

**CONTRACT FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF DEDICATED INTERNET ACCESS (DIA) SERVICE SUBSCRIPTION**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

CONVERGE ICT SOLUTIONS, INC., a corporation duly organized and existing under Philippine Laws, with principal office at Reliance Center Annex 1 #99 E. Rodriguez Jr. Ave., Brgy. Ugong Pasig City, herein represented by its Corporate Sales Head, **Alan F. Smyth**, hereinafter referred to as "**CONVERGE**";

-and-

DEPARTMENT OF SCIENCE AND TECHNOLOGY - PHILIPPINE COUNCIL FOR INDUSTRY, ENERGY AND EMERGING TECHNOLOGY RESEARCH AND DEVELOPMENT, a domestic corporation duly registered and existing under the laws of the Republic of the Philippines, with office address at the 4th & 5th Level Science Heritage Bldg., DOST Compound, Gen. Santos Ave., Bicutan, Taguig City, Philippines, represented by its Executive Director, **Carlos Primo C. David, Ph.D.**, hereinafter referred to as "**DOST-PCIEERD**";

WITNESSETH:

WHEREAS, CONVERGE is an entity authorized to render value added telecommunications services among which is Premium Internet Service, hereinafter referred to as **PREMIUM INTERNET**;

WHEREAS, CONVERGE has offered **PREMIUM INTERNET** to **DOST-PCIEERD** and the latter has agreed to avail of the same;

WHEREAS, this Service agreement is the "Final Memorandum of Agreement" between the parties.

WHEREFORE, the parties agreed to the following terms and conditions:

1. **CONVERGE** shall provide **PREMIUM INTERNET** to **DOST-PCIEERD** at the 4th & 5th Level Science Heritage Bldg., DOST Compound, Gen. Santos Ave., Bicutan, Taguig City and ADMATEL BLDG., Philippines in accordance with the specifications set forth in Attachment I, a copy of which is attached hereto and made an integral part hereof. The service includes:
 - i) 24 hours per day, 7 days per week, including Sundays and holidays, service operations as set forth in Attachment II – Escalation Levels;
 - ii) installation (including planning, scheduling and site survey) of circuits;
 - iii) maintenance of equipment provided by **CONVERGE** to **DOST-PCIEERD**.

2. **DOST-PCIEERD** shall:

- i) grant **CONVERGE's** authorized representatives access to its premises as well as equipment and all facilities located therein to perform its obligations under this agreement;

3. Billing of **DOST-PCIEERD** by **CONVERGE** for services rendered shall commence upon **DOST-PCIEERD's** express or implied acceptance of the system and services subject of this Agreement.

DOST-PCIEERD shall confirm in writing its acceptance of the system and services within **seven (7) days** from the date of **CONVERGE's** notification of the turn-over of the system and services to the former.

If **DOST-PCIEERD** rejects the system/services, **DOST-PCIEERD** should send a written notice to that effect to **CONVERGE** within the period adverted to above, stating the reason for the said rejection.

4. In case of interruption of the circuit due to failure of **CONVERGE's** equipment or due to any cause within **CONVERGE's** exclusive control, **DOST-PCIEERD** shall be entitled to credit allowance in accordance with **Attachment II – Service Level Agreement**, copy of which is hereto attached and made an integral part hereof. It is understood that said credit allowance shall be readily available to **DOST-PCIEERD** and that the same shall be the total limit of liability of **CONVERGE**.
5. This Service Agreement shall take effect beginning on the date of acceptance of Notice to Proceed, and terminating twelve (12) months thereafter. After the 12th month initial contract term, **DOST-PCIEERD** may renew on a monthly basis up to such time they either renew or terminate the contract, provided that either party has not given a written notice of non-renewal of the Service Agreement thirty (30) days prior to the expiration of the Service Agreement.
6. Either party may terminate this Agreement by serving a 30-day written notice prior to the effective date of termination on the other party in case of breach or non-compliance by either of the parties of any of their respective obligations under this Agreement. If **DOST-PCIEERD** pre-terminates this Agreement with no justifiable reason, **DOST-PCIEERD** shall be liable for pre-termination and dismantling charges equivalent to the unexpired portion under the contract term agreed.
7. Upon the expiration of this Agreement, permanent disconnection or termination of the **PREMIUM INTERNET** Service, **CONVERGE** shall have the right to remove and repossess all equipment and accessories of **CONVERGE** which may be located at **DOST-PCIEERD's** premises, consistent with legal procedures. Such removal shall be without prejudice to rentals due and owing **CONVERGE**.
8. **CONVERGE** shall abide by all the applicable safety procedures, policies and standards of **DOST-PCIEERD** when performing repair, maintenance and/or installation/s of equipment within the premises of **DOST-PCIEERD**. Failure of **CONVERGE** to adhere to relevant safety practices which shall result in stoppage of work then **CONVERGE** shall make the necessary correction(s) of the unsafe acts/practices to the satisfaction of **DOST-PCIEERD** before the work can be resumed. Any work stoppage to **DOST-PCIEERD** as a result of the negligence of

CONVERGE personnel shall constitute as "service interruption" and shall be taken up accordingly in **Attachment II**.

9. **DOST-PCIEERD** shall not be liable for any injury or death of any **CONVERGE** employees and/or contractors who are to perform repair, maintenance, and/or installation of the equipment within the premises of the **DOST-PCIEERD**.
10. **CONVERGE** shall take all necessary precautions to ensure the safety and health of its personnel. **CONVERGE** acknowledges **DOST-PCIEERD's** strong commitment to safety and confirms that it has a safety policy which is of a standard comparable to the **DOST-PCIEERD's** safety policy.
11. **Additional Clauses:**
 - i) This Agreement and the attachments thereto shall be the repository of the entire Agreement and shall supersede any written or oral agreement with respect to the subject matter hereof. Accordingly, all amendments, modifications or any change to this Agreement or to any attachment thereto shall be in writing and signed by the parties.
 - ii) Failure by either party to exercise any rights under this Agreement shall not constitute a waiver of such rights.
 - iii) The parties agree that disputes arising from this Agreement that are not resolved amicably among themselves within a period of **six (6) months** shall, before any resort to legal action, be settled in accordance with the rules and Arbitration Law of the Philippines.
 - iv) In the event of suit, venue shall exclusively be in Pasig City, Metro Manila. The inclusion of twenty percent (20%) of the amount due and collectible as liquidated damage, twenty-five percent (25%) by way of attorney's fees and the costs of suit shall be imposed on the party at fault.
 - v) All notices provided for herein (other than routine communications concerning the services to be provided hereunder) must be in writing and shall be effective when received by other party. All notices sent by other party will be addressed as follows:

If to **CONVERGE**:

CONVERGE ICT SOLUTIONS, INC.

Reliance Center Annex 1
#99 E. Rodriguez Jr. Ave. ,
Brgy. Ugong Pasig City

If to **DOST-PCIEERD**:

DOST-PCIEERD

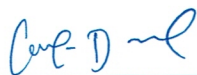
4th & 5th Level, Science Heritage Bldg.
DOST Compound, Gen. Santos Ave.,
Bicutan, Taguig City, Philippines

- vi) **SEVERABILITY:** If any of the provisions or any portion of the provisions in this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not invalidate the entire Agreement.
- vii) Should **DOST-PCIEERD** wish to upgrade/downgrade its circuits, or lease additional capacities, under the contract term stipulated herein, and **CONVERGE** agrees thereto, the terms and conditions of this Agreement shall apply provided that both parties have agreed in writing the applicable charges for the upgraded/downgraded circuit.

IN WITNESS HEREOF, of the parties have caused this Agreement to be executed by and through their duly authorized representatives on **December 2017**.

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

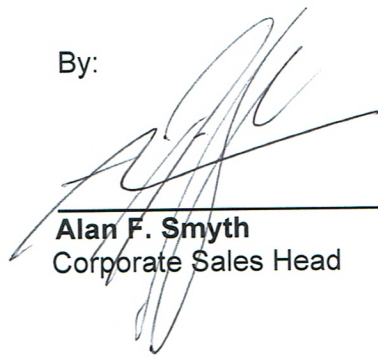
By:



Carlos Primo C. David
Executive Director

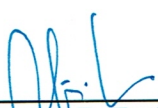
CONVERGE ICT SOLUTIONS, INC.

By:



Alan F. Smyth
Corporate Sales Head

Signed in the presence of:



Grace F. Estillore
Chief SRS
Policy Coordination and Monitoring
Division (PCMD)



Czarina Angelica U. Hashim
Key Accounts Manager