

applicable to the services he renders and shall, when requested by NETI, properly document to NETI that any and all such taxes have been paid.

6. Relationship between the parties. This Contract does not in any way create an employer-employee relationship between the parties. Neither is one party the agent nor representative of the other. For all intents and purpose, both parties are independent.

7. Intellectual Property Rights. This Agreement does not give rise to a transfer of ownership of intellectual property rights from one party to the other.

The parties agree that during the course of the Agreement and even after its termination, that both shall not use the intellectual property rights of the other without written consent for a valid purpose.

8. Termination. Either Party may terminate the Contract for cause upon written notice served to the other stating the reason and effective date of termination.

9. Responsibility upon Termination. Any equipment provided by NETI to the Lecturer in connection with or furtherance of this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, without need of demand, be returned to the Company.

10. Confidentiality. A party must not, without the prior written consent of the other parties, disclose any of the substantive terms or conditions of this Contract to any third party.

Parties further agree that all data or information received or gathered by each of them, its employees, agents or representatives in the course of or in the performance of their obligations herein shall be deemed and kept confidential. Such data or information shall not be divulged by any party, its employees, agents, or representatives to any third party except when disclosure is compulsorily required by law or judicial decision or as expressly authorized by the other party in writing.

The foregoing obligation on confidentiality shall survive and subsist even after the termination or cancellation of this Agreement.

11. Severability. If a court determines that a word, phrase, sentence, paragraph or provision in this arrangement is unenforceable, illegal or void, then the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date and at the place first above-written.

NYK-FIL MARITIME E-TRAINING, INC.

Represented by:

CAPT. ELISEO Z. CLEMENTE JR.

Signed in the presence of:

MS. GRACE M. MARTINEZ

MR. JAYSON L. ROBES