

- A. 20% - Mobilization Cost upon contract signing
B. 40% - Upon 50% completion of the project as stated on the Annex A
C. 40% - Upon completion of the project.

3. MAINTENANCE SERVICES

The QTECH will perform maintenance services to the project for a period of one (1) year and will immediately commence after the Final Acceptance. The schedule of which may vary depending on the preference of the PCIEERD and the need for the support services.

Any modification and additional works that are not indicated in Annex A and Annex B will be charged separately based on the price agreed upon by the Parties.

4. RESPONSIBILITIES OF THE QTECH

Services covered by this Agreement are as follows:

- Deliver the system based on the Technical Specifications on Annex B
- Perform systems installation and configuration
- Knowledge transfer to in-house administrators and end users
- Assist in the setup and deployment of new systems
- Assist with the allocation of system resources
- Assist in database backups and/or automated backups
- Assist in system migrations as needed
- Maintenance Services
- Perform bug fixes

The QTECH shall be given access to the Database or server to provide service thereon. If persons other than QTECH's representatives perform maintenance or repairs and as a result further work is required by the QTECH to restore the systems to operating condition, such repairs may be billed for additional charges at QTECH's published time and materials rate then in effect.

5. RESPONSIBILITIES OF THE PCIEERD

- A. The PCIEERD shall provide the QTECH with reasonable access to the Data Center on-site during such times as QTECH may be required to perform on-site support. The PCIEERD shall also prepare the necessary work permits on-site prior to a site support.
- B. PCIEERD shall have a single-point person or Project Manager that will assist QTECH in the collection of data and information and review of the current system.

6. DISCLAIMERS

QTECH's obligation to provide software maintenance and support is contingent upon proper use of the ticketing system on the purpose for which it was intended. The QTECH will be under no obligation to provide any support for system malfunctions or failures caused by:

- C. Accident, improper use and abuse.
- D. Natural disasters such as flood or earthquake;
- E. Strikes, riots, acts of war or related war disaster;
- F. Repairs, maintenance, modifications or relocations and reinstallation made by anyone other than a QTECH's service person or without QTECH's prior written approval;
- G. Unusual shock or electrical damage, accident, fire or water damage, neglect air-conditioning failure or humidity control failure, a corrosive atmosphere to electronic circuitry, damage during transportation not provided by QTECH's, electromagnetic or electrical interference, or causes other than the ordinary use.
- H. Failure by the PCIEERD or its authorized technical operator to maintain the site specifications or to comply with preventive maintenance procedures recommended by QTECH.



If any hardware/software supports required as the result of any of the causes stated above, the Service Provider may, at PCIEERD's request and at QTECH's opinion, perform any necessary support services, provided that PCIEERD shall pay the Service Provider for such services. The QTECH will not be liable for failure to fulfil its obligations under this Agreement due to sabotage and other causes beyond QTECH's control.

7. INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP OF THE SYSTEM

All information, regardless of the nature, being either technical, commercial or other, that are provided in any form including oral; written, video, audio, images and others are the sole property of the party who provided the information in original form. However, upon complete turnover, all of these shall remain under PCIEERD's property.

All software modules, codes, platforms, frameworks and customized piece of software used or by product of developing the system should be turned over to PCIEERD, together with the complete documentation and Manual of the System.

In accepting agreement, QTECH forgoes to the PCIEERD all literary and artistic property rights associated with any creations, designs, development, or other resulting from any work carried out in the framework of this agreement unless otherwise such piece or creation are originally owned by the QTECH.

8. LIQUIDATED DAMAGES

For late delivery of the system, the 1/10th of 1 percent per day shall apply, following the government procurement law and be subjected to usual accounting rules and regulations.

9. NO EMPLOYER / EMPLOYEE RELATIONSHIP

It is understood that this contract does not create an employer-employee relationship between the **PCIEERD** and the **QTECH**.

10. NOTICES

Notices required to be given by one Party to another shall, unless expressly agreed otherwise, be in the English language and shall be deemed properly given in writing and personally delivered or sent by registered or certified post to the addresses below postage prepaid, or by fax with correct answer back received with copy by registered mail or certified post and shall be effective upon receipt.

11. DISPUTE RESOLUTION

Any dispute arising out of the contract, which cannot be amicably settled between the parties shall be referred to adjudication/arbitration in accordance with the pertinent laws of the Philippines.

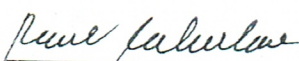
12. GOVERNING LAW

This contract of services shall be construed in accordance with the laws of the Republic of the Philippines.

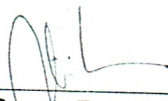
IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives, with full knowledge of its content and significance and intending to be legally bound by the terms hereof, this 27th day of December 2017.

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

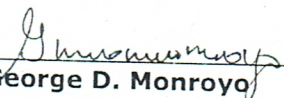
By:



Raul C. Sabularse
Deputy Executive Directorⁱⁿ and
Officer-in-charge, PCIEERD



Grace F. Estillore *NE*
Chief SRS
Policy Coordination and Monitoring
Division



George D. Monroyo
Senior SRS
Policy Coordination and Monitoring
Division (PCMD)

QTECH BUSINESS SOLUTIONS, INC

By:



Giovanni O. Juntereal
Head Business Solutions
Qtech Business Solutions, Inc