide necessary and appropriate guidance and supervision to support each other for the training and research activities.
- E. PUP will appoint a supervisor / coordinator from among its own staff to facilitate the AMIKOM SULTAN AGUNG BEKASI for coordination and communication.
- F. Both parties will work on different projects such as organizing research conferences, research projects and trainings in the Philippines and internationally and will facilitate each other in development, execution, writing-up, submission and examination of the whole project.
- G. Each Party will provide assistance, and / or the necessary letters of invitation or affiliation to facilitate the visa applications of Participating Researchers / Scholars in all international events (if required).

DR. RACIDON P. BERNARTE
Witness

DR. EMANUEL C. DE GUZMAN
Witness

NUR RAHMAN, S.Kom., M.Si
Amikom Sultan Agung Bekasi

DR. EMANUEL C. DE GUZMAN
Society of Academic Research for Tourism & Hospitality Philippines



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

ACKNOWLEDGMENT

Proof of Identity

DR. EMANUEL C. DE GUZMAN PUP ID No.91064 issued at Sta. Mesa, Manila on 9/19/12;

NUR RAHMAN, S.Kom., M.Si acting as Director of AMIKOM SULTAN AGUNG BEKASI, INDONESIA.

known to me to be the same persons who executed this instrument and acknowledged the same as their free and voluntary act and deed, and of the entities they respectively represent.

This document consists of three (3) pages including the page where this Acknowledgment is written, and the parties and their instrumental witnesses signed at the right margin of each and every page hereof.

WITNESS MY HAND AND SEAL on this Wednesday of February 17th, 2016 in the Jakarta, Indonesia.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

P. B
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Republic of the Philippines
DEPARTMENT OF SCIENCE AND TECHNOLOGY
PHILIPPINE COUNCIL FOR INDUSTRY, ENERGY AND EMERGING
TECHNOLOGY RESEARCH AND DEVELOPMENT
4th and 5th Levels, Science Heritage Building, Bicutan, Taguig City

MEMORANDUM OF AGREEMENT

Project Title: *Novel Material as Anode Cathode Electrode for Power Generator Al-Air Reactor*

PCIEERD Project No.: 07319

KNOWN ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between:

The **PHILIPPINE COUNCIL FOR INDUSTRY, ENERGY AND EMERGING TECHNOLOGY RESEARCH AND DEVELOPMENT (PCIEERD)**, a government agency under the Department of Science and Technology (DOST) created pursuant to the approved rationalization plan in accordance with the provision of Executive Order No. 366, hereinafter referred to as "**DOST-PCIEERD**", the Funding/Monitoring Agency, with principal office at 4th and 5th Levels, Science Heritage Building, Bicutan, Taguig City, Metro Manila, Philippines represented in this Agreement by its Executive Director, **DR. ENRICO C. PARINGIT**;

-and-

The **POLYTECHNIC UNIVERSITY OF THE PHILIPPINES**, a state university governed by the Board of Regent in accordance with provision of Presidential Decree No. 1341, hereinafter referred to as **UNIVERSITY** with main address at A. Mabini Campus, Anonas Street, Sta. Mesa Manila represented in this Agreement by its President, **DR. EMANUEL C. DE GUZMAN**, herein referred to as the Implementing Agency.

WITNESSETH:

WHEREAS, the above-mentioned research and development (R&D) project hereinafter referred to as the Novel Material as Anode and Cathode Electrode for Power Generator Al-Air Reactor has been thoroughly evaluated by **DOST-PCIEERD** and was duly approved by the **PCIEERD Governing Council** in its 93rd meeting on **08 April 2019** through GC Resolution No. 27, series of 2019;

NOW THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** hereby agree to the following terms and conditions:



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

I. OBJECTIVES OF THE PROJECT

1. To develop a novel material as anode electrode for Aluminum-air-based battery
2. To characterize the developed electrode physical and electrochemical property
3. To design and fabricate a working prototype Al-air-based battery pack utilizing the developed anode electrode so as to evaluate its energy generation performance.
4. To test the developed Al-air-based battery pack for actual utilization as battery for electric bicycle, smart phone charger and battery for DC lighting system

II. OPERATION OF THE PROJECT

The Project shall be undertaken by the **UNIVERSITY** in accordance with the approved project proposal (made part hereof as Annex "A") and the Revised DOST-GIA Guidelines (A.O. 009 S. of 2017).

III. FUNDING ASSISTANCE

The **DOST-PCIEERD** shall provide grant in the amount of Ten Million Three Hundred Twenty Nine Thousand Six Hundred Forty Six Pesos (Php 10,329,646.00) for two (2) years with an initial Year 1 grant of Seven Million Four Hundred Ninety Seven Thousand Three Hundred Twenty Three Pesos (Php 7,497,323.00) to be expended based on the scheduled release of funds and as allocated in the approved Project Line-Item Budget (made part hereof as Annex "B"). Guidelines on the Grants-in-Aid Program as may be determined by the **DOST-PCIEERD** shall govern the implementation of the Project.

The activities, operation of books of accounts and records of the projects shall be subject to reasonable inspection by authorized representatives of **DOST-PCIEERD**. The **DOST-PCIEERD** reserves the right to discontinue the projects or its assistance at any time for cause as determined by the **DOST-PCIEERD**, to include but not be limited to, violation of the Grant Agreements, fraud or falsity in the **UNIVERSITY**'s warranties and representation as provided by the proponent or upon determining that the results which were obtained or reasonably expected do not justify further activity.

All income/interest derived from the program/projects, if any, and all unexpended balance shall be reported immediately and remitted to **DOST-PCIEERD** by the **UNIVERSITY** after the termination of the program/projects.

IV. PROJECT DURATION

The Project shall be completed within a period of twenty four months with the Year 1 implementation covering the period **01 June 2019** to **31 May 2020**. Parties shall agree on the starting date of implementation, which shall not be later than the date of receipt of funds by the **UNIVERSITY**.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

V. FUND RELEASE AND UTILIZATION

The financial grant shall be released by the **DOST-PCIEERD** to the **UNIVERSITY**, subject to applicable rules and regulations and availability of funds.

The **UNIVERSITY** shall abide by the applicable rules and regulations on disbursement and utilization as mandated by the **DOST-PCIEERD** and existing government accounting and auditing rules and regulations, to include in particular but not be limited to, rules on direct and indirect costs.

VI. PROJECT PROPERTIES

Project References: Mention of above-stated project in any and all publication, literature and information material in whatever media form shall state reference to the **DOST-PCIEERD** as project Funding/Monitoring Agency, and **UNIVERSITY** as the Implementing Agency. Failure on the part of any party to comply with this provision shall be ground for written documented protest; further, repeated non-compliance with this provision by one party shall allow the aggrieved party to inform affected third parties in writing and require proper attribution through publication, with cost charged against the offending party.

Intellectual Property (IP): Ownership and utilization of IPs and Intellectual Property Rights (IPRs) resulting from the project shall be governed by the Philippine Technology Transfer Act of 2009. The **UNIVERSITY** and the Project Leader acknowledge that they have read, understood and hereby agree to be bound by the provisions of the said Act. In case of conflict with other laws, rules or regulations, the said Act shall prevail.

Records of Equipment: The Property Officer/s of the **DOST-PCIEERD** and **UNIVERSITY** shall maintain a complete and updated record of all equipment purchased out of the grant funds. Inventory of equipment shall be conducted by the **DOST-PCIEERD** during the implementation of the project.

Ownership of Equipment: The **DOST-PCIEERD** shall initially own all equipment, including but not limited to the fabricated equipment, under its account until it may deem fit to transfer the same to other projects or implementing institutions, subject to existing government accounting and auditing rules. The **UNIVERSITY** shall be accountable for the equipment duly receipted until the physical transfer/donation or disposition of ownership, as determined by the **DOST-PCIEERD**.

Upon request, the ownership of equipment may be transferred subject to the approval from **DOST-PCIEERD**. The **DOST-PCIEERD** reserves the right to transfer ownership of such government equipment subject to existing government accounting and auditing laws, rules and regulations.

VII. ACCOMPLISHMENT AND FINANCIAL REPORTS

The **UNIVERSITY** shall submit to the **DOST-PCIEERD** all technical and financial reports as mandated by the **DOST-PCIEERD**, pursuant to applicable rules and regulations. The



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

UNIVERSITY shall likewise acknowledge the assistance of the DOST-PCIEERD in relevant project-related activities.

VIII. GENERAL PROVISIONS

Amendment: This Agreement may only be amended in writing and by mutual consent of both parties.

Authority to Sign: Each person signing this agreement represents and warrants that he/she is duly authorized to sign this agreement. In the unlikely event that the person signing for the other party is not authorized to do so, the latter agrees to hold the other party/ies harmless for any cause or consequence of the absence/lack of authority to sign.

Arbitration: All disputes arising between and among the parties as to interpretation, operation or effect of any clause in the Agreement or any other difference between the parties shall first be resolved amicably. In case of failure, the Rules on Alternative Dispute Resolution (ADR) between national government agencies under Republic Act No. 9285 shall apply.

Indemnification: Each party shall indemnify, hold free and harmless, and defend at its own expense the other party/ies from and against all suits, claims, demands, and liabilities of any nature or kind, arising out of acts or omissions of the former, in the performance of any activity in connection with the program/project, including those that may be initiated by its employees, workers, agents, subcontractors, or by any other entity or persons against said party by reason of or in connection to the program/project.

Venue: The parties further agree that in case of legal action requiring court litigations that may arise in the enforcement of this Agreement, the venue of court litigation shall be in the Court of Competent Jurisdiction sitting in Taguig City only.

Separability Clause: If any part or provision of this Agreement is held invalid or unconstitutional, the other provisions not affected thereby shall remain in force and in effect.

IX. COMPLIANCE WITH LAWS AND POLICIES

The UNIVERSITY shall comply with the provisions of the Philippine Technology Transfer Act of 2009 (Republic Act No. 10055) and its Implementing Rules and Regulations (Joint DOST-IPO Administrative Order No. 02-2010), Guidelines on Intellectual Property Valuation, Commercialization and Information Sharing (Joint DOST-DTI-IPOPHL A.O. No. 001 s. 2012), DOST Intellectual Property Policy (DOST A.O. No. 004 s. 2015), Technology Transfer Protocol (DOST A.O. No. 009 s. 2015), Intellectual Property Management Protocol (DOST A.O. No. 004 s of 2016), Guidelines on the Constitution of the Fairness Opinion Board (FOB) and the Issuance of Fairness Opinion Report (FOR) under R. A. No. 10055 (DOST Memorandum Circular No. 003 s. of 2015), Guidelines on the Fast-Tracked Issuance of FOR under R. A. No. 10055 (DOST M. C. No. 007, s. of 2016), Adoption of the DOST Data Sharing Policy (DOST A. O. No. 003 s. of 2015) and its Implementing Guidelines, the DOST Administrative Order No. 009 Series of 2017 (Revised DOST-GIA Guidelines) and other government laws, rules and policies as applicable.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

IN CONSIDERATION of the mutual covenant set forth above, witness our signatures
this _____ day of _____, 2019, at _____, Philippines.

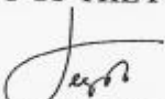
Funding/Monitoring Agency:

**PHILIPPINE COUNCIL FOR INDUSTRY, ENERGY, AND EMERGING
TECHNOLOGY RESEARCH AND DEVELOPMENT COUNCIL**

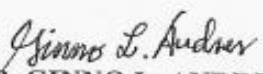

DR. ENRICO C. PARINGIT
Executive Director, DOST-PCIEERD
Paul

Implementing Agency:

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES – STA. MESA


DR. EMANUEL C. DE GUZMAN
President, PUP- Sta. Mesa

WITNESS:


DR. GINNO L. ANDRES
Project Leader, PUP – Sta. Mesa


NONILO A. PEÑA
Chief SRS, DOST-PCIEERD

Certified Funds Available:


MARISSA G. DALAY
Chief Accountant, DOST-PCIEERD



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF TAGUIG}S.S.

BEFORE ME, A Notary Public for and in the City of TAGUIG CITY this 02 JUL day 2019
of _____ personally appeared:

	Government Issued Identification	Date/Place Issued
ENRICO C. PARINGIT	Passport #: SO014341A	18 March 2019/DFA Manila
EMANUEL C. DE GUZMAN	Passport #: <u>PUP # 91064</u>	<u>MANILA 9/19/12</u>
GINNO L. ADDRESS	Passport #: <u>P7987580A</u>	<u>18 JULY 2018/DFA Manila</u>

Known to me as the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent.

This instrument, consisting of six (6) pages, including this page whereon this Acknowledgment is written, are signed by the parties together with their instrumental witnesses one each every page thereof

TO THE TRUTH OF FOREGOING, witness now my hand and seal on the date and place first above written.

Doc. No. 159
Page No. 83
Book No. X
Series of 2019

RACHEL GINAYAN W. COPANUT-PANGWI
NOTARY PUBLIC UNTIL DEC. 31, 2019
Notarial Commission Appt. No. 19 (2018-2019)
#22 Gen. Santos Ave., Lower Bicutan, Taguig City
PTR NO. A-4248764/1-3-19, Taguig City
IBP O.R. No. 056215/12-06-18, RSM
MCLE Comp. No. VI-0019686/3-1-2019
ROLL NO. 61627



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
Office of the PRESIDENT
OFFICE OF THE UNIVERSITY / BOARD SECRETARY

CERTIFICATION

This is to certify that during the 154th Regular Meeting of the Board of Regents held on 20 October 2016 at CHED Executive Lounge, 4th Floor, HEDC Building, C.P. Garcia Avenue, UP Campus, Diliman, Quezon City, the Board **approved** the Memorandum of Agreement between the Smart Communications Inc. and Polytechnic University of the Philippines (PUP) for the renewal of Smart Wireless Engineering Education Program (SWEEP) as per Board Resolution No. 1536, Series of 2016.

WITNESS MY HAND and dry seal this 25th day of October 2016.


ATTY. GARY CAMITAN AURE
University/ Board Secretary

2nd South Wing PUP A, Mabini Campus Anonas Street, Sta. Mesa, Manila Phone: (Direct Line) 716-63-08
(Trunk Line) 716-78-32 (Local) 265 & 213; website: www.pup.edu.ph e-mail: boardsec@pup.edu.ph

“THE COUNTRY’S 1ST POLYTECHNICU”



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT (the "Agreement") is entered into on this _____ day of _____ 2016, by and between:

SMART COMMUNICATIONS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Smart Tower, 6799 Ayala Avenue, Makati City, represented in this act by **MARIO G. TAMAYO**, in his capacity as Group Head of Technology, and hereinafter referred to as "SMART";

-and-

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, an educational institution duly organized and existing under and by law of the Republic of the Philippines, with principal office address at _____, represented in this act by _____, President,



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE UNIVERSITY LEGAL COUNSEL

January 20, 2016

FOR: PRES. EMANUEL C. DE GUZMAN

For Board Approval

Respectfully endorsed for your signature is the MOA with SMART COMMUNICATIONS INC. for the renewal of Smart Wireless Engineering Education Program (SWEEP) which will include setting up of additional computers, mobile phones and tablets to enhance technical and hands-on training of faculty of the University.

Thank you.

Reviewed and prepared by:

For:
ATTY. MICHELLE KRISTINE D. SARAUM

Recommending approval:

ATTY. JOANNA MARIE A. LIAO
Office-in-Charge



Rm. 302 South Wing PUP A, Mabini Campus Anonas Street, Sta. Mesa, Manila
Phone: (Trunk Line) 716-7832 (Local) 220/396
e-mail: legal@pup.edu.ph

"THE COUNTRY'S 1ST POLYTECHNICU"



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

A. SET- UP OF VARIOUS TELECOMMUNICATIONS EQUIPMENT

1. In addition to the existing equipment already installed and donated by SMART in the SWEEP Phases 1 and 2 Project, a new set of equipment and peripherals shall be installed in the SMART SWEEP Laboratory and donated by SMART to the UNIVERSITY. The specifications of these equipment are enumerated in Annex "A" hereto attached and made an integral part of this Agreement.
2. The GSM equipment initially installed during the SWEEP Phase 1 shall be maintained in the SMART SWEEP Laboratory, subject to the rights and obligations of the University as provided under Section C(1) of this Agreement.

B. RIGHTS AND OBLIGATION OF SMART

1. SMART shall provide to the UNIVERSITY two (2) Personal Computers (PC), one (1) High-end Android phone, two (2) Tablet with wifi and data capability and Android Developer Registration (all collectively referred to as the "Android Developer Equipment"), and internet connection (with speed of 2Mbps/256 kbps) for the duration of the Agreement.

The Android Developer Equipment, including the internet connection, shall be installed in the SMART SWEEP Laboratory.

2. SMART shall shoulder the cost of transportation and installation of the Android Developer Equipment to be installed within the UNIVERSITY premises.
3. SMART shall train the UNIVERSITY Faculty on:
 - A. Mobile Application Development
 - B. Internet Protocol (IP)
 - C. Cloud Computing
4. SMART shall provide other relevant trainings, as the need arises, and subject always to the availability of competent trainers and other training resources.
5. The Android Developer Equipment installed in the SMART SWEEP Laboratory shall become the property of the UNIVERSITY upon installation.
6. SMART shall undertake any repair and/or replacement needed for the PCs in the SMART SWEEP Laboratory from delivery and installation until one (1) year thereafter provided that any damage or defect was not caused by the act or omission of the UNIVERSITY.
7. SMART shall accommodate On-the-Job-Trainees (OJTs) of the UNIVERSITY. The total number of OJTs shall be based on a special arrangement between the UNIVERSITY and on how many SMART can accommodate at a given time to ensure that all trainees shall have full hands-on experience and as long as the guidelines and requirements of SMART on OJT Programs are observed.
8. SMART shall provide assistance to the UNIVERSITY in the proper disposal of old CDMA/TACS equipment installed in SMART SWEEP Laboratory.

Smart

[Signature]
SMART
Sweep Project
2015



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

9. SMART shall shoulder the power consumption/cost of the GSM equipment referred to in Section A(2) and the air conditioning units needed for the said GSM equipment.

C. RIGHTS AND OBLIGATION OF THE UNIVERSITY

1. The UNIVERSITY shall ensure that for the duration of the Agreement, the SMART SWEEP Laboratory set up by SMART shall not be affected by any renovation, relocation, transfer and/or construction to be undertaken by the UNIVERSITY. Should there be a necessity to transfer or remove the SMART SWEEP Laboratory as a result of any renovation, relocation, transfer and/or construction by the UNIVERSITY, SMART shall assist the UNIVERSITY in transferring the SMART SWEEP Laboratory and/or the SMART Facility to a new site to be agreed upon between SMART and the UNIVERSITY, provided that the UNIVERSITY shall shoulder the financial costs for such transfer.
2. The UNIVERSITY shall undertake repair and maintenance of the PCs in the SMART SWEEP Laboratory after the one (1) year period provided in Section B(6).
3. The UNIVERSITY shall identify the faculty member/s and/or other UNIVERSITY personnel who will undergo training, ensure that these faculty members and/or UNIVERSITY personnel attend the scheduled training as agreed by both Parties.
4. The UNIVERSITY shall identify a coordinator who will be the point person of the UNIVERSITY for SWEEP (the "SWEEP Coordinator") and vice versa. The SWEEP Coordinator will inform SMART of any change in the UNIVERSITY's officers who are involved in the implementation of SWEEP Phase 3. Upon the execution of this Agreement the Parties shall assign their respective coordinators and subsequent replacement thereof shall be promptly communicated by either party to the other.
5. During appropriate times, the UNIVERSITY shall allow SMART to conduct merchandising activities within the UNIVERSITY premises. Provided, however, that advance notice in writing to the UNIVERSITY must be made by SMART before the intended date of activity. Provided, further, that SMART shall also provide an advance copy of the plan and/or agenda of the activity for the approval by the UNIVERSITY Administration, which approval shall not be unreasonably withheld.

APPROVED

D. CORPORATE GOVERNANCE

To the extent applicable to the implementation of this Agreement, the Parties will comply with their respective internal business rules or Corporate Governance policies. The Parties shall address or resolve violation(s) in accordance with their own internal business rules or Corporate Governance policies.

E. MISCELLANEOUS PROVISIONS

1. This Agreement shall take effect beginning from May 5, 2013 and shall remain in force until May 4, 2018 (the "Initial Term"). Thereafter, this Agreement will be automatically renewed every twelve (12) months unless earlier terminated by either Party by giving not less than ninety (90) days prior notice in writing to the other Party. Provided, that, this Agreement may be terminated by either Party within the Initial Term, without penalty for pre-termination

[Handwritten signature]
Date: _____



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
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COMPUTER ENGINEERING DEPARTMENT

- 2016/09/09*
2. In no event shall SMART be liable for any indirect, special, or consequential damages, or any other damages not directly attributable to the fault or negligence of SMART arising from this Agreement, such as lost revenues and lost opportunity.
 3. SMART shall not be held legally liable for any criminal, civil, and administrative responsibility resulting from any incidents, health problems, and the like, that may result from the UNIVERSITY's use of the property of this Agreement unless it is attributable to the fault or negligence of the former.
 4. SMART shall not be held liable in any manner for the respective acts and omissions of the UNIVERSITY, its representatives, agents, or employees, or any person or entities contracting with the UNIVERSITY, including, without limitation, the UNIVERSITY's failure to compensate its employees, agents, marketers and representatives who will be involved in SWEEP.
 5. The UNIVERSITY, its agents, representatives and/or assigns are not authorized to make, and shall not make, any representations or warranties with respect to SMART except those representations or warranties authorized in writing by SMART.
 6. The UNIVERSITY shall indemnify, defend and hold SMART, its officers, employees, directors and agents free and harmless from and against any and all liabilities, costs, damages and expenses (including attorney's fees) resulting from the UNIVERSITY's (or its employees, agents, or independent contractors) negligent acts or omissions in this Agreement, misrepresentation of the UNIVERSITY, or unauthorized or illegal acts.
 7. SMART and the UNIVERSITY agree that each shall not be held liable for its failure to continue its respective obligations herein for causes that are beyond its control such as earthquakes, typhoons and other events of force majeure, including government policies, action and intervention, national emergencies and war.
 8. This Agreement shall be binding to both SMART and the UNIVERSITY, and their respective legal successors and assigns, and all rights and obligations of either Party as herein provided shall not be assigned to any third party without the prior written consent of the other Party.
 9. The Parties shall endeavor to resolve all disputes arising from or resulting from this Agreement in an amicable manner. All disputes, controversies and claims arising out of, or relating to this Agreement which cannot be settled amicably by negotiation between the parties shall be filed exclusively in the proper court of Makati City, to the exclusion of all courts, and venues. This Agreement shall be interpreted, construed in accordance with, and governed by Philippine law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

SMART COMMUNICATIONS, INC.

POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES

By:

By:


MARIO G. TAMAYO
Technology Group Head

EMANUEL C. DE GUZMAN
President

Signed in the presence of:


SMART
Legal Reviewed





POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

P.D. I 1



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT



Smart Communications, Inc.
1209 Ayala Avenue
1226 Makati City
Philippines
+63 2 8170011
www.smart.com.ph

June 17, 2011

Dr. Dante G. Guevarra, DPA
President
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
Anonas Street, Sta. Mesa, Manila 1008

Dear Dr. Guevarra:

SWEEP or the **Smart Wireless Engineering Education Program** is a first-of-its-kind industry-academe partnership that seeks to improve the level of technology and engineering education in the country, particularly in the field of Electronics and Communications Engineering (ECE). The program, which started in 2003, is designed to complement the school's existing ECE programs by providing schools with: (1) a wireless SWEEP laboratory and, (2) a continuing education program.

SWEEP, now on its 8th year, is adding a new dimension to the Program through a Scholarship Facility for graduating technology students. The Scholarship Program will be offered initially only to partner state colleges and universities under SWEER and the Polytechnic University of the Philippines – Manila has been selected to avail of this facility.

For School Year 2011 – 2012, Smart is granting the scholarship to one (1) full time, graduating student taking up any of the following degree courses in your school: Electronics Engineering, Computer Engineering, Computer Science or Information Technology. To give you a better understanding of the Scholarship Program, please review the attached Scholarship Mechanics.

Should you be interested to avail of the Scholarship, please:

1. Accomplish and submit to SMART the attached letter of Intent and
2. Sign the attached Memorandum of Agreement (MOA) with SMART for the Scholarship Program

We request your immediate confirmation on or before June 24, 2011 (Friday) to Ms. Michelle Bayhonan of SMART Public Affairs at telephone number (02) 511-3103; mobile (0929) 770.0963; and/or e-mail JLBayhonan@smart.com.ph.

Thank you and we hope to be your partner in investing in our future engineers.

Sincerely yours,

Stephanie V. Orlino
Education Program Manager
Public Affairs Group
Smart Communications, Inc.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT



Scholarship Mechanics
SY 2011-2012

I. Program Overview

SWEEP or the Smart Wireless Engineering Education Program is a first-of-its-kind industry-academe partnership that seeks to improve the level of technology and engineering education in the country, particularly in the field of Electronics and Communications Engineering (ECE). The program, which started in 2003, is designed to complement the school's existing ECE programs by providing schools with:

- A wireless SWEEP laboratory and
- A continuing education program which includes training and speakerships provided by Smart's local engineers, an annual technology seminar participated in by Smart's technology vendors, a year-round On-the-Job Training of students at Smart's local facilities, an annual faculty immersion also at Smart's local facilities, field trips, an annual Leadership Forum for School Administrators and an annual SWEEP Innovations and Excellence Awards.

II. Rationale:

SWEEP, now on its 8th year, sees the imperative to add a new dimension to the Program through a Scholarship Facility for graduating technology students, initially from partner state colleges and universities under SWEEP.

By investing in future engineers, SMART

- Invests in deserving students to give them the opportunity to enhance their lives.
- Invests in its partner SWEEP schools to aid in its thrust to provide quality education to its students, who are the resources to build the country's future.
- Invests in the company to aid in its quality human resource requirements amidst a global economy.
- Invests in the country to help the nation compete globally and develop the planet sustainably.

III. School Eligibility

Initially, the Scholarship Program is open only to state colleges and universities that are members of the SWEEP network of schools.

**It is premised that students in state colleges and universities are in more need of financial assistance to pursue their studies. Further, limited resources will serve a larger number of beneficiaries in the State schools.*



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Scholarship Mechanics
SY 2011-2012

13 SWEEP Partner schools out of 45 (as of May 2011) are identified as state colleges or universities. These are as follows:

Total = 13 schools

Metro Manila = 4 schools

1. Pamantasan ng Lungsod ng Maynila
2. Polytechnic University of the Philippines
3. Technological University of the Philippines – Manila
4. University of Makati

North Luzon = 4 schools

1. Bulacan State University
2. Mariano Marcos State University
3. Nueva Ecija University of Science and Technology
4. Tarlac State University

South Luzon = 2 schools

1. Batangas State University
2. Bataan State Peninsula University

Visayas = 1 school

1. Technological University of the Philippines – Visayas

Mindanao = 2 schools

1. Mindanao State University – General Santos
2. University of Southeastern Philippines

IV. Student Eligibility

To avail of the scholarship, the student must:

1. Be a Filipino citizen
2. Be a full time, graduating student taking up any of the following degree courses: Electronics Engineering, Computer Engineering, Computer Science or Information Technology.
3. Be in good physical and mental health
4. Not be receiving other scholarships
5. Have an excellent academic record and pass all the academic subjects in his/her enrolled curriculum with a minimum grade of "2.5" per subject or better, and with no grade of "5.00" or unremoved "4.00" or "inc." in the semester immediately preceding the application



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COMPUTER ENGINEERING DEPARTMENT



Scholarship Mechanics
SY 2011-2012

6. Not only excel academically but also has leadership potential and community involvement thru active participation in program and club activities from the college, university and the community
7. Possess good moral character and must not have any record of disciplinary action for the duration of the program
8. Be financially needy (parents' annual gross income must not exceed P300,000 or may vary depending on the financial bracketing set by the school)
9. Carry a regular academic load prescribed for every year of the academic term of the course
10. Not shift to another course/major other than the original course/major at the time of application to and acceptance into the Program.
11. Understand that as recipient of the scholarship, SMART reserves the right of first refusal for possible employment of the Scholar upon graduation.

V. Benefits of becoming a SWEEP Scholar

- Payment of assessed school fees not exceeding P6,000.00 per semester
- Book allowance of P2,000.00 per semester
- Stipend of P3,000.00 per month

Note: Chosen scholar must have a Smart Money card where Smart will credit the book allowance and the stipend every month

VI. School Application for the Scholarship

The School must:

1. Accomplish and submit to SMART the letter of intent.
2. Sign a Memorandum of Agreement (MOA) for the Scholarship Program with SMART
3. Run the Scholarship Program in the school
 - a. Cascade information regarding the Scholarship Program
 - b. Select three qualified students and endorse to Smart
 - c. Submit to SMART CV/Resume of the three (3) selected students

VII. Student application for Scholarship

Interested students must accomplish the SWEEP Scholarship Application Form and must apply at their respective Scholarship Offices.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** (the "Agreement") is entered into on this ____ day of _____ 2011, by and between:

SMART COMMUNICATIONS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Smart Tower, 6799 Ayala Avenue, Makati City, represented in this act by **RAMON R. ISBERTO**, in his capacity as Public Affairs Group Head, and hereinafter referred to as "**SMART**";

-and-

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a university in the Philippines, with principal address at Anonas Street, Sta. Mesa, Manila, represented by its President, **DR. DANTE G. GUEVARRA**, hereinafter referred to as the "**SCHOOL**".

(SMART and the SCHOOL may hereinafter be collectively referred to as "Parties" or individually as "Party".)

WITNESSETH:

WHEREAS, SMART, under its corporate social responsibility program for education dubbed "*Kabalikat sa Edukasyon*," is implementing the following industry-academe programs in partnership with select colleges and universities in the Philippines:

- a. Smart Wireless Engineering Education Program (SWEEP): Aims to uplift engineering education in the country by way of providing technical training on the latest technologies available in the market and hands-on experience on various telecommunications equipment.
- b. Application Developer's Intro School (ADIS): Aims to uplift Information Technology (IT) education in the country by embedding this programming course in the schools as an elective to train students for real-life IT projects in a telecommunications environment.

WHEREAS, SMART would like to expand its assistance to partner state colleges and universities under SWEEP and ADIS by providing scholarships for graduating students taking up any of the following degree courses: Electronics Engineering, Computer Engineering, Computer Science, and Information Technology.

WHEREAS, the SCHOOL, consistent with its mission to provide quality tertiary education to those who need it, is willing to accept prospective college students who may be recipients of such financial and other assistance.

NOW, THEREFORE, for and in consideration of the following terms and conditions, the Parties hereby agree to facilitate the scholarship program.

A. SMART shall:

1. Select one (1) graduating student taking up any of the above-mentioned degree courses from the SCHOOL (the "Scholar").
2. Provide the Scholar the following per semester:
 - a. Payment of assessed school fees not exceeding Six Thousand Pesos (Php 6,000.00)
 - b. Monthly stipend of Three Thousand Pesos (Php 3,000.00) to be given at the end of every month



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c. Book allowance of Two Thousand Pesos (Php 2,000.00)

The monthly stipend and book allowance shall be released through Smart Money.

3. Assess the Scholar, upon graduation, for possible employment in the company.

B. SCHOOL shall:

1. Select three (3) students qualified to avail of the scholarship, based on the scholarship guidelines released by SMART, and endorse them to SMART. The scholarship guidelines are hereto attached as "Annex A."
2. Report to SMART, at the end of every semester, the academic and school standings of the Scholar. This shall be the basis of checking if any of the grounds for termination of eligibility as a Scholar, as listed in the scholarship guidelines, exists.
3. Vouch that the Scholar is not a recipient of any other scholarships aside from the scholarship provided by SMART.
4. Ascertain that the SMART Scholar will receive just and equitable opportunities similar to its regular students and shall not be deprived to avail all of them.
5. Ensure that the Scholar will prioritize SMART, over other companies and institutions, in his/her employment search upon graduation.

SMART reserves the right of first refusal for possible employment of the Scholar upon graduation.

C. TERM AND TERMINATION

This Agreement may be amended only by a written mutual agreement of the Parties. Either Party may terminate this Agreement by serving a written notice of termination to the other Party at least thirty (30) days prior to the intended date of termination. This Agreement is valid for School Year 2011 – 2012, that is, from June 2011 to May 2012.

D. CORPORATE GOVERNANCE

The parties warrant and represent that their business activities are regulated by their own internal business rules or Corporate Governance policies which are compliant with each of their applicable laws.

As a condition precedent to the execution of this agreement, the parties agree to exchange their relevant Corporate Governance policies for review to ensure that entering into this agreement will not conflict with, violate or contravene any of these policies.

To the extent applicable to the implementation of this agreement, the parties will comply with their respective internal business rules or Corporate Governance policies. In this connection, the parties shall [a] advise or inform each other about any violation, whether actual or potential, by any person of their respective and/or each other's policies in relation to this agreement; [b] address or resolve such violation in accordance with their own internal business rules or Corporate Governance policies; and, [c] inform the other party of the action taken thereon. In the event that this agreement is later found to be violative of the internal business rules or Corporate Governance policies of either party, the parties shall negotiate in good faith to amend and revise this agreement to make it compliant with the internal business rules or Corporate Governance policies found to have been violated.

The parties finally agree that any dispute, breach or violation of this provision shall be dealt with, remedied and/or resolved in accordance with the appropriate provisions of this agreement on dispute settlement.



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COMPUTER ENGINEERING DEPARTMENT

E. MISCELLANEOUS PROVISIONS

1. In no event shall SMART be liable for any direct, indirect, special, or consequential damages, or any other damages arising from this Agreement;
2. SMART shall not be held liable in any manner for the respective acts and omissions of the SCHOOL, its representatives, agents, or employees, or any person or entities contracting with the SCHOOL, including, without limitation, the SCHOOL's failure to compensate its employees, agents, marketers and representatives who will be involved in the SWEEP Scholarship Program.
3. The SCHOOL, its agents, representatives and/or assigns are not authorized to make, and shall not make, any representations or warranties with respect to SMART except those representations or warranties authorized in writing by SMART.
4. The SCHOOL shall indemnify, defend and hold SMART, its officers, employees, directors and agents free and harmless from and against any and all liabilities, costs, damages and expenses (including attorney's fees) resulting from the SCHOOL's (or its employees, agents, or independent contractors) negligent acts or omissions in this Agreement, misrepresentation of the SCHOOL, or unauthorized or illegal acts.
5. SMART and the SCHOOL agree that each shall not be held liable for its failure to continue its respective obligations herein for causes that are beyond its control such as earthquakes, typhoons and other events of force majeure, including government policies, action and intervention, national emergencies and war.
6. This Agreement shall be binding to both SMART and the SCHOOL, and their respective legal successors and assigns, and all rights and obligations of either Party as herein provided shall not be assigned to any third party without the prior written consent of the other Party.
7. The Parties shall endeavor to resolve all disputes arising from or resulting from this Agreement in an amicable manner. All disputes, controversies and claims arising out of, or relating to this Agreement which cannot be settled amicably by negotiation between the parties within thirty (30) days from the commencement of negotiations shall be settled by arbitration in Makati City under the rules of the International Chamber of Commerce, to the exclusion of all other courts, fora and venues. This Agreement shall be interpreted, construed in accordance with, and governed by Philippine law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SMART COMMUNICATIONS, INC.

By:

RAMON R. ISBERTO
Public Affairs Group Head

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES

By:

DR. DANTE G. GUEVARRA
President

Signed in the presence of:

MANUEL M. MUHI



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
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Scholarship Mechanics
SY 2011-2012

VIII. Selection of Scholars

The school will pre-qualify three (3) students and endorse the same to SMART. Upon receipt of the application forms, SMART's selection committee will screen and choose one (1) scholar per school. The decision of the selection committee will be deemed final.

IX. Grounds for Termination of the Scholarship

The University shall report to SMART, at the end of every semester, the academic and school standings of the scholar. This shall be the basis of checking if any of the following grounds for termination of eligibility as scholars exists:

1. A grade below 2.50 in each subject, even if the GWA of 2.50 is still attained.
2. Gross violation of the University's policies and regulations.
3. Committing an offense against moral values.
4. Committing a crime against a person and state.
5. Transfer to a different course other than original course/major at the time of application to and acceptance into the Scholarship Program.

If any of the aforementioned grounds exists, the scholar will automatically lose his/her scholarship entitlements unless deemed otherwise by SMART.

X. Availability of the Scholarship

The scholarship program will be available starting this School Year 2011-2012.



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COMPUTER ENGINEERING DEPARTMENT

P.D.S. 2



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THIS PRESENTS:

This Agreement made and entered into by and between:

The **TENNESSEE RENEWABLE ENERGY AND ECONOMIC DEVELOPMENT COUNCIL**, with official address at 601 W Summit Hill Drive, Knoxville, Tennessee 37902, USA, herein represented by its President and Ducktown Mayor, **HON. JAMES TALLEY**, and hereinafter referred to as the "TREEDC";

-and-

The **POLYTECHNIC UNIVERSITY OF THE PHILIPPINES**, a state university duly created and existing under the laws of the Republic of the Philippines, with principal address at Anonas Street, Sta. Mesa, Manila, herein represented by its President, **DR. EMANUEL C. DE GUZMAN**, and hereinafter referred to as "PUP".

WITNESSETH, that:

WHEREAS, PUP recognizes the critical role of continuous capability building, institutional collaboration, and the dissemination of ideas and knowledge towards further advancing the development and utilization of renewable resources and clean energy technologies as a mechanism to accelerate the attainment of sustainable Philippine economic growth and social equity;

WHEREAS, PUP possesses institutional and technical expertise in research and development, provides a venue for the conduct thereof, and actively supports the establishment of linkages with academic/research institutions, government units, and industry organizations that further enhance the capacity of PUP to achieve its objectives;

WHEREAS, the mission of TREEDC, a network of cities, academic/research institutions, private sector organizations, and key stakeholder institutions based in the United States of America and founded in August 2008, is to provide leadership in the promotion of renewable energy and economic development programs by establishing linkages/networks/partnerships, and conducting formal dialogues, knowledge sharing, and capability-building initiatives between the academe, the government, the private sector organizations, and other key stakeholders;

WHEREAS, with the successful establishment of regional and local networks in the United States, TREEDC has initiated the creation of a similar network in the Philippines, through the implementation of its International Exchange Program, as provided herein;

WHEREAS, PUP and TREEDC acknowledge the importance of aligning collaborative efforts, roles, and mutual interests to further advance renewable energy and economic development through cooperative-capability building, intelligent partnerships, and knowledge sharing activities embodied in such initiatives as the International Exchange Program;

WHEREAS, PUP and TREEDC recognize the substantial amount of ideas, knowledge, best practices, and experiences available globally which can further enrich the research and development capability of, and expand the knowledge base of, PUP and such other member cities/municipalities, colleges/universities, and private sector organizations included in the roster of the TREEDC network;



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TREEDC / PUP

NOW THEREFORE, for and in consideration of the foregoing premises, **PUP** and **TREEDC**, do hereby declare their willingness to coordinate, cooperate, collaborate, and complement capabilities, ideas, resources, and knowledge base in implementing the International Exchange Program, and mutually agree on the following terms and conditions:

I. INTERNATIONAL EXCHANGE PROGRAM.

A. Purpose

1. The **TREEDC** International Exchange Program (the "Program", for brevity) aims to register Philippine Colleges/Universities, such as **PUP**, as honorary members of the **TREEDC** network to facilitate the establishment of partnerships with existing **TREEDC** member colleges/universities in Tennessee, Mississippi, and Arkansas.

2. The Program shall enable collaboration and the exchange of resources and information, mutually beneficial to each member institution in developing or replicating strategies and best practices to hasten renewable energy development.

3. No membership fees shall be collected from **PUP**, a Philippine state university joining the **TREEDC** network.

B. Term and Validity

1. Membership of **PUP** to the Program shall have a term of two (2) years, and shall remain valid from 1 July 2013 to 30 June 2015.

2. Membership shall be renewed automatically unless a written notice has been given to **TREEDC** for cancellation.

C. Establishing a Sister Relationship with another TREEDC College/University

PUP shall undertake a Memorandum of Agreement with a selected **TREEDC** member college/university. Each Memorandum of Agreement undertaken by **PUP** shall have a term of two (2) years. **TREEDC** shall provide assistance in the business matching process by facilitating contacts and negotiations.

D. Registration as an Honorary Member of TREEDC

Upon completion of this process, **PUP** shall be registered as an honorary member of **TREEDC**, and listed in the roster of members with 23 other Tennessee college/universities.

E. Benefits, Roles and Responsibilities

The benefits, roles and responsibilities of the parties are as follows:

1. **TREEDC** and a Sister **TREEDC** College/University Partner:

a. At least one (1) field visit shall be conducted by the **TREEDC** President and Director and/or designees to **PUP** anytime within the duration of the two (2) year membership/agreement period;

b. Assistance by **TREEDC** in organizing a community renewable energy forum to be held at **PUP** anytime within the duration of the two (2) year membership/agreement period;



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TREEDC / PUP

c. TREEDC shall share information relating to newsletters, reports and proceedings generated from the conduct of forums, and all multimedia materials provided during the local TREEDC forums;

d. Access to TREEDC renewable energy businesses, governmental members, associations and colleges;

e. Informational updates shall be provided to PUP regarding TREEDC projects and sister college/university partner activities;

f. Consultation and field visits with Renewable Energy Association of the Philippines (REAP) and other renewable energy stakeholders in the Philippines to assist in starting a TREEDC-like organization in the Philippines if requested; and

g. Support the establishment of formal dialogues between Philippine college/universities and the private sector regarding the development of renewable energy technologies and resources.

2. PUP:

a. Provide updates of renewable energy related activities, projects and development to TREEDC and sister TREEDC college/university partner;

b. Provide assistance to TREEDC in promoting the Program and encourage the participation/membership of other local renewable energy stakeholders;

c. Partner with TREEDC in the conduct of a community renewable energy forum anytime within the duration of the two (2) year membership/ agreement period;

d. Exchange technological information and best practices updates with the TREEDC network and sister TREEDC college/university partners;

e. Champion the mission of TREEDC, the Program, and the Sister TREEDC College/University Partnership in both internal and external activities/events of PUP;

f. Support the establishment of formal dialogues between TREEDC member colleges/universities and private sector organizations regarding the development of renewable energy technologies and resources; and

g. If possible, conduct a reciprocal visit to Tennessee anytime within the duration of the two (2) year membership/agreement period wherein designees or representatives of PUP shall be requested to present at a future TREEDC forum, current activities and tasks being implemented under the Program. TREEDC may provide financial assistance for the visit, subject to the availability of funds.

F. Outcomes

The implementation of the Program is expected to accomplish the following:

1. Increase in the implementation of renewable energy projects in the Philippines and in Tennessee;



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TREEDC / PUP

2. Conduct of a TREEDC forum highlighting the commitment of Philippine colleges/universities to perform research and promote renewable energy awareness and development; and
3. Gain new family members in renewable energy and economic development.

II. AMENDMENT, MODIFICATION OR VARIATION.

This Memorandum of Understanding may be amended, varied or modified through a written notice by either Party, and approved/accepted only after due consultation with the other Party.

IN WITNESS WHEREOF, the parties have affixed their signatures on this _____ at _____.

TENNESSEE RENEWABLE ENERGY
AND ECONOMIC DEVELOPMENT COUNCIL

By:

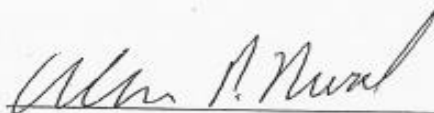

HON. JAMES TALLEY
President and Ducktown Mayor

POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES

By:


DR. EMANUEL C. DE GUZMAN
President

WITNESSES:




DR. MANUEL M. MUHI
Vice President for Research, Extension and
Development



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

Page 5 MOU
TREEDC / PUP

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public, for and in _____, personally appeared:

<u>Name</u>	<u>I.D. No.</u>	<u>Date / Place issued</u>
HON. JAMES TALLEY	vs Passport # 502988527	
DR. EMANUEL C. DE GUZMAN	91064	6/5/2012 - PUP, Manila

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed, and of the entities they respectively represent.

This instrument refers to a Memorandum of Understanding consisting of five (5) pages including the page wherein this Acknowledgment is written, and signed by the parties hereto and their respective instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on this _____ day of JUL 17 2013, 2013 at _____, Philippines.

NOTARY PUBLIC

Doc. No.: 473
Page No.: 98
Book No.: 7
Series of 2013.

ATTY. LLOYD ALLAIN A. CUDAF
NOTARY PUBLIC
COMMISSION #2013087
UNTIL DECEMBER 31, 2014
PTR NO. 1411413 MLA. 01-02-13
IBP NO. 842816 Q.C. 01-04-13
ROLL NO. 52808
S-601 ALLIED BANK BLDG.
Q. PAREDES ST., BINONAY



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

Page 2 MOU
TREEDC / PUP

NOW THEREFORE, for and in consideration of the foregoing premises, **PUP** and **TREEDC**, do hereby declare their willingness to coordinate, cooperate, collaborate, and complement capabilities, ideas, resources, and knowledge base in implementing the International Exchange Program, and mutually agree on the following terms and conditions:

I. INTERNATIONAL EXCHANGE PROGRAM.

A. Purpose

1. The **TREEDC** International Exchange Program (the "Program", for brevity) aims to register Philippine Colleges/Universities, such as **PUP**, as honorary members of the **TREEDC** network to facilitate the establishment of partnerships with existing **TREEDC** member colleges/universities in Tennessee, Mississippi, and Arkansas.

2. The Program shall enable collaboration and the exchange of resources and information, mutually beneficial to each member institution in developing or replicating strategies and best practices to hasten renewable energy development.

3. No membership fees shall be collected from **PUP**, a Philippine state university joining the **TREEDC** network.

B. Term and Validity

1. Membership of **PUP** to the Program shall have a term of two (2) years, and shall remain valid from 1 July 2013 to 30 June 2015.

2. Membership shall be renewed automatically unless a written notice has been given to **TREEDC** for cancellation.

C. Establishing a Sister Relationship with another TREEDC College/University

PUP shall undertake a Memorandum of Agreement with a selected **TREEDC** member college/university. Each Memorandum of Agreement undertaken by **PUP** shall have a term of two (2) years. **TREEDC** shall provide assistance in the business matching process by facilitating contacts and negotiations.

D. Registration as an Honorary Member of TREEDC

Upon completion of this process, **PUP** shall be registered as an honorary member of **TREEDC**, and listed in the roster of members with 23 other Tennessee college/universities.

E. Benefits, Roles and Responsibilities

The benefits, roles and responsibilities of the parties are as follows:

1. **TREEDC** and a Sister **TREEDC** College/University Partner:

a. At least one (1) field visit shall be conducted by the **TREEDC** President and Director and/or designees to **PUP** anytime within the duration of the two (2) year membership/agreement period;

b. Assistance by **TREEDC** in organizing a community renewable energy forum to be held at **PUP** anytime within the duration of the two (2) year membership/agreement period;



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COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

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c. **TREEDC** shall share information relating to newsletters, reports and proceedings generated from the conduct of forums, and all multimedia materials provided during the local **TREEDC** forums;

d. Access to **TREEDC** renewable energy businesses, governmental members, associations and colleges;

e. Informational updates shall be provided to **PUP** regarding **TREEDC** projects and sister college/university partner activities;

f. Consultation and field visits with Renewable Energy Association of the Philippines (REAP) and other renewable energy stakeholders in the Philippines to assist in starting a **TREEDC**-like organization in the Philippines if requested; and

g. Support the establishment of formal dialogues between Philippine college/universities and the private sector regarding the development of renewable energy technologies and resources.

2. **PUP:**

a. Provide updates of renewable energy related activities, projects and development to **TREEDC** and sister **TREEDC** college/university partner;

b. Provide assistance to **TREEDC** in promoting the Program and encourage the participation/membership of other local renewable energy stakeholders;

c. Partner with **TREEDC** in the conduct of a community renewable energy forum anytime within the duration of the two (2) year membership./ agreement period;

d. Exchange technological information and best practices updates with the **TREEDC** network and sister **TREEDC** college/university partners;

e. Champion the mission of **TREEDC**, the Program, and the Sister **TREEDC** College/University Partnership in both internal and external activities/events of **PUP**;

f. Support the establishment of formal dialogues between **TREEDC** member colleges/universities and private sector organizations regarding the development of renewable energy technologies and resources; and

g. If possible, conduct a reciprocal visit to Tennessee anytime within the duration of the two (2) year membership/agreement period wherein designees or representatives of **PUP** shall be requested to present at a future **TREEDC** forum, current activities and tasks being implemented under the Program. **TREEDC** may provide financial assistance for the visit, subject to the availability of funds.

F. **Outcomes**

The implementation of the Program is expected to accomplish the following:

1. Increase in the implementation of renewable energy projects in the Philippines and in Tennessee;



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COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

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2. Conduct of a **TREEDC** forum highlighting the commitment of Philippine colleges/universities to perform research and promote renewable energy awareness and development; and

3. Gain new family members in renewable energy and economic development.

II. AMENDMENT, MODIFICATION OR VARIATION.

This Memorandum of Understanding may be amended, varied or modified through a written notice by either Party, and approved/accepted only after due consultation with the other Party.

IN WITNESS WHEREOF, the parties have affixed their signatures on this _____, at _____.

TENNESSEE RENEWABLE ENERGY
AND ECONOMIC DEVELOPMENT COUNCIL

By:

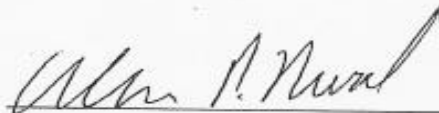

HON. JAMES TALLEY
President and Ducktown Mayor

POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES

By:


DR. EMANUEL C. DE GUZMAN
President

WITNESSES:




DR. MANUEL M. MUHI
Vice President for Research, Extension and
Development



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

Page 5 MOU
TREEDC / PUP

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME, a Notary Public, for and in _____, personally appeared:

<u>Name</u>	<u>LD. No.</u>	<u>Date / Place issued</u>
HON. JAMES TALLEY	vs Passport # 502988527	
DR. EMANUEL C. DE GUZMAN	91064	6/5/2012 - PUP, Manila

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed, and of the entities they respectively represent.

This instrument refers to a Memorandum of Understanding consisting of five (5) pages including the page wherein this Acknowledgment is written, and signed by the parties hereto and their respective instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on this _____ day of JUL 17 2013, 2013 at _____, Philippines.

NOTARY PUBLIC

Doc. No.: 475
Page No.: 98
Book No.: 1
Series of 2013.

ATTY. LLOYD ALLAIN A. CUDR
NOTARY PUBLIC
COMMISSION #2013087
UNTIL DECEMBER 31, 2014
PTR NO. 1411413 MLA, 01-02-13
IBP NO. 842616 Q.C. 01-04-13
ROLL NO. 52809
S-601 ALLIED BANK BLDG.
Q. PAREDES ST., BINONOG, N.C.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

P.B I.4



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

JOINT PARTNERSHIP MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into this 29 OCT 2015 day of MANILA 2015 at
by and between:

SLAYER TECHNOLOGIES INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at Unit 503 Seven East Capitol Building, East Capitol Drive corner Sta. Rosa Street, Barangay Kapitolyo, Pasig City, represented herein by its President, Mr. **MERIC MARA**, hereinafter referred to as the "COMPANY";

- and -

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a state university duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at Anonas Street, Sta. Mesa, Manila, represented herein by its President, **DR. EMANUEL C. DE GUZMAN** and hereinafter referred to as the "UNIVERSITY"

WITNESSETH:

WHEREAS, the **UNIVERSITY** is an educational institution offering courses in various disciplines and is committed to promote activities that will enable its students to find gainful employment upon completion of their academic courses.

WHEREAS, the **UNIVERSITY** encourages its students to actively participate in and be exposed to events that will help promote and fulfill the above objective subject to terms and conditions set forth in this agreement.

WHEREAS, **COMPANY** is an E-Business Open Source Architect, endeavors to provide a broad range of products and services designed to achieve cost effective pre-integrated business solutions to individuals, small & mid-sized businesses, and large enterprises.

WHEREAS, **COMPANY** agrees to assist the **UNIVERSITY** in conducting events that educates and develops skills in line of Free Open Source Software.

NOW THEREFORE, for and in consideration of the foregoing premises, the **UNIVERSITY** and **COMPANY** agree and stipulate as follows:

1. PERIOD OF MEMORANDUM

This Memorandum shall be in effect for the whole Academic Year (2015-2016).

2. OBLIGATIONS OF THE COMPANY

- a) Nominate a single point of contact to coordinate all activities conceptualized under this agreement.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

- b) Develop calendar of activities and/or events covered under this Agreement.
- c) Conduct presentation, seminars and events on the latest development on Free Open Source Software and other studies related to Information Technology.

The **COMPANY** shall make available resources for seminars and events (Applicable only for event/s hosted by the **UNIVERSITY**)

1. Programme and Curriculum - Learning objectives
 2. Resource Person
 3. Promotional materials in the social media sites, websites and media guestings.
 4. Provide event booth and details
 5. Give away Open Source Software
 6. Provide Certificate Template (e-Certificate) for the participant duly signed by the **COMPANY** representative and the **UNIVERSITY** representative.
- d) Provide reports to the designated coordinator of the **UNIVERSITY** to keep **UNIVERSITY** informed and to obtained feedback on the activities and/or events covered under this Agreement.
 - e) Invite the **UNIVERSITY** to join and participate in interschool seminars or competitions duly organized by the **COMPANY**.
 - f) Possible hiring of on the job trainees and student graduates of the **UNIVERSITY** whenever the **COMPANY** offers Job openings.
 - g) Faculty Immersion.
 - h) Hold the **UNIVERSITY** free from and against any and all loss, damage, injury, expense, proceeding, demands, cost, claim, suit or liability incurred by **UNIVERSITY** (including, without limitation, claims by any third party or claims made by employees of the **COMPANY** to the extent arising out of or in connection with the acts, errors, omissions, breach of contract or negligence of the **COMPANY** or its employees, agents or subcontractors on the performance of their duties and function during the conduct of the designated activities and/or events.

3. **OBLIGATION OF THE UNIVERSITY**

- a) Conduct presentation, seminars and events on the latest development on Free Open Source Software and other studies related to Information Technology.

As the partner organization of the event, the **UNIVERSITY** shall: (Applicable only for event/s hosted by the **UNIVERSITY**)

1. Present learning objectives
2. Registration committee: Invite participants, collection of registration fee and provide the list of participants with the following details: Name, Contact No and Email Address. Shall provide minimum of 800 participants (or up) in the event.
3. Promotional materials, brochures and tarpaulins.



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COMPUTER ENGINEERING DEPARTMENT

4. Manpower for logistical supports in preparation for the event itself namely, LCD projector, tables and chairs, sound system

5. Secure the venue.

- b) Designate a Program Coordinator who will act as the single point of contact and coordinator with the **COMPANY** for various activities in this Agreement;
- c) Develop schedules for the activities envisioned under the Agreement in consultation with the relevant authorities of the **COMPANY** and ensure participation of students in such activities based on this schedules;
- d) Nominate appropriate students to participate in the scheduled activities with the view of ensuring that full benefit of the activities/events are realized;
- e) Make available facilities within the **UNIVERSITY** Campus that may be required for the conduct of the activities/events envisioned under this Agreement;
- f) Orient students about rules, proper attitudes, behavior and work ethics during the conduct of the activities/events under this Agreement;
- g) Ensure that the obligations under this Agreement are fulfilled in a timely manner;
- h) Provide details of prospective student participants as may be required so that the **COMPANY** can appropriately schedule the different activities/events proposed under this agreement.
- i) Hold the **COMPANY** free and harmless from and against any and all loss, damage, injury, expense, proceeding, demand and cost, claim, suit or liability uncured by **COMPANY** (including without limitation, claims, by any third party or claims made by employees and/or students of the **UNIVERSITY**), to the extent arising out of or in connection with the acts and errors, omissions, breach of contract or negligence of the **UNIVERSITY** or its students, employees, agents or subcontractors in the performance of their duties and functions during the conduct of the designated activities/duties.

4. COORDINATION

The parties agreed to hold or conduct meetings from time to time subject to the availability of all parties in order to discuss relevant matters relating to the products, services or events of the **COMPANY** and the marketing strategy of the **UNIVERSITY**.

5. CONSIDERATIONS

- 1. **COMPANY** shall be entitled to the following as consideration (Applicable only for event/s hosted by the **UNIVERSITY**)
 - a. Presenter and the whole event organizer. Inclusion of your official logo on physical posters and tarpaulins as "Presented By".
 - b. P___00 part of the registration fee per participant in the event will be going to the **COMPANY** this will cover the resource speaker and team's transportation and per deim.
 - c. The **UNIVERSITY** shall provide the accommodation of the speakers.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

2. The UNIVERSITY shall be entitled to the following as consideration shall be (Applicable only for an event hosted by the UNIVERSITY)
- The COMPANY will provide contact information of the community and partners duly related to event hosted.
 - Inclusion of your official logo on physical posters and tarpaulins as "Presented By"
 - Inclusion of your logo in all publicity materials (i.e. poster, tarpaulin, event background, social media networks (Facebook, twitter), presentation slides and marketing portfolio websites: www.8layertech.com/zenzic, www.sfd.ph, www.kahelos.org, <http://blogs.8layertech.com/>, www.facebook.com/my8layeracademy, www.facebook.com/my8layer, <http://newsletter.8layertech.com/>)

6. TERMINATION

- a. TERMINATION FOR CAUSE. Either party may terminate this Memorandum at any time, upon notice to the other party for "Cause." For this purpose, "Cause" is defined as follows:
- BREACH. A material violation by a party of its duties, which are not remedied in a reasonable period of time (not to exceed three (3) Days) after receipt of written notice from the other party;
 - If either party, after consultation with legal counsel, reasonably believes that the activities of the other party, whether in connection with this Memorandum or otherwise, has or is substantially likely to expose a party to criminal or civil liability.
- b. TERMINATION BY DEFAULT. Notwithstanding the provisions of the preceding paragraph, either party shall have the right to terminate this Memorandum with immediate effect if the other party shall default in the performance of any of its obligations hereunder and such default shall continue for a period of thirty (30) days after receipt by the defaulting party of written notice of such default. Additionally, if either party shall make a general assignment for the benefit of creditors or shall become or be adjudicated a bankrupt/insolvent, or shall voluntarily file a petition in bankruptcy/insolvency, or file an answer admitting the material allegations of a petition filed against it for an adjudication in bankruptcy/insolvency, or shall, by reason of its insolvency, apply for or suffer the appointment of a receiver of its property and assets and such receiver so appointed shall not be discharged within one hundred twenty (120) days after his appointment then in any such event the other party shall have the right immediately to terminate this Memorandum by written notice to such party.
- c. FORCE MAJEURE. Neither Party shall be deemed in default of its obligations hereunder for failure to perform due to reasons of force majeure, including, but not limited to acts of God, acts of public enemy, acts of the government of any country or state or political subdivision or any department or regulatory agency thereof or entity created thereby, quotas, embargoes, acts of any person engaged in subversive activity or sabotage, fires, floods, explosions or other catastrophes, epidemics, or quarantine restrictions, strikes or other labor stoppages, slow downs or disputes, unavailability of equipment or materials or any other cause beyond the control of such Party. The Party failing to perform shall provide the other Party with prompt notices to the possibility of such a cause of delay and shall use due diligence and all reasonable efforts to avoid and cure any such cause preventing performance so as to resume performance hereunder as soon as reasonably possible. Any suspension of performance by reason of this paragraph shall be limited to the Calendar Quarter during which such cause exists.



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

- d. **NOTICE OF TERMINATION.** Any termination by either party shall be communicated by written Notice of Termination to each other. For purposes of this Memorandum, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision(s) in the Memorandum relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Memorandum under the provision(s) so indicated.
- e. **DATE OF TERMINATION.** For purposes of this Memorandum, "Date of Termination" shall mean:

Three Days (3) days following receipt by the non-terminating party of the written Notice of Termination provided that if within three (3) days after any written Notice of Termination is given, non-terminating party notifies terminating party that a dispute exists concerning the termination the Date of Termination shall be the date on which the dispute is finally determined by a binding and final arbitration award or by a final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected).

7. MISCELLANEOUS PROVISIONS

- a. This Memorandum constitutes the entire agreement between the parties concerning this subject matter and supersedes all other representations, negotiations, conditions, communications and agreements, whether oral or written, between the parties relating to the same subject matter except where the other agreement is specifically incorporated into this Memorandum.
- b. Each part of this Memorandum is intended to be severable. If any term, covenant, condition or provision hereof is illegal or invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining parts of this Memorandum and all such remaining parts hereto shall not be impaired or invalidated in any way, but shall be legal, valid and enforceable and have full force and effect as if the illegal, invalid, unenforceable part has not been included.
- c. The **UNIVERSITY** shall not assign its rights or delegate its duties under this Memorandum without prior written consent of the **COMPANY**.
- d. The **UNIVERSITY** shall not be liable for incidental or consequential damages of any kind to the **COMPANY** including, without limitation, regardless of whether either the said party shall be advised, shall have reason to know or in fact shall know of the possibility.
- e. Any and all disputes arising out of or relating to this Memorandum shall be subject to good faith negotiations between the parties before legal proceedings pursuant to the provisions of the Alternative Dispute Resolution Law.
- f. This Memorandum shall be interpreted, construed and enforced and its construction and performance shall be governed by the laws of the Republic of the Philippines without regard to principles of conflicts of laws. Each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, any Philippine Court sitting in any legal proceeding arising out of or relating to this Memorandum and each party agrees that all claims and matters may be heard and determined in only a court in Pasig City. If any party seeks to enforce its rights under this Memorandum by legal proceedings or otherwise, the non-prevailing party shall pay all reasonable costs and expenses of the prevailing party.

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POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

- g. No breach of this Memorandum can be waived except in writing. Waiver of any breach shall not be deemed to be a waiver of any other breach of the same or any other provision of this Memorandum.
- h. No amendment, modification or waiver of any provision of this Memorandum shall be effective unless in writing and signed by both parties.
- i. Any notice or other communication required or permitted hereunder shall be deemed given if in writing and delivered personally, telegraphed, telexed, sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally or sent by overnight air courier or facsimile transmission or, if mailed, two days after the date of deposit in the United States or Philippine mails, as follows:

8Layer Technologies Inc.

Unit 503 Seven East Capitol Building East
Capitol Drive Cor. Sta. Rosa St., Brgy.
Kapitolyo, Pasig City

Polytechnic University of the Philippines

Delivered in person with corresponding
acknowledgment receipt.

Any party may be given notice in accordance with this provision by any other party at another address or person for receipt of notices, if such party so designates such other person or address in writing in accordance with this paragraph.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the day and place above-written.

8LAYER TECHNOLOGIES INC.

By:

MR. MERIC MARA
President

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES

By:

DR. EMANUEL C. DE GUZMAN
President

WITNESSES:

MS. JEANNIEL ILAGO
HR-Administrative officer

ENGR. GUILLERMO O. BERNABE
Dean, College of Engineering



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
COLLEGE OF ENGINEERING
COMPUTER ENGINEERING DEPARTMENT

ACKNOWLEDGEMENT

Republic of the Philippines)
City of MANILA ss.

BEFORE ME, this 29 OCT 2015 day of _____ 2015, personally appeared:

Name	Proof of Identity	Place and Date of Issue
MR. MERIC MARA	<u>passport</u>	<u>Manila, April 6, 2011</u>
DR. EMANUEL C. DE GUZMAN	<u>PUP # 91064</u>	<u>Manila Sep. 19/12</u>

known to me and to me known to be the same persons who executed this Agreement consisting of seven (7) pages including this page wherein the acknowledgment is written and acknowledged to me that the same is their free and voluntary act and deed.

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

Doc. No.: 302
Page No.: 62
Book No.: 325
Series of 2015.

ATTY. VALERIO D. RELOO
Notary Public
UNTIL APR 30 2016
PTR NO. 3-1-97-0170-15 MANILA
IBP NO. 94-101-10/17/2014 MANILA
FOR THE YEAR 2015 UP TO 2016
ROLL NO. 25-952 1/2/195
COMMISSION NO. 7015-022
MOLE NO. 005645 4/22/13
17012 ROAD 6 J. P. T. 1045 SUBD.
PUNTA, STA. ANA, MANILA

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