

CONTRACT AGREEMENT

This Contract Agreement ("Agreement") is entered into this _____ day of _____ 20____, by and between:

France Arthur T. Tating, of legal age, with address at 723 Building R, Urban Deca Homes Ortigas, Rosario, Pasig City (the "Developer");

-and-

Shane Rose A. Cuabo, of legal age, with address at Cabcab, San Andres, Catanduanes; **Khim C. Bergamo**, of legal age, with address at Batong Paloway, San Andres, Catanduanes; **Ella Mae M. Cea**, of legal age, with address at Timbaan, San Andres, Catanduanes; **Mariella Jane R. Andador**, of legal age, with address at Batong Paloway, San Andres, Catanduanes (collectively referred to as the "Clients").

The Developer and the Clients shall hereinafter be collectively referred to as the "Parties."

1. PURPOSE

The Developer agrees to design and develop a customized system entitled, **CICT Peer Learning Hub: A Collaborative Platform for Interactive Learning** ("System") for the Clients to be used for academic purposes (thesis/capstone project).

2. PAYMENT TERMS

- i. The Clients agree to pay the Developer the total amount of Twenty-Two Thousand Pesos (₱22,000.00). Payment shall be made as follows:
 - 50% deposit (₱11,000.00). upon signing of this Agreement, prior to the pre-oral defense.
 - Remaining 50% balance (₱11,000.00) before the final defense, as a condition for the release of the complete System and full source codes.
- ii. The Developer shall provide the Clients with a demonstration or partial version of the System during development, but the complete System and full source codes will only be released once full payment has been made.
- iii. Failure to pay the remaining balance entitles the Developer to withhold release of the System and codes.
- iv. No refunds shall be made once the project has been delivered and accepted.

3. REVISIONS

- i. Minimal revisions (small changes, bug fixes, or adjustments to existing features) shall be free of charge.
- ii. Major revisions (significant modifications, new features, or redesigns outside the agreed scope) shall be subject to additional payment, the amount of which shall be agreed upon by both Parties prior to implementation.

4. DEVELOPER'S RESPONSIBILITIES

- i. Deliver the System according to the agreed specifications.
- ii. Provide basic guidance on installation and usage after full payment is made.

5. CLIENT'S RESPONSIBILITIES

- i. Provide necessary information and requirements for the development of the System.
- ii. Ensure timely payment as agreed in Section 2.

6. NON-DISCLOSURE AGREEMENT (NDA)

- i. Both Parties agree that all information, source codes, documentation, system design, and payment details related to this Agreement are strictly confidential.
- ii. Neither Party shall disclose, copy, share, or reproduce the System or any related materials to any third party without prior written consent from the other Party.
- iii. Breach of this clause shall entitle the aggrieved Party to seek legal remedies.

7. OWNERSHIP & USAGE

- i. Upon full payment, the Clients shall have the right to use the System solely for academic purposes (thesis/capstone).
- ii. The Developer retains the right to use the project (or parts of it) for portfolio and demonstration purposes, provided that the Clients' personal or confidential details are not disclosed.

8. TERMINATION

This Agreement may be terminated by either Party with written notice if the other Party fails to fulfill obligations herein. Payments already made are non-refundable.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

10. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Developer:

FRANCE ARTHUR T. TATING

Clients:

KHIM C. BERGAMO

SHANE ROSE A. CUABO

ELLA MAE M. CEA

MARIELLA JANE R. ANDADOR

Witness:

Name & Signature