

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("MOA" or "Agreement") made and entered into this _____ of _____ 2024, by and among:

ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE, a government agency attached to the **DEPARTMENT OF SCIENCE AND TECHNOLOGY**, created pursuant to Executive Order No. 128 s.1987, with principal address at ASTI Building, UP Technology Park Complex, CP Garcia Avenue, Diliman, Quezon City, 1101, herein represented by its **Director, FRANZ A. DE LEON, PhD**, and hereinafter referred to as "**DOST-ASTI**".

-and-

DEPARTMENT OF SCIENCE AND TECHNOLOGY - CENTRAL OFFICE, with headquarters at Gen. Santos Ave., Bicutan, Taguig City, 1631, herein represented by its **Director, CEZAR R. PEDRAZA**, of the DOST-Planning and Evaluation Service, hereinafter referred to as the "**DOST-CO**".

The DOST-CO and DOST-ASTI are herein collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the **DOST-ASTI** is mandated to conduct scientific research and development in the advanced fields of Information and Communications Technology and Electronics Technology, as well as to undertake long term researches to strengthen and modernize science and technology infrastructures, and complement the overall endeavor in the scientific field with intensive activities in computer and information technologies;

WHEREAS, **DOST-CO** is mandated to direct, lead, and coordinate the country's scientific, technological, and innovative efforts geared towards maximum economic and social benefits for the people.

WHEREAS, the Planning and Evaluation Service, pursuant to Executive Order No. 128, s.1987 is responsible for providing the Authority with efficient and effective services relating to planning, programs and project monitoring and development. The DOST-CO through the PES will be cooperating with DOST-ASTI in furtherance with the objectives of this agreement;

WHEREAS, the **DOST-ASTI** is operating and maintaining various Science and Technology (S&T) infrastructures, including a high-performance computing (HPC) and data storage facility called the Computing and Archiving Research Environment (COARE);

WHEREAS, **DOST-CO**, through Information System (IS) Harmonization desires to harmonize an information system to enhance operational efficiency, data management, and service delivery across the DOST System, ensuring a cohesive and standardized approach;

WHEREAS, to sustain the operations of the IS Harmonization, it was deemed appropriate to partner with the **DOST-ASTI** for the computational and storage resources provided through its S&T infrastructure COARE.

WHEREAS, both **DOST-CO** and **DOST-ASTI** recognize that entering into a partnership shall strengthen the necessary scientific cooperation between the two agencies which is mutually beneficial and will improve the quality of life of the Filipino people, and ultimately promote national progress by collaborating on high-impact research and activities;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereunder, the Parties have mutually decided to enter into this agreement under the following terms and conditions:

ARTICLE I NATURE OF THE AGREEMENT

This MOA constitutes a binding expression of the agreement of the parties with respect to the computing and storage requirements support services of COARE to be provided by the **DOST-ASTI** to the **DOST-CO** for the IS Harmonization, in accordance with [Service Level Agreement \(SLA\)](#), and other reportorial documents or agreements to be executed for this collaboration.

This MOA represents the agreement between the **DOST-CO** and the **DOST-ASTI** hereto with respect to the subject matter hereof and may only be modified by a written instrument signed by duly authorized representatives of each of the Parties hereto.

ARTICLE II COMMITMENT OF EACH PARTY

A. COMMITMENTS OF DOST-ASTI:

1. **DOST-ASTI** shall provide the necessary technical support and advise to **DOST-CO** pertaining to the provision of services and use of Science Cloud service of the COARE;
2. **DOST-ASTI** shall provide **DOST-CO** with the following resources:
 - Default allocation
 - Project name: infrastructure_and_is_harmonization

Any request for upgrading shall be evaluated based on the availability of the COARE resources.

3. **DOST-ASTI** shall define the level of service, particularly on COARE Services, through a [Service Level Agreement \(SLA\)](#) that indicates the quality, availability, and responsibilities pertaining to the use of COARE service. Any update made on the SLA shall supersede the version and shall be made available online at the COARE user portal.
4. **DOST-ASTI** shall provide **DOST-CO** links to all applicable COARE policies including the [Acceptable Use Policy \(AUP\)](#), [Data Policy](#) and [Privacy Policy](#). Any update made on these policies shall supersede the version and shall be made available online at the COARE user portal.

B. COMMITMENTS OF DOST-CO:

1. **DOST-CO** shall use the **DOST-ASTI**'s provided computational and storage resources only for the purpose it was intended, particularly in accordance with the [Acceptable Use Policy \(AUP\)](#) and [Data Policy](#) of COARE, and other agreements to be used for this collaboration;
2. **DOST-CO** shall share and exchange knowledge and information with the **DOST-ASTI** in the form of training and/or tutorials and relevant documentation;
3. **DOST-CO** shall duly acknowledge **DOST-ASTI** in this endeavor and provide support to the **DOST-ASTI** in the form of endorsement or letter of support, i.e., in terms of the benefits or impact of **DOST-ASTI**'s S&T infrastructures to IS Harmonization of the **DOST-CO**.
4. **DOST-CO** shall allow the **DOST-ASTI** to add the **DOST-CO** to the list of the Institution's supported projects, and include it in presentations, marketing and promotional collaterals, and social media content;
5. Applicable laws and government procedures shall be followed in any scientific and technological activity to be jointly undertaken by both Parties in this collaboration, which may be reflected in other agreements to be executed, if necessary.

ARTICLE III EFFECTIVITY AND DURATION

This MOA will take effect immediately upon the signing of both Parties and will be in force until August 16, 2027, subject to renewal of accounts every six (6) months, which shall be in accordance with the timeframe of the IS Harmonization and unless sooner terminated or rescinded in accordance with Article IV of this MOA.

ARTICLE IV TERMINATION/RECESSION

Either party may terminate this MOA, in whole or in part, by serving a written Pre-Termination Notice, fifteen (15) days before the intended date of termination, should there be a clear breach of the terms and conditions of the contract by any of the parties, or in case any of the parties fail to fulfill its obligations and responsibilities as specified in this MOA.

Upon termination, all rights under the [SLA](#), [AUP](#), and [Data Policy](#) by virtue of this MOA shall be deemed withdrawn.

No party shall assign this agreement to another without the prior written consent of the other; otherwise, such purported assignment shall be deemed void.

ARTICLE V AMENDMENT AND REVISION

No amendments, modifications, expansions, extensions, or alterations to this MOA will be valid or binding on either Party unless expressed in writing and mutually accepted by both Parties. In case of any conflict between the provisions of this MOA and the provisions of any Work Plans or other documents entered into on account of this MOA, then the provisions of this MOA will prevail and the conflicting provisions will be deemed modified, amended, or repealed accordingly.

This MOA may be revised, amended, renewed, or rescinded as may be necessary during its effectivity, in the interest of service, for reasons of national security, for any violation of the terms and conditions of this agreement, or for other reasonable grounds.

The contracting Parties may, at any time, recommend additional terms or conditions to this MOA, subject to seven (7) days written notification to the other Party. The recommendations will be deemed approved and effective once a written agreement is signed by both Parties. Said amendments and/or revisions will have the same effect as the original agreement and will be considered an integral part thereof.

Any additional work that may be requested by either party beyond the scope of work stipulated in this agreement shall be covered by another agreement.

ARTICLE VI SEPARABILITY CLAUSE

If any provision herein is held to be void or unenforceable by a competent authority pursuant to applicable laws, all other provisions not otherwise affected by such declaration shall remain valid and in effect.

ARTICLE VII CONFIDENTIALITY CLAUSE AND PERSONAL DATA

The parties shall not disclose any confidential information acquired in the course of the project without the consent of both parties and, regardless of the period of the MOA, will be bound by this obligation until such time as the said information shall become available to the public without restrictions. All information, technical data, and results and development work conducted shall be presumed to be confidential, except to the extent the same shall have been made available to the public without restriction.

All processing of personal data shall respect data subject rights and shall adhere to the standards and requirements set forth under Republic Act 10173, otherwise known as the Data Privacy Act of 2012 (DPA).

The parties shall adhere to the standards and requirements set forth by the Republic Act 10173 or the Data Privacy Act of 2012, specifically Chapter VII thereof, in relation to the Security of Sensitive Information in Government:

- a. To access sensitive personal information on government property or through online facilities, both parties must obtain a security clearance from the head of their respective agencies. Sensitive personal information maintained by an agency may not be transported or accessed from a location of government property unless a request for such transportation or access is submitted and approved by the head of the agency;
- b. Any technology used to store, transport or access sensitive personal information for purposes of off-site access shall be secured by the use of the most secure encryption standard recognized by the National Privacy Commission (NPC).

ARTICLE VIII MISCELLANEOUS PROVISIONS

The Parties hereto carry out not to assign, transfer, nor convey their respective rights, titles, or interest in this MOA, nor any benefits arising therefrom, without first obtaining the written consent of the other Party unless the assignment, conveyance, or transfer is specifically provided by law through written guidelines, policies, or implementing rules and regulations.

The provisions of the Philippine Technology Transfer Act of 2009 ([R.A. No. 10055](#)) and its Revised Implementing Rules and Regulations ([Joint DOST-IPOPHL A.O. No. 001-2019](#)), the Department of Science and Technology Intellectual Property Policy, as amended ([DOST A.O. No. 16-2019](#)), and other related laws, rules and policies, shall be deemed incorporated in this MOA and must, therefore, be complied with by the parties herein.

It is mutually understood and decided upon that the Parties hereto will be relieved and discharged from the performance of their respective commitments under this MOA in the event of and for the period subsequent to the occurrence of the following described actions and events, except as the Parties may otherwise mutually decide:

1. Any action taken by a local or national governing body which tends to prevent the completion of the undertaking; and
2. Fortuitous events.

In case of disputes, claims and controversies due to non-compliance with the terms of this agreement the Parties shall settle in accordance with Section 66, Chapter 14, Book IV of the Administrative Code of 1987.

IN WITNESS WHEREOF, the parties hereto have signed this **Memorandum of Agreement** this _____ day of _____, 2024 at _____, Philippines.

DEPARTMENT OF SCIENCE AND
TECHNOLOGY – ADVANCED SCIENCE
AND TECHNOLOGY INSTITUTE
(DOST-ASTI)

DEPARTMENT OF SCIENCE AND
TECHNOLOGY – PLANNING AND
EVALUATION SERVICE
(DOST-PES)

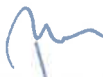


FRANZ A. DE LEON, PhD
Director



CEZAR R. PEDRAZA
Director IV

Signed in the presence of:



PETER ANTONIO B. BANZON
Chief Science Research Specialist



ROGELIO N. ROASA, JR.
Chief Science Research Specialist

ACKNOWLEDGEMENT

16 OCT 2024

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines this _____ day of _____ 2024 personally appeared the following:

Name	Identification Document	Date and Place Issued
Franz A. De Leon	Passport S0033689A	08 March 2024 / DFA Manila
CEZAR R. PEDRAZA	Office ID No. 0503-CO0-2021	Bicutan, Taguig City

Known to me and known to be the same persons who executed the foregoing instrument and having acknowledged to me that the same are their free act and deed as well as the free and voluntary act and deed of the entity they respectively represented.

This said instrument refers to the Memorandum of Agreement consisting of six (6) pages, signed by the Parties on all pages.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written.

Notary Public

Doc. No. 257
Page No. 52
Book No. XI
Series of 2024.

ATTY. FELIZARDO M. IBARRA
NOTARY PUBLIC until December 31, 2024
ADMIN MATTER NO. NP 223 (2023) 2024
ROLL No 80835
PTR No 5372415 QUEZON CITY
BP NO 254793 12 28 22
MCLE No VIII-0000973 04 14 25
No 160 Quirino Highway Brgy Kaligayahan QC