

Full Scale University Partnership Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Partnership Agreement is made as of the **27th day of September, 2022**, entered into by and between:

UNIVERSITY OF SAN JOSE - RECOLETOS, a higher education institution duly organized and existing under the laws of the Republic of the Philippines, with office address at Magallanes St., Cebu City, herein represented by its Authorized Representative, **Rev. Fr. Eduardo S. Celiz, Jr., OAR** (hereinafter referred to as the Partner Educational Institution or "Partner University");
and

GIGABOOK INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at **14F HM Tower IT Park, Barangay Lahug, Cebu City**, herein represented by its Authorized Representative, **Rodolfo Nacu Jr.** (hereinafter referred to as the Company/Industry Partner or "Company");

Individually referred to as "**Party**" and collectively as "**Parties**."

WITNESSETH:

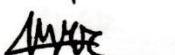
WHEREAS, the Company aims to augment its recruitment efforts by scouting for young talents who aspire to become software developers, to promote mutually supportive academe-industry collaboration and linkage, and to engage in corporate social responsibility by providing both students and faculty members mainly with opportunities for industrial training.

WHEREAS, the University aims to enhance its current degree programs and tailor its offerings to the needs and trends of the Information Technology industry, to provide career guidance and opportunities to its students so that they may apply the relevant knowledge and skills they acquired from formal education to the actual work setting, to increase its employment rate by having its graduates prioritized in the full-time employment opportunities offered by its industry partners, and to maintain a harmonious collaboration and linkage with its industry partners.

NOW, THEREFORE, for and in consideration of the foregoing premises and conditions and stipulations hereinafter set forth, the parties mutually agree as follows:

1. NATURE

1.1 The University Partnership Agreement shall set grounds and guidelines for the partnership between both parties. Any revisions made to the provisions of this Agreement shall be in writing and must be discussed, reviewed, and mutually agreed upon by parties before the amendment.



2. DURATION OF THE PARTNERSHIP

2.1 The partnership shall take effect from **September 27, 2022**, until **September 27, 2025**, provided that any revisions of the provisions of this Agreement or any additional provisions to this Agreement shall be amended by the written consent of both parties. Both parties have the right to terminate the partnership agreement through a written notice **at least 30 days (1 month) prior to the effective date of termination.**

3. PROGRAMS

The Company and the University shall undertake to collaborate and participate in the following activities and programs that will contribute to the accomplishment of the goals and objectives of the partnership.

3.1 Internship Program

The Company's internship program generally matches the requirements and policies of the University for their practicum/on-the-job training (OJT)/internship course and is open for applications all year round. However, the Company's internship program is tailored to cover a minimum of **300 hours of in-depth training for software engineering**. There shall be a separate Internship Agreement between the student of the University and the Company wherein provisions outline the nature and duration of the program, as well as the benefits the student will be receiving and the policies the student needs to comply with.

There is no employer-employee relationship between the Company and the intern for this internship program. Furthermore, the Company is not obligated to hire the intern for full-time employment. The Company has the discretion to offer full-time employment to the intern based on the intern's performance evaluation.

3.2 Fast Track Program

Upon the discretion of the Company, student interns who have successfully completed the internship program with the Company may be offered a **full-time regular job opportunity, with a continuation of their training for software development prior to deployment to projects and clients**. The training period will already be considered their probationary period as full-time employees. After the dissemination of the offer letter, the student intern will have the Fast Track Offer Discussion with the Company's University Relations Coordinator for proper orientation and signing of the offer letter. A **Fast Track Employment Contract** will be given to the qualified intern on his/her Day 1 as an employee of the Company. The signed contract officially initiates the employer-employee relationship between the Company and the former student intern. Thereafter, the University shall no longer be privy to the employment contract and shall be relieved of any liability.

The Company has the discretion to offer full-time employment opportunities with training under the Fast Track Program to **graduating students or fresh graduates of the Partner University** who have shown exceptional technical assessment results and feedback. The recommendations from the representative(s) of the Partner University will help the Company identify valuable talents.





3.3 Scholarship Program

The Company's scholarship program is also **open to applicants all year round, preferably third-year or fourth-year level college students studying a tech related degree program (e.g. Bachelor of Science in Information Technology, Bachelor of Science in Computer Science, Bachelor of Science in Computer Engineering)**. Recommendations from the representative(s) of the Partner University will help the Company identify valuable talents. This scholarship program aims to award an outstanding student with educational aid, graduation award, equipment, and full-time employment after graduation provided that they maintain a good academic standing without any failing grades. This full-time employment shall have **a bonded contract that depends on the length of the scholarship coverage**. A separate **Scholarship Agreement** shall be discussed and reviewed by the Company and the representatives of the Partner University.

3.4 Career Fairs

The Company and the Partner University shall **work together in Career Fairs organized by either party**.

3.5 Speaking Engagements

The University shall inform the Company and its representatives if they would like to **invite a speaker for their program or event**. The Partner University shall send a formal invitation for the event at least **14 days before the actual event**. Further guidelines are outlined in Par. 5 (Duties and Responsibilities of the Partner University).

3.6 Industry Training and Consultations

The Company shall collaborate with the Partner University for possible training or Faculty Immersion programs for its faculty members, especially those who would like to gain firsthand experience in the industry. In addition, the Partner University can consult the Company for industry-related recommendations or review of their current educational curriculum, and accordingly, the Company shall be open to participate in these consultations and provide the necessary support (e.g. in-cash, in-kind, in-service) to the Partner University.

3.7 Expert Educators

To further bridge the gap between the University's educational curriculum and the industry's current business trends, the Company may deploy its competent employees to serve as educators and offer courses (i.e. core or elective courses) upon the Partner University's request. The Company shall have the right to select the employees to be deployed to teach for the said course and shall ensure that these employees adhere to the policies set by the Partner University and the Company. Further details about this arrangement will be outlined in a separate Agreement mutually agreed upon by both parties.

[Signature]

[Signature]

3.8 Value-added Programs

Throughout the duration of the partnership, value-added programs that are beneficial to the parties may be added. The Company and the Partner University shall have a mutual agreement on the developments in the said Value-added Programs and will be reviewing its practicality before its implementation.

4. DUTIES AND RESPONSIBILITIES OF THE COMPANY

The Company shall:

- 4.1 Implement the university-related activities and initiatives previously described in Par. 3 (Programs);
- 4.2 Assign a University Relations Coordinator to oversee programs and liaise with the Partner University;
- 4.3 Discuss and review with the Partner University any changes or additional initiatives made to the university-related programs through a scheduled meeting, either face-to-face or virtual;
- 4.4 Send formal invitations through electronic mail (e-mail) or printed letter to the Partner University for virtual or face-to-face meetings or events, containing guidelines on the agenda/theme, date and time, things to prepare, and other details;
- 4.5 Develop feedback and update mechanisms so the Partner University may be informed of any developments in its university-related programs;
- 4.6 Adhere to the Partner University's standards and rules and regulations in relation to the university-related programs, events, and activities;
- 4.7 Accomplish the Partner University's forms and documents that are necessary for the seamless implementation of the university-related programs, events, and activities;
- 4.8 Notify the Partner University of any breach of contract or agreement that was committed by the student, faculty member, or the authorized representative(s) of the Partner University;
- 4.9 Issue true copies of certificates of completion to the students or faculty members after completing a training program organized by the Company;
- 4.10 Orient the student or faculty member regarding the Contracts for the respective benefits they are eligible to receive and for their responsibilities and expectations set by the Company;
- 4.11 Facilitate the processing of documents for the Contracts signed by the parties involved;



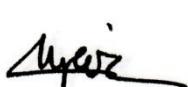


- 4.12 Acknowledge in the form of written communication or receipts any material or goods sent by the Partner University;
- 4.13 Send the sponsorship or donation (in cash or in kind) to the University in the timeframe specified;
- 4.14 Identify and deploy speakers, panelists, judges, as requested by the Partner University and provide the short biography or list of credentials of such personnel to the Partner University;
- 4.15 Provide guidance and consultation services to the Partner University should the Partner University need professional advice from its industry training partners;
- 4.16 Make available to the Partner University any necessary documents as identified during the course of the university-related programs, activities, and events.

5. DUTIES AND RESPONSIBILITIES OF THE PARTNER UNIVERSITY

The Partner University shall:

- 5.1 Include the Company in the list of industry partners for the internship and scholarship programs which will then be made available for the students' perusal;
- 5.2 Inform and orient the Company of its processes and necessary documents (e.g. Memorandum of Agreement) for compliance in regard to the University's internship program/course;
- 5.3 Review and provide feedback to the Company regarding its Internship Training Plan and the Internship program;
- 5.4 Provide guidance to the Company on the performance evaluation of the student interns of the Company;
- 5.5 Guide and monitor the student intern, scholar, or faculty member in their collaboration with the Company for the benefits they are receiving;
- 5.6 Identify and pre-qualify students who are suitable for the programs of the Company such as internship, Fast Track, and scholarship programs, and then submit a list to the Company before the start of the new academic year;
- 5.7 Connect the Company with the University's proper channels of communication in regard to different student activities and programs that the Company will be participating or organizing;
- 5.8 Send a formal invitation letter through electronic mail (e-mail) or printed letter to the Company when the University or department is in need of a



speaker or an authorized representative for a student program or event **at least 14 days** before the event proper regardless whether it is virtual or onsite, stating the theme, duration of the talk, rationale of the event, and other important details pertaining to the event; and should the University wish to invite the Company's U.S.A.-based founders and leaders for becoming speaker(s) at an event, the University should make the formal invitation in **at least 90 days** if the said event is virtual and **at least 120 days** if the event is onsite/face-to-face;

- 5.9 Send a formal invitation letter through electronic mail (e-mail) or printed letter to the Company when the University or department is in need of sponsorship of their event **at least 14 days** prior to the event proper, stating the theme of the event, activities, type of sponsorship needed, sponsorship packages (if any), and other important details pertaining to the event;
- 5.10 Receive and acknowledge donations and sponsorship amounts by signing the Company's acknowledgment receipt;
- 5.11 Provide both soft copy and a physical copy of the certificates of participation or appreciation to the invited employees of the Company as a judge, speaker, etc, and award these certificates during the event proper;
- 5.12 Follow the guidelines in the usage of the Company's logos and other forms of media, materials, and properties for marketing purposes;
- 5.13 Schedule and meet with the Company either virtually or face-to-face for the enhancement of the Company's university-related programs and activities;
- 5.14 Provide essential information, documents, and guidance to the Company as needed for the enhancement of the Company's university-related programs and activities.

6. NON-DISCLOSURE AND CONFIDENTIALITY

The Parties hereby acknowledge that any information or material that they have or will acquire, in connection with or relative to the clients, business operations or activities, its intellectual property rights, trade or business secrets, operations or processes are considered the exclusive proprietary information of each of the Party who owns the same, and the Parties shall not make any unauthorized disclosure, reproduction or use of the same, nor transfer this information to another person or entity, during or after the duration of this Agreement.

The Parties shall not, without prior written permission of the Company, disclose to anyone any information or material, which party may have received or acquired by reason of the of this Agreement or for any transactions with the other party, its affiliates, subsidiaries, business partners, agents, employees or clients.

At the end of the partnership, or at any time during the partnership when directed by the Company, the Partner University will return all properties of the Company, its affiliates, and subsidiaries, business partners, or vendors in the Partner University's possession including all confidential information, data or material.





Parties agree to comply and abide by the Republic Act No. 10173 otherwise known as the Data Privacy Act. Parties shall be responsible for the consent and waiver of any personal and sensitive personal information, its use, storage and deletion. Parties shall hold each other free from any liability in case of breach of the Data Privacy Act.

This Non-Disclosure Agreement shall survive the termination of the Partner University's engagement with the Company and after the Partner University's separation therefrom for any cause whatsoever.

7. BREACH OF CONTRACT

Any violation of the above undertakings shall constitute a breach of contract and entitle the Company to recover from the Partner University any actual and compensatory damages, in addition to any other rights or remedies available to the COMPANY, under the law or this contract.

8. DATA PRIVACY

Collection and processing of personal information pursuant to, in the course of or in connection with this Agreement shall be in accordance with the Data Privacy Act of 2012 (Republic Act No. 10172) and its implementing rules and regulations.

The Parties shall adopt the general data privacy and data sharing principles declared in the Data Privacy Act of 2012 and its Implementing Rules and Regulations, and adhere to the principles of transparency, legitimate purpose, and proportionality in the processing of personal data under this Agreement.

9. DISPUTE RESOLUTION AND VENUE

In case of dispute, the parties will try to settle it amicably before resorting to other legal remedies. Exclusive jurisdiction and venue of suits arising from this agreement shall be with the courts of the City of Cebu to the exclusion of other courts or tribunals.

10. AMENDATORY CLAUSE

This Agreement may be amended with the mutual written consent of both parties.

11. EFFECTIVITY CLAUSE

This Agreement shall take effect upon signing by the parties to this Agreement and shall remain in force unless any of the parties withdraws or pre-terminates this Agreement through written notice 30 days prior to the intended date of termination.

This Agreement supersedes the previously executed Internship Agreement between the Company and the Partner University if any.

12. SEPARABILITY CLAUSE

Should any provision of this agreement or any part thereof be declared invalid, the other provisions, insofar as they are separable from the invalid ones, shall remain in full force and effect.

IN WITNESS THEREOF, the Parties have hereunto affixed their signatures on the date and place mentioned above.

PARTNER UNIVERSITY
UNIVERSITY OF SAN JOSE-RECOLETOS

COMPANY
GIGABOOK INC.

By:



REV. FR. EDUARDO S. CELIZ, JR., OAR

Authorized Representative
University President

ID No.: **(Passport) P0491266C**
004291

Date of issue: **June 12, 2022**
Place of issue: **DFA Manila**

By:

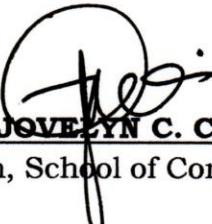


RODOLFO NACU JR.

Authorized Representative
Head of Software Development

ID No.: **(Driver's License) G06-05-**

Date of issue: **November 20, 2017**
Place of issue: **LTO Region 7 Office N.
Bacalso Avenue, Cebu City,
Cebu, Philippines**


DR. JOVELYN C. CUIZON
Dean, School of Computer Studies

WITNESSES:


LADY ISABELLE PEREZ
Recruitment-University Relations Leader

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)
CITY OF CEBU) S.S. x
----- /

BEFORE ME, a Notary Public for and in the City of **CEBU CITY**, the **DEC 01 2022** of _____ 2022, personally appeared _____ and _____ the with their competent evidence of identity indicated above, known to me to be the same person who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary acts and deeds and that of the institution represented.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place hereinabove written.

Doc. No. 09
Page No. 20
Book No. XII

Series of 2022


JONATHAN F. CAPANAS
NOTARY PUBLIC
Until December 31, 2023
Notarial Commission No. 26-14
IBP Lifetime Member No. 08978 Cebu City
PTR No. 3490878 / Cebu City / 12-29-2021
MCLE Exemption Compliance No. VII-Acad003006
Roll of Attorney No. 43494
Camp Zubu, Ylaya, Talamban, Cebu City

Attest: