



Republic of the Philippines  
**Department of Education**  
REGION IV-A CALABARZON  
GATE 2, KARANGALAN VILLAGE  
1900 CAINTA, RIZAL




24 September 2020

**Regional Memorandum**

**HUBHUMAN VIRTUAL SCHOOL  
SOLUTION – CONNECTING ALL EDUCATORS & LEARNERS**

To **Schools Division Superintendents  
Division Information Technology Officers**

1. In line with the issuance of DepEd Order No. 12 s. 2020 dated June 19, 2020, the Learning Resource and Platforms Committee(LRPC) was created for the assurance of appropriate and good quality learning resource to be made readily available for the Department of Education.
2. This webinar aims to:
  - a. provide information on how to register and search school using the portal;
  - b. create classroom;
  - c. upload the lessons and modules;
  - d. generate quizzes and,
  - e. teach learner on the how to use the portal
3. Relative to this, the ICT Unit in partnership with the HUBHUMAN will conduct a webinar training for all teachers in CALABARZON on October 1, 2020 @ 8:00 AM.
4. For the registration of participants, please visit the <https://event.webinarjam.com/register/57/kr9glazl>.
5. Immediate dissemination of this Memorandum is highly desired.

  
**WILFREDO E. CABRAL**  
Regional Director



**"EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT"**

Trunkline: 02-8682-5773/8684-4914/8647-7487  
Website: [depedcalabarzon.ph](http://depedcalabarzon.ph)  
Document Inquiry : <https://r4a-teadoc.com/inquire>  
Facebook: DepEd R-4A Calabarzon

## MEMORANDUM OF AGREEMENT

This Agreement made and entered into this SEP 15 2020 at Pasig City, Metro Manila, Philippines, by and between:

The **DEPARTMENT OF EDUCATION REGIONAL OFFICE 4-A CALABARZON**, an agency of the national government of the Republic of the Philippines, created by virtue of Batas Pambansa (B.P.) No. 232 "The Education Act of 1982" as amended by Republic Act (R.A.) No. 9155 otherwise known as "Governance of Basic Education Act of 2001", with principal office address at Department of Education Gate 2, Karangalan Village, Cainta Rizal represented by its Regional Director, Diosado M. San Antonio, herein referred to as "**DepEd**";

-and-

**HH INSOURCE, INC.**, a corporation organized and existing under the laws of the Republic of the Philippines, with office address at Renaissance Towers 2<sup>nd</sup> Floor, Meralco Avenue, Ortigas Center, Pasig City represented in this transaction by its co-founder, CEO, and owner, Kenneth L. Zrike, hereinafter referred to as the "**PROPONENT**";

WITNESSETH: That

**WHEREAS**, Republic Act 8525, otherwise known as "An Act Establishing the Adopt-A-School Act of 1998", was enacted to encourage private companies to assist in the delivery of better quality education to public schools in the country, particularly in the poverty-stricken provinces;

**WHEREAS**, Revenue Regulations No. 10 s. 2003, Implementing the Tax Incentives Provision of RA 8525 has been issued by the Department of Finance thru the Bureau of Internal Revenue;

**WHEREAS**, **DepEd**, being responsible in securing resources to make public schools competitive, has been partnering with the private sector entities as well as government agencies and their local units for the development of the public education system in the country;

**WHEREAS**, **DepEd** believes that one way of achieving an enhanced learning environment and addressing the shortage of resources in public schools is through the provision of an educational free platform on the Internet.

**WHEREAS**, **DepEd** is committed to forwarding 21<sup>st</sup> century learning in the schools under its division through engaging more school heads and teachers to integrate the use of technology in the classroom and encouraging the use of non-traditional learning methods;

**WHEREAS**, the **PROPONENT** is a business enterprise and has engaged in Software as a Service and cloud enterprise solutions through its partnership with HubHuman, an American based company.

**WHEREAS**, the **PROPONENT** has responded to the call of **DepEd** for private sector participation in public education by developing a project entitled HubHuman, which would provide an automated event promotion & management system that can digitally tie the **DepEd**, schools, teachers, students and parents together for more comprehensive communication, event notification & management for educational programs, contests, classroom assignments, sports, club activities, raffles, etc., which is aligned with the goals of **DepEd**'s K to 12 Basic Education Program.

**NOW THEREFORE**, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the parties hereby agree as follows:



## **Section 1 Description of the Project**

The project known as HubHuman consists of the provision of a Software as a Service / Platform as a Service (SaaS/PaaS) to provide each school with its own, branded, fully interactive website, complete with user-friendly content management features, and comprehensive communication via email, onsite commenting, live chat customer support, SMS text messaging (optional service) and mobile application Push Messaging.

This will tie the DepEd, schools, teachers, and students closer together. The fully automated event notification and management system, allows each school to generate a full website, in minutes, for an unlimited number of events, and broadcast the event details and JOIN link out to all in and outside of the platform, with full social publishing direct to social sites, such as Facebook, Twitter, etc

## **Section 2 Rights and Obligations of the Concerned Parties**

### **2.1 DepEd shall:**

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- 2.1.1 Provide policy guidance and directions to ensure the proper implementation and completion of the project;
- 2.1.2 Coordinate with the PROPONENT in the implementation of the project's activities;
- 2.1.3 Assist in the implementation and in monitoring the progress of the project by ensuring the cooperation of the beneficiary schools and the division;
- 2.1.4 Execute a Deed of Acceptance as a way of recognizing and acknowledging the support or donation received from the PROPONENT;
- 2.1.5 Review, facilitate or endorse the application of the PROPONENT for tax incentive or tax exemption entitlement to the corresponding Revenue District Office;
- 2.1.6 Provide proper management, maintenance, and care for the support/intervention received by the beneficiary school/s, through the School Head/s or Principals, in close coordination with the PROPONENT;
- 2.1.7 Ensure proper booking-up of donations through coordination with the school's property custodian or division's supply officer

### **2.2 The PROPONENT shall:**

- 2.2.1 Provide the SaaS/PaaS platform and staff to help prepare all materials and resources necessary in fulfilling the rollout and maintenance plans.

- 2.2.2 Provide onsite customer support to answer all the user's questions, whenever they need help; provide staff that will visit schools and provide training whenever needed.
- 2.2.3 Provide tight security and privacy policies, as delineated in the onsite Terms of Service and Privacy Policy. No personal contact information will ever be shared with anyone outside the company, and the internal security features are robust.
- 2.2.4 Ensure that the content of the website will comply with the morality and ethical standard of DepEd.
- 2.2.5 Facilitate administrator account for the DepEd – Region 4-A Calabarzon
- 2.2.6 The expenses for the services provided by the PROPONENT through the HubHuman Project is free of charge for DepEd Central Office, the schools and the students.
- 2.2.7 Execute a Deed of Donation in favor of DepED for the completed project;
- 2.2.8 Render periodic report/ assessment of the projects being implemented to DepEd as deemed necessary;
- 2.2.9 Submit to the Adopt-a-School Program Secretariat all pertinent documents in support of the amount specified/claimed for tax incentive application, with the submission date not later than March 5 of the taxable year; and
- 2.2.10 Undertake to maintain confidentiality and security of all personal and sensitive personal information shared by DepEd in the course of the program.




### **Section 3 Scope of the Project Beneficiaries**

The project beneficiaries shall be given to all public schools with a pre-existing Internet connection, and all public school teachers in DepEd – Region 4-A Calabarzon.



### **Section 4 Project Cost**

The cost of the project covering the entire term is only a cost to the PROPONENT. These costs for all schools in Region 4-A include: Portal (branded websites) set-up, hosting bandwidth, meetings/conference/travel, support materials, customer support, consultation, personnel.



### **Section 5 Term**

This Memorandum of Agreement shall take effect upon its signing and shall remain in full force and effect during the entire project duration of two years. Thereafter, this Memorandum of Agreement shall be renewed automatically for successive 2-year terms under the same terms and conditions, unless terminated earlier by either party with written notice 90 days prior to the natural expiration of the existing 2-year term.

## **Section 6 Capacity and Authorization**

The parties herein warrant that they have the capacity, power and requisite authorization to enter into this Agreement.

## **Section 7 Separability Clause**

Should any part of this Agreement be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.

## **Section 8 Breach of Contract**

The violation or omission of any of the provisions of this Agreement shall be ground for the cancellation or rescission of the same without need for legal or court action.

## **Section 9 Termination**

Any party may terminate this Agreement ---

9.1 At any time, with or without cause, upon ninety (90) days prior written notice to the other party, or

9.2 Immediately, if a party fails to cure a material breach of this Agreement within fifteen (15) days after receiving a written notice of such breach from the other party.

The termination of this Agreement is without prejudice to the settlement of liabilities and accountabilities or the exercise of any rights that may have accrued prior to such termination and shall not release any party from any obligation or cause of action that may have accrued or liability incurred prior to termination. The obligations arising under Section 10 (Liability), Section 11 (Intellectual Property) and Section 12 (Confidentiality) shall survive the termination of this Agreement.

## **Section 10 Liability**

The parties hereby agree that each party shall be liable for all damages and liabilities caused or incurred by the fault or negligence of its own officers, employees, agents and assigns. Pursuant thereto, each party shall indemnify and hold the other party free and harmless from any and all claims, demands, actions, obligations, losses, damages, injuries, liabilities and proceedings whatsoever made against the other party by any person by reason of the fault or negligence of the former, its officers, employees, agents and its assigns, and against all costs and expenses incurred with respect to such claims, demands, actions, obligations, losses, damages, injuries, liabilities and proceedings.

## **Section 11 Intellectual Property**

Except as may be otherwise stated in this Agreement, no party shall use any other party's name, copyrights, trademarks, service marks, trade names or logos in any manner whatsoever without the said party's prior written consent.

## **Section 12 Confidentiality**

During the Term of this Agreement it may be necessary for a party to disclose or to make

available to the other party information, including without limitation, any and all oral and written communications, information, documents, notes, data or other material in tangible, intangible or electronic form which a party deems proprietary or confidential (the "Confidential Information").

The parties agree that any Confidential Information and all other work product, including the services or products furnished under this Agreement shall only be used by the parties' employees who need to know the Confidential Information for the purpose of this Agreement and who are informed by the parties of the confidential nature of the information. The obligations imposed on the parties pursuant to this Section 12 shall continue for the Term of the Agreement and for a period of five (5) years thereafter.

### **Section 13      Publicity**

Except as may be otherwise stated in this Agreement or required by law, the parties agree that they shall obtain the written consent of the other party before this Agreement or the relationship described herein is published in any publication, media or marketing material.

### **Section 14      Independent Contractors**

The parties are independent contractors. No agency, partnership, joint venture or employee employer relationship is intended or created by this Agreement may be attached. No party will make any warranties or representations on behalf of the other parties.

### **Section 15      Non-Assignment of Rights and Obligations**

No party shall assign or otherwise transfer its rights or obligations without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto.

### **Section 16      Non-Waiver**

The waiver by a party of a breach of any of the provisions of this Agreement by any party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission by a party in exercising any right that it may have under this Agreement operate as a waiver of any breach or default by the party in breach or default.

### **Section 17      Severability**

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties agree to substitute any invalid or unenforceable provision with a valid or enforceable provision which achieves, to the greatest extent possible, the objectives of the invalid or unenforceable provision. In the absence of such an agreement within thirty (30) days after commencing negotiations, a party shall be entitled to terminate this Agreement effective after seven (7) days from written notice to the other party

### **Section 18      Entire Agreement**

This Agreement shall contain the entire understanding between the parties and supersedes any prior understanding and agreement between them with regard to the subject matter of this Agreement. The parties agree to perform all such acts, and to execute and deliver such other

documents or instruments as may be necessary to carry out the intent of this Agreement. This Agreement constitutes the legal, valid, and binding obligation of each party, and shall be enforceable in accordance with its terms. There are no representations, agreements, arrangements or understanding, verbal or written, between the parties relating to the subject matter of this Agreement which are not fully expressed herein.

**Section 19 Data Sharing**

All personal and sensitive personal information shared by DepEd to proponent shall be secured. Any unauthorized access and illegal use of such information shall be the liability of the proponent.

**Section 20 Amendments**

This Agreement may be revised, amended or modified only through a written instrument duly executed and signed by all parties.

**Section 21 Governing Law; Venue**

The validity, interpretation and performance of this Agreement shall be governed by the laws of the Republic of the Philippines. Any dispute arising from the execution of or in connection with this Agreement shall be brought before the proper courts of Taguig City, Metro Manila, Philippines and/or Rizal Province, Philippines to the exclusion of all other courts.

SIGNED on the date and at the place first above written.

**DEPARTMENT OF EDUCATION**  
REGIONAL OFFICE – REGION 4-A

By:


  
**WILFREDO E. CABRAL**  
Regional Director 

**PROPONENT – HH INSOURCE, INC.**

By:

  
**Kenneth L. Zarke**  
Co-founder / CEO / Owner

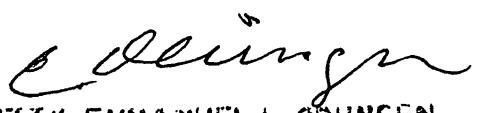
SIGNED IN THE PRESENCE OF:

  
Rey M. Valenzuela  
Information Technology Officer I

  
Flordeliza Gonzales  
Executive Assistant, HubHuman, LLC

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 15<sup>th</sup> DAY OF SEP 2020 AFFILIANT EXHIBITING  
ME HIS / HER COMMUNITY TAX CERTIFICATION  
NO. 226 ISSUED ON 08/22/2020 AT 08/22/2020

DOC. NO. 297  
PAGE NO. 27  
BOOK NO. XCIII  
SERIES OF 2020

  
**ATTY. EMMANUEL L. OSUNGEN**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2020  
PASIG, SAN JUAN, PATEROS  
PTR NO. 0470915/01-02-20  
IBF NO. 059640 RSM CHAPTER 12-20-19  
ROLL # 28837  
APPOINTMENT # 556 (2019-2020)  
MCLE # VI-0021726 VALID UNTIL 4/14/22