



MEMORANDUM OF AGREEMENT

Web and Mobile Site Design and Development (Philippine Embassy - Seoul)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this 24th day of January 2024, at the City of Makati, Philippines by and between:

PHILIPPINE EMBASSY-SEOUL, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address 80 Hoenamu-ro, Itaewon 2(i)-dong, Yongsan-gu, Seoul, Korea 04346, represented herein by, **HON. MARIA THERESA B. DIZON-DE VEGA**, and herein referred to as the "CONTRACTOR";

-and-

RAKSO COMPUTER TECHNOLOGY, INC, a corporation duly organized and existing under the virtue of the laws of the Republic of the Philippines with business address at 5/F Ricogen Building, 112 Aguirre St. Legazpi Village, Makati City, represented herein by its President, **ALLEN KRISTIAN A. VASQUEZ**, and herein after referred to as the "AGENCY".

The CONTRACTOR or the AGENCY may be referred to as "Party" and collectively, the "Parties."

WITNESSETH That:

WHEREAS, AGENCY has represented that it has the necessary expertise, competence, capital, manpower and equipment necessary to perform the services required by CONTRACTOR;

WHEREAS, CONTRACTOR has a need for the services being offered by the AGENCY and on the basis of the representations made by the AGENCY, has agreed to engage the AGENCY to provide the Services contracted herein, and the CONTRACTOR hereby accepts such engagement;

NOW, THEREFORE, THE PARTIES hereby agree as follows:

1. Scope of Services

The AGENCY shall perform the **Web and Mobile Site Design and Development** to comply to the required specifications of the ANNEX "A", which is made an integral part of this Contract.

2. Schedule of Delivery

The AGENCY shall complete and deliver the **Web and Mobile Site Design and Development** whether performed collectively or as a specific activity, in accordance with the project milestone as stated in ANNEX "A" provided, the schedule of completion or delivery may be changed on valid and reasonable grounds as approved by CONTRACTOR.

The AGENCY shall perform the **Web and Mobile Site Design and Development** during the period commencing **sixty (60) working days** or any other period as may be subsequently agreed upon by the parties in writing.

Delay in the delivery of the required Services shall not be considered a material breach of this Agreement when the AGENCY, upon written notice to the CONTRACTOR, informs the latter of the anticipated delays, provided that the delay is not due to AGENCY's fault.

3. Obligations of the Parties

a. Obligations of the AGENCY

The AGENCY shall provide the services mentioned in paragraph 1 of this Agreement and in particular, perform the following obligations:

- Prepare or supervise the preparations of all data in accordance with **Web and Mobile Site Design and Development** set by CONTRACTOR; ^{SEP}
- Web and mobile site feature update and upgrade;
- Regular security maintenance, which would include applying security patches, sorting out security certificates and fixing bugs in the code;
- Continuing website hosting and maintenance

b. Obligations of the CONTRACTOR ^{SEP}

1. CONTRACTOR shall provide data specific such as contents, documents and other information which may be accessed, displayed, utilized, in the website in order for AGENCY to complete the Services; ^{SEP}
2. CONTRACTOR shall provide all information necessary to enable the AGENCY to perform the Services within the agreed schedule identified in paragraph 1 of this Agreement; and ^{SEP}
3. Upon request by the AGENCY, CONTRACTOR shall also provide the AGENCY with all required data information and source files available in its possession and which are necessary for the purpose of this Agreement.
4. CONTRACTOR agrees to perform all tasks assigned as set forth in this agreement and to provide all assistance and cooperation to AGENCY in order to complete timely and efficiently.

4. Fee

For and in consideration of the OVERALL Services, CONTRACTOR shall pay the AGENCY the total amount of **Four Thousand US Dollars** (\$4,000) for the Web and Mobile Site Design and Development inclusive of withholding taxes and value-added tax (VAT).

5. Payment

a. Schedule of Payments

The fee shall be paid only upon submission of the required outputs and deliverables duly accepted as satisfactory and in compliance with the terms of the contract (ANNEX B). Any change in the delivery dates shall be mutually agreed upon between the CONTRACTOR and the AGENCY.

b. Payment Conditions

Payment shall be made in US Dollars (\$), no later than thirty (30) days following the submission of invoice.

6. Project Administration

The AGENCY shall directly report to Hon. Maria Theresa B. Dizon-De Vega for her assignments under this Contract. The CONTRACTOR shall be responsible for the review, acceptance and approval of the detailed technical contents of the reports and recommend payment for Services rendered by the AGENCY.

7. Performance standards

The AGENCY undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The AGENCY shall promptly replace any employees assigned under his Contract that the CONTRACTOR considers unsatisfactory.

8. Term and Termination

TERM: This agreement shall be effective as of the Effective Date and shall continue in effect until the complete payment of the Development Price or until earlier terminated as provided in this Agreement or until the contracted services as outlined in “**ANNEX A**” have been completed.

TERMINATION FOR CAUSE: This Agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice.

EFFECT OF TERMINATION: CONTRACTOR shall pay AGENCY for all services rendered and work performed up to the effective date of termination for any reason subject to CONTRACTOR's rights to only pay fair value if CONTRACTOR terminates for cause. AGENCY shall provide CONTRACTOR with an invoice for the foregoing fees within thirty (30) days of the effective date of the termination. CONTRACTOR shall pay the invoice within fourteen (14) days of receipt.

RETURN OF PROPRIETARY OR CONFIDENTIAL INFORMATION: Within ten (10) days after the termination or expiration of this Agreement, each party shall return to the other all Proprietary or Confidential Information of the other party (and any copies thereof) in the party's possession or, with the approval of the party, destroy all such

Proprietary or Confidential Information. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, knowhow, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process.

9. Settlement of Dispute


The Parties shall exert all efforts to amicably settle any dispute arising out of or in connection with this Agreement. In case such efforts fail, all actions requiring judicial interventions that may arise by reason of this Agreement may only be brought before the proper court of the Pasay City, Metro Manila, to the exclusion of all other venue, provided, however, that the Parties may avail of all possible mode of dispute settlement mutually agreed upon by them before resort to judicial action. This Agreement shall be governed and interpreted in accordance with Philippine laws.

10. Confidentiality

a. Each Party (the "Receiving Party") shall hold in strict confidence and shall not disclose to any party any and all Confidential Information (as hereinafter defined) relating to the businesses, operations, financial transactions, procedures or other practices of the other Party (the "Disclosing Party") and those of its customers, subsidiaries, affiliates, directors, officers or employees, which the Receiving Party or its personnel may acquire by reason of this Agreement.

"Confidential Information" shall mean, with respect to a Party, all financial, operational, technical, trade and other information, including raw and processed weather information or data, pertaining to the operations and affairs of a Party, whether such information be printed, written or verbally furnished by a Party to another party, or the latter's directors, officers, employees, agents or representatives, and shall include this Agreement but exclude the following:

- Information which, at the relevant time, is in the public domain, or becomes generally known in the industry or to the public, other than as a result or a breach of this confidentiality undertaking; ^(SEP)
- Information which a Party can establish to have been known to it at the relevant time, and not acquired directly or indirectly from the other Party; or ^(SEP)
- Information which becomes available to a Party from any third person, the disclosure of which does not constitute a breach of any agreement or legal obligation which such third person has with the other Party. ^(SEP)
- Information which is required to be disclosed by virtue of law, regulation, court order, or by competent judicial, or governmental authority; or ^(SEP)

- Information that was independently developed by the Receiving Party or its representatives, without use or reference to the Disclosing Party's Confidential Information. 
- b. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
 - c. The AGENCY acknowledges that the Customer Data is the Confidential Information of the Client.
 - d. This clause shall survive termination of this agreement, however arising.
 - e. The breaching Party shall be jointly and severally responsible for any breach of the terms of this provision by it or by its personnel and shall indemnify the injured Party and/or its customers, subsidiaries, affiliates, directors, officers, employees or any third person for any damage resulting from the disclosure or consequent unauthorized use of any Confidential Information.

11. Limitation of Liability

- a. The CONTRACTOR agrees that the AGENCY shall not be liable for any damages whatsoever, including direct, indirect, incidental, special, consequential or exemplary damages (even if the CONTRACTOR has been advised of the possibility of such damages), arising from, relating to or connected with the following scenarios caused by the CONTRACTOR, unless such damages, including direct, indirect, incidental, special or exemplary damages result directly from the willful misconduct or negligence of the officer, trustee/director, manager, employee, agent, or representative of the AGENCY
 - (a) the use or inability to use the website and other related computer system
 - (b) the cost of replacement of any goods, services or information purchased or obtained as a result of any information obtained from or transactions entered into through or from the website or other related computer system,
 - (c) disclosure of, unauthorized access to or alteration of website or computer system's content,
 - (d) statements, conduct or omissions of any service providers or other third party on the website or computer system of the CONTRACTOR,
 - (e) actions or inactions of other users of the website or computer system or any other third parties for any reason, or
- b. The PARTIES will not be liable for any failure or delay in performing under these terms where such failure or delay is due to causes beyond its reasonable control, including natural catastrophes, governmental acts or omissions, laws or regulations, terrorism, labor strikes or difficulties, communications systems breakdowns, hardware or software failures, transportation stoppages or slowdowns or the inability to procure supplies or materials.
- c. Both Parties agree to defend, indemnify and hold harmless each other against actions, proceedings, losses, damages, expenses and costs (including without limitation to court costs and reasonable legal fees) arising out of or in connection with this agreement, provided that: (a) the concerned Party is given prompt notice of any such claim; (b) the concerned Party is given a reasonable time and opportunity to resolve such claim; (c) both Parties provides reasonable cooperation in the defense and settlement of such claim; and (d) the concerned Party is given sole authority to defend or settle the claim.

12. Customer Data

- a. The CONTRACTOR shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- b. The AGENCY shall follow the CONTRACTOR's retention/archiving procedures for Customer Data as set out in its policy or company practices.
- c. In the event of any loss or damage to Customer Data, the CONTRACTOR's sole and exclusive remedy shall be for the AGENCY to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the AGENCY in accordance with the archiving policy.
- d. The AGENCY shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by the CONTRACTOR or any third party (except those third parties it sub-contracted to perform services related to Customer Data maintenance and back-up).
- e. The AGENCY shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available at www.raksoct.com or such other website address as may be notified to the First Party from time to time, as such document may be amended from time to time by the AGENCY in its sole discretion.
- f. If the AGENCY processes any personal data on the CONTRACTOR's behalf when performing its obligations under this agreement, the parties record their intention that the CONTRACTOR shall be the data controller and the AGENCY shall be a data processor and in any such case:
 1. the CONTRACTOR shall ensure that it is entitled to transfer the relevant personal data to the AGENCY so that the latter may lawfully use, process and transfer the personal data in accordance with this agreement on the CONTRACTOR's behalf;
 2. the CONTRACTOR shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 3. the AGENCY shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the CONTRACTOR from time to time; and
 4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction, or damage.

13. Data retention and deletion

- a. The AGENCY shall not retain or process customer data for longer than is necessary to carry out the agreed purposes or for longer than any period set by the CONTRACTOR. For the avoidance of doubt, the CONTRACTOR reserves the right to determine the periods for which the AGENCY may retain the customer data processed under this Agreement.
- b. On the instructions of the CONTRACTOR, the AGENCY shall ensure that the customer data processed under this Agreement are returned to the CONTRACTOR or destroyed in

accordance with the CONTRACTOR's instructions. The CONTRACTOR reserves the right to issue instructions to the AGENCY under this Clause at any time.

- c. Following the deletion of customer data, the AGENCY shall notify the CONTRACTOR that the customer data in question has been deleted. Where applicable, the AGENCY shall also provide confirmation that the customer data has been destroyed in accordance with any instructions issued by the CONTRACTOR.

14. No Employer-Employee Relationship

- a. There shall be no employer-employee relationship between the AGENCY and/or its representatives on the one hand and CONTRACTOR and/or its subsidiaries or affiliates, on the other hand.

15. Assignees and Successors

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors in-interest, provided, however, that the Agency shall not assign or transfer any of its rights and obligations herein to any third party without the prior consent of the Contractor.

16. Third Party Contracts

Any other contract of agreement entered into by the Agency and a third party for the implementation of this Agreement shall be exclusively between such parties, to the exclusion of the Contractor. The Agency warrants that it shall hold free and harmless the Contractor from any and all such suit, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the conduct or completion of the services.

17. Waiver of Rights

No failure, omission, or delay of any of the Parties in exercising any of its rights, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

18. Amendment

Any amendment of this Agreement shall be mutually agreed upon by the Parties in writing.

19. Separability Clause

The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions. If any term or condition of this Agreement is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

20. Governing Law

The validity and interpretation of the terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the Philippines.

21. Entire agreement

- a. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- b. Each Party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the date and place first above written.

PHILIPPINE EMBASSY-
SEOUL

RAKSO COMPUTER
TECHNOLOGY, INC.

By: 
HON. MARIA THERESA B. DIZON-DE VEGA
Ambassador

By: 
ALLEN KRISTIAN A. VASQUEZ
President

SIGNED IN THE PRESENCE OF:


REISHA L. OLAVARIO
Third Secretary and Vice Consul


DAN G. DOMINGO
Web & Mobile Project Specialist

SCOPE OF SERVICE

I. Technical Specification

The current Embassy website shall be updated and upgraded with the following minimum specifications:

1. Web and Mobile Platform

- Optimize the site for low bandwidth users
- Develop a user-friendly interface with intuitive navigation system
- Add a comprehensive search functionality to the website
- Important links to consular services
- Integrate links to official social media accounts (Facebook, Instagram and Twitter)
- Updated links to relevant official Philippine government websites
- Browser compatibility. The site must be compatible with the current versions of the following browsers: (Firefox, Internet Explorer, Safari, Chrome and Microsoft Edge)

2. Website Hosting

- The website currently requires 5GB, but this will increase significantly over the coming years

3. Content Management System (CMS)

- Must be easy to use and with editor features
- Allows uploading of high-resolution images, graphics and videos
- Internal links to downloadable files

4. Website maintenance

- Must install comprehensive security features
- Install analytics and site performance tracking
- Assist with content update when the changes that have to be made are not possible from the CMS user interface
- Maintain full backup of the website through the duration of the contract. The backup, code and source files will be delivered in full to the Embassy on closing of the contract
- Setup an automated testing system that checks for broken hyperlinks on the website
- Verify regularly that the website is up and running, and will revert to the backup whenever necessary

5. Website Security

- Setup measures to secure the website from cyberattacks (e.g. hackers, malwar

e, scams or phishing, and errors).

II. Scope of Work

The Company shall be responsible of the following:

- Web and mobile site feature update and upgrade;
- Regular security maintenance, which would include applying security patches, sorting out security certificates and fixing bugs in the code;
- Continuing website hosting and maintenance

TIMELINE:

- Sixty (60) working days

ANNEX "B"

I. FEE

For and in consideration of the OVERALL Services, CONTRACTOR shall pay the AGENCY the total amount of **Four Thousand Dollars** (\$4,000) for the Web and Mobile Site Design and Development inclusive of withholding taxes and value-added tax (VAT).

II. TERMS OF PAYMENT

Payment (VAT exclusive) shall be made based on the following schedule via bank deposit:

15% - upon signing of contract (downpayment)

15% - seven (7) days after start of project

70% - upon project completion