Memorandum of Understanding

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

Department of Physical Sciences and Mathematics, College of Arts and Sciences of the University of the Philippines Manila,
existing under and by virtue of the laws of the Republic of the Philippines, with principal office located at Padre Faura, Manila,
represented in this act by Manuel Agulto:

- And -

Hewlett-Packard Asia Pacific (Hong Kong) Limited –
Philippine Regional Operating Headquarters existing under and
by virtue of the laws of the Republic of the Philippines Manila, with
principal address located in 34/F Robinsons Summit Center, 6783
Ayala Avenue, Makati City represented in this act by Aleth M De
las Armas;

WITNESSETH: That

WHEREAS, the Hewlett-Packard Asia Pacific (Hong Kong) Limited – Philippine Regional Operating Headquarters (HP) is pleased to partner with the University of the Philippines Manila (UPM) for the offering of elective classes for Academic Year 2013 to 2014.

NOW AND THEREFORE, for and in consideration of the foregoing premises, the parties have agreed on the following terms and conditions:

1. Purpose

HP and UPM agree to collaborate in partnership to achieve objectives of mutual benefit in providing a quality learning experience for students based on instructor-led courses. While realizing the enormous potential of the university students, HP and UPM recognize each other’s unique and complementary value offering and capabilities in developing and implementing a beneficial IT Project Management and ITIL course. In the process, both Parties will strive to maintain a favorable and conducive working environment characterized by strong integrity, open communication and complete cooperation.

2. Scope of Memorandum This Memorandum shall be valid for a period of twelve (12) months, known as “Term”, from the date of this Memorandum. Upon expiry of the Term, HP and UPM may agree to renew this Memorandum for a new term of six (6) months or more and/or enter into a totally new agreement such as a Memorandum of Agreement with a defined period. Either party may terminate this Memorandum during the Term upon thirty (30) days written notice to the other party.

3. Non-Binding Nature Although the parties intend to proceed as described in this Memorandum, they understand and agree that this Memorandum, other than the confidentiality obligations set forth in the Confidentiality section, constitutes a statement of mutual intentions and is not intended to be a binding commitment.
Accordingly, this Memorandum, except for the Confidentiality statement does not contain a legally binding commitment and does not create any legal obligations on the part of or any rights or and the employees of one are not the employees of the other. Nothing in this Memorandum provides for sharing profits or losses arising out of the efforts of either of the Parties.

4. **Obligations of UPM**
   During the Term, UPM shall:
   (a) Provide facilities needed for the course. This includes, but is not limited to, classroom, LCD Projector, with optional provision for students’ workstations and internet access,
   (b) Ensure a maximum class size of 15 enrolled students and maximum of 1 class,
   (c) Provide HP with the academic records relating to the performance of the students in the HP-offered course.
   (d) Give major examinations (mid-terms and finals), not exceeding two (2) and the final grades of the students taking the HP-offered course

5. **Obligations of HP**
   During the Term, HP shall:
   (a) Provide instructor/s who will conduct the IT Project Management and ITIL courses and ensure that each instructors are able to provide a total of three (3) hours per week per class for the duration of the Term,
   (b) Provide students with the course outline and grading system compliant with the rules and regulations of UPM.
   (c) Give short quizzes at the end of each week, a major project (i.e. Case Study for ITIL and a software development project for IT PM), and the partial grades of the students taking the HP-offered course,
   (d) Host presentations at HP office as in scope of the Case Study and/or Software Development deliverables
   (e) Abide by the rules and regulations of UPM while inside the school premises.

6. **Intellectual Property Rights/Authorized Trademarks.** All intellectual property developed by either Party shall be owned and belong to that Party with all the rights. Neither Party shall gain by virtue of this Memorandum any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. Neither Party, without the express prior written consent of the other party, shall use the trademarks, service marks, proprietary words or symbols of the other Party. Clause 6 of this Memorandum shall be legally binding.

7. **Confidentiality.** Any exchange of Confidential Information shall be governed by a confidential Disclosure Agreement to be entered into between the parties.

8. **Amendment.** No alteration, modification or addition whatsoever to the terms of this Memorandum shall be valid unless made in writing and signed by the duly authorized representatives of the Parties.

9. **Governing Law.** This Agreement shall be governed by, and construed in accordance with Philippine laws.

10. **Assignment.** Neither Party may assign, delegate or otherwise transfer all or any part of this Agreement without prior written consent from the other party. Any such attempted assignment, delegation, or transfer will be null and void.

11. **Entire Agreement.** This Agreement is the entire agreement between UPM and HP and supersedes and replaces any previous communications, representations, or agreements. In the event any provision of this Agreement is held invalid or
IN WITNESS WHEREOF, the parties have executed this Agreement on the date and at the place indicated herein.

Signed for and on behalf of Hewlett-Packard Asia Pacific (Hong Kong) Limited – Philippine Regional Operating Headquarters

By:
Name: Aethel M De las Armas
Designation: HP University Linkages Management Sponsor

Signed for and on behalf of University of the Philippines Manila

By:
Name: Manuel Agulto
Designation: University of the Philippines Manila Chancellor

SIGNED IN THE PRESENCE OF:

By:
Name: 
Designation: 

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
MAKATI CITY

At the above-mentioned Municipality, this 29, 2013, personally appeared before me:

Name
Com. Tax Cert.

Issued on / At

[Signature]
ATTY. RONALD SEGUNDO CHING
NOTARY PUBLIC
COM. UNTIL DEC. 31, 2014
ROLL NO 54899
NO. 945 BENAVIDEZ ST. BINOY, MANILA
BP NO. 376386, 2-12: 2012 MLA.
PRNO.1414560.1-2-2013, MLA