

164

# CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This **Contract of Service** (the "Agreement") is made and entered into this 30<sup>th</sup> day of June, 2017 (the "Effective Date"), at Quezon City, by and between:

**Ideyatech, Inc.**, a corporation duly organized and existing under Philippine laws with principal office address at Unit 1005 West Tower, Philippine Stock Exchange Centre, Exchange Road, Ortigas Center, Pasig City, Metro Manila, Philippines, represented in this Act by its President/CEO, **MR. ALLAN C. TAN**, herein referred to as "Developer";

- and -

**Department of Agrarian Reform**, created and duly organized pursuant to Executive Order No. 192, Series of 1987, with principal office address at Elliptical Road, Diliman, Quezon City, represented herein by its Secretary, **HON. RAFAEL MARIANO**, herein referred to as "Licensee";

O.R.S No.:	02-1120/2017-06-3002	Date:	6/30/2017
P.A.P.:	103102000/00000	Acct. Code:	102999001
Fund:	101	Amount:	P16,000.00
WITNESSETH: That	MISS-Cont. Agreed		
	2017		
	OBLIGATED		

WHEREAS, the Developer is the sole creator and sole distributor of a software known as Attaché;

WHEREAS, the Developer is the only official service provider for development, installation, configuration, maintenance and customization of Attaché. Any programming changes and enhancements on Attaché can only be performed by the Developer.

WHEREAS, the Licensee purchased a license to use the software called Attaché.

WHEREAS, the Licensee desires to engage the Developer to further support, maintain, and enhance Attaché.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the agreements and covenants hereinbelow set forth, the parties hereby agree, as follows:

- Developer shall provide support and maintenance of Attaché from July 1, 2017 to June 30, 2017 which includes Second Level Support, End User Training, Adhoc Report Generation, Monthly Onsite Visit, Regular monitoring of Attaché (LCMS) server, 9x5 phone and email support, refer to Appendix A

*(Handwritten signatures)*

2. Developer shall provide Second Level Technical Support which includes Enhancements, Investigation on Technical Issues and Quarterly Software Updates, refer to Appendix A
3. The total price is P1,600,000.00, the breakdown and payment schedule of which are described under headers Price and Payment Schedule, found in herein attached Appendix B.
4. With respect to the training for the end-users, Developer agrees to assist six (6) end-user trainings to the office of the Licensee, on a date and time agreed upon by Developer and Licensee. Incidental expenses such as costs of travel, accomodations, and communications shall be shouldered by the Licensee. Additional training may be requested at Licensee's cost.
5. The terms of this agreement may be modified only by written addendum signed by both parties.
6. The terms of this agreement shall be governed solely by the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures on the date and at the place first above-written.

**Ideyatech Incorporated**  
Developer

By: 

**ALLAN C. TAN**  
PRESIDENT/CEO  
OF IDEYATECH, INC.

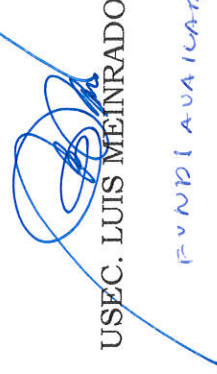
**Department of Agrarian Reform**  
Licensee




**HON. RAFAEL V. MARIANO**  
SECRETARY, DEPARTMENT  
AGRIARIAN REFORM

SIGNED IN THE PRESENCE OF

  
ALEX ROY ZAMORA

  
USEC. LUIS MEINRADO C. PAÑGULAYAN  
FUNDI AVALIANCE

  
ROWENA U. AGBAYANI  
Chief, ACCOUNTING DIVISION  
02-102101-2017-06-3002  
P 1,600,000.-



**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY, ) S.S.

**JUL 0 4 2017**  
BEFORE ME, a Notary Public for and in MANILA CITY, this \_\_\_\_\_ day of \_\_\_\_\_ 2017, personally appeared the following:

<b>NAME</b>	<b>Passport No.</b>	<b>Place Issued/Expiry</b>
Allan C. Tan	EO3834780	DFA NCR EAST/March 30, 2020
Rafael V. Mariano		TIN No. 232-073-263-000

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement which consists of five (5) and they acknowledged to me that the same is their free and voluntary act and deed and that of the entities they represent.

Witness my hand and seal on the date and in the place first above-written.



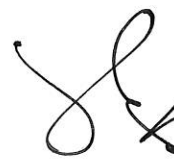
Doc. No. 48 ;  
Page No. 8 ;  
Book No. 674 ;  
Series of 2017.

**ATTY JOSE P. DULNUAN**  
**NOTARY PUBLIC**  
**FOR THE CITY OF MANDALUYONG**  
Until December 31, 2017  
COMMISSION NO. 0458-16  
IBP Lifetime No. 0016985 /Pamig. City, 4-27-2017  
PTR NO. 69257527, 1-3-17, Calabar, Rizal  
ROLL NO. 26604  
MCLE COM. NO. M-0029171, 6-15-16  
VALID UNTIL 6-15-2020  
D-22-AB GURVEN, J. ABEL, 52 D.M.  
GUEVARA ST., MANDALUYONG CITY  
Tel No. 532-8858, 533-664  
Email Addr: jbdulnuaan@gmail.com

## **Appendix A.**

To ensure that our team can continuously provide support and maintenance of Attaché. The annual support and maintenance plan includes the following:

- **System Administration and Technical Support**
  - End User Support
    - Perform system maintenance such as user access rights, drop down values, document templates, and more.
    - Monitoring of technical support issues, and questions.
    - Submission of weekly support report and issues.
  - End User Training
    - Conducts training to end-users on system updates and enhancements.
    - Conducts re-training to end-user as requested.
    - Up to 6 sessions of user training.
  - Adhoc Report Generation
    - Generation of adhoc reports requested by DAR management.
  - Investigation on technical issues as reported by DAR.
  - Monthly Onsite Visit or as requested
  - Regular monitoring of Attaché (LCMS) server
  - 9x5 phone and email support
  
- **Second Level Technical Support**
  - Quarterly software updates of Attaché which includes:
    - New features on Attaché roadmap
    - Software patches/fixes
    - Enhancements of upto 80 mandays

**Appendix B**

**Payment Schedule**

<b>Contact Period</b>	<b>Amount</b>
July 1, 2017 to September 30, 2017	P 400,000.00
October 1, 2017 to December 31, 2017	P 400,000.00
January 1, 2017 to March 31, 2018	P 400,000.00
April 1, 2018 to June 30, 2018	P 400,000.00
<b>Total</b>	<b>P1,600,000.00</b>

