CITY OF BACOOR
Office of the Sangguniang Panlungsod

PRESENT:
HON. EDWIN G. GAWARAN - - - - - - - - - - - - Acting City Vice Mayor/Acting Presiding Officer
HON. REYNALDO M. FABIAN - - - - - - - - - - - - Councilor
HON. VENUS D. DE CASTRO - - - - - - - - - - - - Councilor
HON. JANAIR C. SAN MIGUEL - - - - - - - - - - - - Councilor
HON. REYNALDO D. PALABRICA - - - - - - - - - - - - Councilor
HON. JAIME A. SAPANGHILA - - - - - - - - - - - - Councilor
HON. BAYANI M. DE LEON - - - - - - - - - - - - Councilor
HON. MA. ELIZA H. BAUTISTA - - - - - - - - - - - - (SKF-Pres.)

ABSENT:
HON. AVELINO B. SOLIS - - - - - - - - - - - Councilor
HON. CATHERINE S. EVARISTO - - - - - - - - - - - Councilor

ON LEAVE:
HON. ROSETTE M. FERNANDO - - - - - - - - - - - City Vice Mayor/Presiding Officer

CITY RESOLUTION NO. 2013-34
Series of 2013

A RESOLUTION RATIFYING THE LICENSE AGREEMENT ENTERED INTO BY THE CITY GOVERNMENT OF BACOOR AND INTEL COMPUTER CLUBHOUSE NETWORK.


WHEREAS, the Sangguniang Bayan passed Municipal Resolution No. 35, Series of 2012 dated 30 January 2012, authorizing the Municipal Mayor to renew the Licensing Agreement between the Intel Computer Clubhouse Network and the Municipality of Bacoor for the benefit of the Bacoor Computer Clubhouse.

WHEREAS, the said agreement was executed on 04 February 2013 and was then submitted to the Sangguniang Panlungsod for ratification.

WHEREAS, the above-mentioned subject matter was referred to the Committee on Ordinances and Legal Matters headed by Councilor Venus D. De Castro.

NOW THEREFORE, after careful deliberation, on motion of Councilor Venus D. De Castro duly seconded by Councilor Reynaldo Palabrica, in its 120th regular session assembled, BE IT RESOLVED AS IT IS HEREBY RESOLVED by the Sangguniang Panlungsod of Bacoor, Province of Cavite to ratify the
CITY OF BACOOR
Office of the Sangguniang Panlungsod

License Agreement entered into by the City Government of Bacoor and Intel Computer Clubhouse Network.

RESOLVED FINALLY, to furnish the Intel Computer Clubhouse Network and all offices concerned with copies of this Resolution.

ADOPTED by the Sangguniang Panlungsod this 25th day of February 2013 at the City of Bacoor, Cavite in a regular session assembled.

I hereby certify the truth and correctness of the above-quoted Resolution.

Certified by:

[HONOEDWIN G. GAWARAN
Acting City Vice Mayor/ Acting Presiding Officer

Attested by:

[ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Approved by:

[HON. STRIKE B. REVILLA, PhD.
City Mayor

Address: Evangelista St., Barangay Tabing Dagat, Bacoor, Cavite
Page 2 City Resolution No. 2013-18, 25 February 2013
Intel Computer Clubhouse Network
Museum of Science, Boston

License Agreement

Licensee: Municipality of Bacoor
          Bacoor, 4102
          The Philippines

Project Director: Hon. Strike B. Revilla
                 Municipal Mayor

Project Name: Computer Clubhouse

Purpose: Support the Computer Clubhouse program

Period of License: February 1, 2013 - January 31, 2014

Museum of Science
Contact: Gail Breslow
        Director, Intel Computer Clubhouse Network
        Museum of Science
        One Science Park
        Boston, MA 02114
        (617) 589-0387
        gbreslow@mos.org
Intel Computer Clubhouse Network
Museum of Science, Boston

License Agreement

A. Program Requirements

1. This license is to support the Computer Clubhouse licensed by the Municipality of Bacoor
("the Licensee").

2. The Licensee agrees to adopt the learning approach of the Computer Clubhouse by
implementing the following basic program standards:
   • The Computer Clubhouse will provide opportunities for open-ended exploration (versus
classes with set curriculum) during the time that the Computer Clubhouse is open.
   • The Computer Clubhouse will provide high-end professional software for creative expression
and scientific exploration during the time that the Computer Clubhouse is open.
   • The Computer Clubhouse will encourage the participation of adult mentors who can serve as
role models and support the development of a sense of community.
   • The Computer Clubhouse Coordinator will demonstrate a commitment to participation in the
Intel Computer Clubhouse Network, for example by sharing best practices and lessons
learned, and by encouraging youth to participate in on-line activities for youth around the
Network.

3. The Licensee agrees to operate the Computer Clubhouse program a minimum of 20 hours per
week (after school and/or on weekends) throughout the year, and to ensure that youth from
underserved communities have access to the program.

4. The Licensee agrees to secure, retain, and supervise Computer Clubhouse staff as necessary
to meet the program standards described in #1, #2, and #3 above. The Computer Clubhouse
Coordinator position shall be a full-time position. Full-time Computer Clubhouse staff must
attend a one-week orientation and training program at the "flagship" Computer Clubhouse at the
Museum of Science. In the event a new Clubhouse Coordinator is hired, he or she must attend
the one-week orientation and training program. Out-of-pocket expenses (for travel, lodging,
meals, and incidentals) are the responsibility of the Licensee.

5. Participation in all Intel Computer Clubhouse Network meetings, including the Intel Computer
Clubhouse Network's Annual Conference for Clubhouses from around the world, mid-year
Regional Workshop, and monthly phone or on-line meetings of all Clubhouse Coordinators, is
mandatory for the Licensee's Computer Clubhouse Coordinator. Travel and other expenses, as
required, are the responsibility of the Licensee.

6. The Licensee acknowledges the Intel Computer Clubhouse Network's commitment to
supporting all Clubhouse participants as they become active, engaged, informed citizens of the
world. To that end, the Network proudly embraces and celebrates the diversity of Clubhouse
youth, mentors, and staff from around the globe, and is committed to providing opportunities for
-- and expects Clubhouses to participate in dialogue across our communities that increase awareness, tolerance and inclusiveness throughout the Clubhouse Network.

7. The Licensee agrees to provide a dedicated space that can safely house high-end computer equipment, and to work with the Intel Computer Clubhouse Network staff to design, furnish, and decorate the Computer Clubhouse in a warm, inviting manner, to encourage creativity, self-expression, and collaboration.

8. Any software, hardware, other materials, or services provided to the Computer Clubhouse through the Intel Computer Clubhouse Network are designated for the exclusive use of the Computer Clubhouse. It is the responsibility of the Licensee's staff to ensure the security, maintenance, and upkeep of all property provided.

9. The Computer Clubhouse staff of the Licensee agrees to comply with all national, state, or local privacy laws and regulations, including the U.S. Federal Trade Commission's Children's Online Privacy Protection Regulations (COPR). Computer Clubhouse Privacy Requirements are described in the attached, "Exhibit A."

10. The leadership of the Licensee will secure funds sufficient to meet the program standards described above.

B. Reporting/Evaluation Requirements

1. The Licensee is to inform the Intel Computer Clubhouse Network staff at the Museum of Science of all major Computer Clubhouse events, prior to their occurrence. The Director of the Intel Computer Clubhouse Network should be promptly notified about any proposed change in key personnel at the Clubhouse, or any proposed change in the space dedicated to the Computer Clubhouse.

2. To meet the Intel Computer Clubhouse Network's reporting requirements, the Licensee must provide semi-annual reports to the Museum of Science, briefly addressing the items outlined in Exhibit B, attached, "Assessment and Planning Reporting Requirements." Required reports will be submitted within 15 days of the end of the period to the Museum of Science Contact listed on the front of this agreement.

3. The Licensee agrees to fully cooperate with any independent evaluation team assigned to this program. This is likely to involve timely participation in interviews, surveys, evaluation team visits, and other data collection activities.

C. Acknowledgments

1. The Museum of Science hereby grants to the Licensee a non-exclusive, non-transferable, royalty-free, revocable license to use the "Computer Clubhouse" licensed logo (Exhibit C, attached, the "Licensed Logo") on any collateral, promotional materials, and advertising materials for the Computer Clubhouse, for the period of this Agreement. Upon any termination or expiration of this Agreement, the Licensee shall cease use of the Licensed Logo as soon as practical.

2. The Licensee agrees that for the period of this Agreement, the program will be known and identified as "the Computer Clubhouse" and as "a Member of the Intel Computer Clubhouse Network." The Licensed Logo will be used on all collateral, promotional materials, and advertising materials for the Computer Clubhouse, for the period of this Agreement. The tag line, "The Intel Computer Clubhouse Network is a program of the Museum of Science, Boston with support from the MIT Media Laboratory" will appear on all collateral, promotional materials,
and advertising materials for the program. The Museum of Science reserves the right to review any such material prior to any public use or distribution of such materials.

3. The Computer Clubhouse staff of the Licensee will provide proper acknowledgment of any gifts received from Intel Corporation and other sponsors of the Intel Computer Clubhouse Network (including software vendors, equipment providers, and other contributors). The Museum of Science will provide a list of any sponsors, as required. All press releases and other announcements related to the program should include the tag line, "The Intel Computer Clubhouse Network is a program of the Museum of Science, Boston with support from the MIT Media Laboratory." The Museum of Science reserves the right to review any press releases or other announcements regarding this program prior to any public use or distribution.

D. Non-Profit Status
1. It is the Museum of Science’s understanding that the Licensee is a non-profit agency for the purpose of supporting community undertakings related to culture, social activities, and education for children, youth, and/or adults. In the case of U.S.-based organizations, the Licensee is a tax-exempt agency under Section 501(c)(3) of the Internal Revenue Code or a comparable government-sponsored youth or social services agency. In all cases, the Licensee is not deriving a profit or otherwise benefiting financially from the Computer Clubhouse program. The Licensee must promptly notify the Museum of Science if there is any change in this status or classification.

2. The Licensee will make reasonable efforts to assure that no gifts received from any sponsors of the Intel Computer Clubhouse Network will be used in such a manner that it constitutes a taxable expenditure, such as would be incurred by a commercial, for-profit enterprise.

E. Licensing Timeframe
The timeframe covering this Agreement is February 1, 2013 to January 31, 2014, and the Agreement is subject to renewal at the end of that time period.

F. Termination
Either party may terminate this Agreement in the event that the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receipt of notice of such breach from the non-breaching party. Failure of the Licensee to comply with any of the Program Requirements set forth in Section A shall be considered a material breach of this Agreement.

G. Entire Agreement
This document constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes all proposals, oral or written, all negotiations, conversations, and/or discussions between the parties relating to this Agreement and all past courses of dealing or industry customs. This Agreement may not be modified except in a writing signed by authorized representatives of both parties. This Agreement may not be assigned or otherwise transferred by the Licensee without the express written consent of the Museum of Science. In no event shall the Museum of Science, Intel Corporation, or any other sponsor have any liability to the Licensee for incidental, consequential, or other indirect damages.
By: Intel Computer Clubhouse Network
   Museum of Science

Signature
Name: Gail Breslow
Title: Director

By: Municipality of Bacoor

Signature
Name: Hon. Strike B. Revilla
Title: Municipal Mayor

Date: 2/4/2013
Exhibit A
Computer Clubhouse Privacy Requirements

Goals:
1. Protect children from harm
2. Comply with the law

Requirements:
1. Permission Slip: Obtain a signed permission slip from a parent or guardian of each participating child.
2. Privacy Education: Explain to the participating children the dangers of sharing their Personal Information (defined below). Instruct the children to discuss the issue with their parents. Instruct the children that they should not include any Personal Information in their postings to the Computer Clubhouse Internet website, and they should not submit Personal Information while surfing the Internet at the Computer Clubhouse.
3. Web Page Creation: Clubhouse Web pages must be reviewed to make certain they do not include Personal Information. Personal Information is any information that could be used to locate or identify a particular child. The following are examples of Personal Information, which should not be included on the Clubhouse Web Pages:
   a. Photographs, unless they have been altered so they cannot be used to identify the child
   b. Last name
   c. Teacher's name
   d. E-mail address
   e. Home address
   f. Phone number
   g. Social security number
   h. Other information that could be used to locate a child (e.g., I play third base for the Main Street Bomber's Little League Team, and we practice every Tuesday at 4 pm at Lincoln Park.)
4. No Ongoing Posting: Children should not have the ability to post content to the Computer Clubhouse Web site from locations outside the Clubhouse. The Web site should not include links to external Web sites, which may include Personal Information (e.g., a child's Geocities Web site).
5. Review of Materials: Limited Personal Information (photograph, e-mail address) may be posted on the password-protected Clubhouse Village Intranet, or other materials that will not be shared publicly. However, these pieces of Personal Information must be called out on the parent/guardian permission slip.
"Assessment and Planning" Reporting Requirements

The Computer Clubhouse Assessment and Planning process is designed to identify areas of strengths and weaknesses at a Computer Clubhouse, and to help the Clubhouse and its parent organization (Community-based Organization, CBO) improve the overall quality of the Clubhouse program and ensure its sustainability. In particular, the process aims to assess whether a Clubhouse and its parent organization are working toward the goals of the Computer Clubhouse learning model and the terms and conditions of the Computer Clubhouse licensing agreement (and funder grant agreements, as appropriate).

The Licensee is to provide semi-annual reports that briefly address the topics below. Reports should be submitted within 10 (ten) working days from the end of each period. An on-line form provides details on the information required.

1. Computer Clubhouse goals and learning model
2. Youth programming in the Clubhouse
3. Staff and volunteer skills, training, and development
4. Organization support
5. Financial administration and planning
6. Attendance statistics