Memorandum of Agreement

between

FPT Software Philippines

and

University of San Jose-Recoletos

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into by and between:

FPT SOFTWARE PHILIPPINES, a corporation duly organized and existing by virtue of the Philippine laws, with office address at G/F eBloc Tower 3, Geonzon St., Cebu IT Park, Cebu City, Philippines, and represented in this instance by its Managing Director, **DO TRAN ANH VU**, herein referred to as "**FPT SOFTWARE**".

and

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

WITNESSETH:

WHEREAS, FPT SOFTWARE 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 FPT SOFTWARE 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 FPT SOFTWARE's employees;

2.) Project Mentoring where FPT SOFTWARE advises faculty and student teams on their school projects or other class requirements;

3.) Training where FPT SOFTWARE provides training on relevant topics to USJ-R's faculty and students; or where USJ-R provides training to FPT SOFTWARE on relevant topics to FPT SOFTWARE

4.) Consultancy where FPT SOFTWARE 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 FPT SOFTWARE 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 FPT SOFTWARE projects or trainings at the FPT SOFTWARE site; or the FPT SOFTWARE employees are involved in USJ-R projects or trainings at the USJ-R site.

7.) On the Job Training where FPT SOFTWARE will accept students of USJ-R for on-the-job training in compliance with their academic curriculum requirements. It aims to provide the students with a better understanding of the real demands of the workplace and supplement their ongoing education with actual work experience.

8.) School Job Fair where FPT SOFTWARE will conduct recruitment activities that will provide employment opportunities to qualified students of the school.

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

NOW, THEREFORE, for and in consideration of the foregoing, FPT SOFTWARE 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 FPT SOFTWARE and vice-versa.

2. On the Job Training will be subject to a separate agreement and terms mutually agreed upon by FPT SOFTWARE and USJ-R.

3. FPT SOFTWARE 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 FPT SOFTWARE and USJ-R, prior to the start of the project.

4. This Agreement creates a confidential relationship between FPT SOFTWARE and USJ-R. Data concerning FPT SOFTWARE'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.

5. FPT SOFTWARE 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/s who participate in the PROGRAM shall remain employee/s of FPT SOFTWARE and whatever employee benefits due the employee shall be the sole responsibility of FPT SOFTWARE.

6. FPT SOFTWARE and USJ-R agree that FPT SOFTWARE 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 FPT SOFTWARE, likewise USJ-R shall not hire FPT SOFTWARE employee under the same terms.

7. 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.

8. 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.

9. 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.

10. 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 FPT SOFTWARE 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, FPT SOFTWARE or USJ-R can

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.
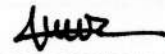
FPT SOFTWARE PHILIPPINES	**UNIVERSITY OF SAN JOSE- RECOLETOS**
(FPT SOFTWARE)	**(USJ-R)**

By:

_____   _____

Do Tran Anh Vu   **Rev. Fr. Eduardo S. Celiz, Jr., OAR**
Managing Director   President

SIGNED IN THE PRESENCE OF:

_____   _____

Mr. Ed Brian T. Rieta   **Dr. Jovelyn C. Cuizon**
Account Manager   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 MAY 1 9 2023 , 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	Passport No. P04912060	June 12, 2022 DFA Manila
Do Tran Anh Vu	Allen employment permit #K07202207535	July 19, 2022 Cebu City

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.

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Book No. _____ 78
Series of 2023.