

Memorandum of Understanding



between

Alliance Software, Inc.

and

University of San Jose-Recoletos

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding is entered into by and between:

ALLIANCE SOFTWARE, INC., a corporation duly organized and existing by virtue of the Philippine laws, with office address at Buildcomm Center, Sumilon Road, Cebu Business Park, Cebu City, and represented in this instance by its CEO / President, **ROBERT CHENG**, herein referred to as "ALLIANCE".

and

UNIVERSITY OF SAN JOSE-RECOLETOS, an educational institution, duly organized and existing by virtue of the Philippine laws, with office address at Basak, Pardo, Cebu City, and represented by its President, **REV. FR. EDUARDO S. CELIZ, JR., OAR**, herein referred to as the "USJ-R".



WITNESSETH:

WHEREAS, ALLIANCE is proposing an industry-academe linkage program (the "PROGRAM"), which is aimed at improving the quality of Information Technology Education through collaboration in any one of the following areas:

- 1.) Research and Development (R and D) where ALLIANCE plays a key role in recommending technology useful to its particular industry, in contributing to the resources (e.g., information, hardware, software, personnel, etc.) needed for the project, or in providing technical expertise, including the commercialization of applications using these technologies when applicable; and USJ-R contributes its knowledge on the particular technology and experience in conducting research and development projects. R and D teams will be formed consisting of both the USJ-R's faculty and students and ALLIANCE's employees;
- 2.) Project Mentoring where ALLIANCE advises faculty and student teams on their school projects or other class requirements;
- 3.) Training where ALLIANCE provides training on relevant topics to USJ-R's faculty and students; or where USJ-R provides training to ALLIANCE on relevant topics to ALLIANCE
- 4.) Consultancy where ALLIANCE provides meaningful projects to the faculty and student of USJ-R to be able to apply or upgrade their knowledge and skills on the relevant technology; or where USJ-R delivers professional service to the industry in terms of feasibility studies, process/productivity improvements, design and fabrication.

5.) Curriculum review and enhancement where ALLIANCE and USJ-R review course content to update to current industry practice and develop new course offerings based on industry needs and standards

6.) Faculty-Employee immersion exchange, where the faculty of USJ-R is involved in ALLIANCE projects or trainings at the ALLIANCE site; or the ALLIANCE employees are involved in USJ-R projects or trainings at the USJ-R site.

WHEREAS, USJ-R agrees to take part in the PROGRAM by allowing its faculty and students to participate in projects under the PROGRAM to support its objectives.

WHEREAS, ALLIANCE and USJ-R agree to the scope and duration to any of the collaboration above as indicated in a separate agreement that may be applicable.

NOW, THEREFORE, for and in consideration of the foregoing, ALLIANCE and USJ-R agree as follows:

COMMON UNDERTAKINGS

1. USJ-R agrees to allow its faculty and students to participate in projects under the PROGRAM with ALLIANCE and vice-versa.
2. ALLIANCE and USJ-R hereby agree that Intellectual Property Rights (IPR) or authorship to any output (copyrights, patents, publication, intellectual property, etc.); or sharing of royalties from the outputs of the projects under the PROGRAM; shall be determined, documented in a separate agreement, and agreed to by both ALLIANCE and USJ-R, prior to the start of the project.
3. This Agreement creates a confidential relationship between ALLIANCE and USJ-R. Data concerning ALLIANCE's business affairs, vendors, finances, properties, methods of operation, employees, and other such information whether written, oral, or otherwise, are confidential in nature. USJ-R and its faculty/ agree to adhere fully to this confidentiality agreement. A separate non-disclosure agreement (NDA) will be executed for this purpose.
4. ALLIANCE and USJ-R agree that the faculty who participates in the PROGRAM shall remain employees of USJ-R and whatever employee benefits due the faculty/ teacher shall be the sole responsibility of USJ-R; likewise the employee who participate in the PROGRAM shall remain employees of ALLIANCE and whatever employee benefits due the employee shall be the sole responsibility of ALLIANCE.
5. ALLIANCE and USJ-R agree that ALLIANCE shall not hire the faculty within three (3) years after the PROGRAM, unless there was already an engagement established prior to the commencement of the PROGRAM between the faculty of USJ-R and ALLIANCE, likewise USJ-R shall not hire ALLIANCE employee under the same terms.

6. Notices. All claims, instructions, consents, designations, notices, waivers, and other communications in connection with the Memorandum of Understanding will be in writing and given at each Party's address as above. Such notification will be deemed properly given [a] upon actual receipt, if delivered personally or by an internationally recognized courier service, [b] on the next business day from service thereof, if delivered by facsimile transmission when the appropriate telecopy confirmation is received; [c] on the next business day from the receipt of the electronic transmission by the server of the recipient when transmitted by electronic email.
7. Dispute Resolution. The parties agree that if any dispute arise out of or in connection with this Memorandum of Understanding, including any question regarding its existence, validity or termination, the Parties agree to settle the issue first by arbitration exclusively before the courts of Cebu City, Philippines, prior to filing any action in court or quasi-judicial body.
8. No Waiver. No provision of the Memorandum of Understanding will be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Memorandum of Understanding will not in any way affect, limit, or waive a Party's rights under the Memorandum of Understanding at any time to enforce strict compliance thereafter with every term and condition of the Memorandum of Understanding.
9. Governing Law. This Memorandum of Understanding should be construed and interpreted in accordance with the laws of the Philippines.



EFFECTIVITY

This Agreement shall take effect upon the signing hereof by the parties and shall be valid and in force for a period of 5 years from the effectivity, unless ALLIANCE or USJ-R for any material and reasonable cause, terminates this Agreement by giving the other party a written notice and upon the showing of a material and reasonable breach of any obligation hereunder within SIXTY (60) days before the intended date of termination. Likewise, ALLIANCE or USJ-R can provide a written notice to renew at least SIXTY (60) days before the expiration of the term of this agreement, subject to any changes to the original terms by both parties.

IN WITNESS WHEREOF, the Parties through their representatives, who hereby confirm and represent that they are properly authorized to act as such under the rules of their respective institutions, have set their hands below on this date _____, in Cebu City, Cebu, Philippines.

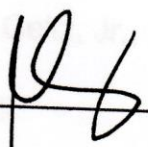
ALLIANCE SOFTWARE, INC

(ALLIANCE)

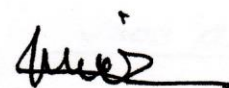
UNIVERSITY OF SAN JOSE- RECOLETOS

(USJ-R)

By:




Robert J. Cheng
CEO/President




Rev. Fr. Eduardo S. Celiz, Jr., OAR
President

SIGNED IN THE PRESENCE OF:



Geraline G. Sagun
AVP Human Resource



Jovelyn C. Cuizon, DMHRM
Dean
School of Computer Studies

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
CITY OF CEBU


BEFORE ME, A Notary Public for and in the City and Province of Cebu, this
____ day of _____, 2023, personally appeared the following persons with
their respective government issued IDs, to wit:

Name	Government Issued ID	Date/ Place Issued
	Gov't Issued ID	Date/Place Issued
Fr. Eduardo S. Celiz, Jr., OAR	<u>P0491266C</u>	<u>June 12, 2022 / Manila</u>
Robert J. Cheng	<u>011-1625320-3</u>	

Known to me to be the same persons who executed the foregoing Memorandum of Agreement, consisting of four (4) pages including this page on which this acknowledgment is written, and they acknowledged to me that the same is their own free and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL ON THE DATE AND IN THE PLACE FIRST HEREIN ABOVE WRITTEN.

Doc. No. 19
Page No. 5
Book No. 78
Series of 2023.


ALICIA E. BATHAN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
NOTARIAL COMMISSION NO. 093-06
PTR NO. 2305025 / C.C. 01/09/2023
IBPLIFETIME NO. 00953/CEBU CITY
2/FBPI BLDG / MAGALLANES ST. CEBU CITY
ROLL NO. 23075