

## ADJUNCT FACULTY AGREEMENT

This **AGREEMENT** executed on this ..... day of ....., 2016 in the City of ....., by and between:

**INFORMATICS HOLDINGS PHILIPPINES, INC.**, a domestic corporation duly organized and existing under Philippine laws, with business and postal address at 185 E. Rodriguez Jr. Avenue (C5 Road), Barangay Bagumbayan, Quezon City, herein represented by its Vice President, Charlyne Santos-Ebetuer, hereinafter referred to as **INFORMATICS**;

And

<NAME OF LECTURER>, of legal age, Filipino, with residence and postal address at <ADDRESS OF LECTURER>, hereinafter referred to as **LECTURER**;

WITNESSETH:

**WHEREAS, INFORMATICS**, a leader in I.T. Education, desires to establish a group of competent professors, lecturers and educators to be known as ADJUNCT FACULTY composed of professionals with varied expertise in their respective fields of endeavor and specialization for the primary purpose of supplementing its current roster of equally abled lecturers and instructors ;

**WHEREAS, LECTURER** representing himself as possessing the skills, expertise, qualifications and learnings pertaining to his or her area of specialization, offers his/her services to INFORMATICS and the latter accepts such tender of services;

NOW, THEREFORE, premises considered, INFORMATICS hereby engages the services of LECTURER as ADJUNCT FACULTY on a PART-TIME BASIS and LECTURER accepts such engagement under the following terms and conditions mutually agreed by the parties, to wit:

(This Agreement shall only for the specific items set forth and creates no right, preference or entitlement or expectancy on behalf of you to facilitate, train, or otherwise be employed or contracted for other services by INFORMATICS.)

### **I. LECTURER'S COMMITMENTS & UNDERTAKINGS -**

1. LECTURER commits and certifies that he/she is an expert in his/her chosen field of work and expertise.

2. LECTURER acknowledges that he/she is only an independent contractor and has no express nor implied authority to act for or on behalf of INFORMATICS or to bind INFORMATICS to any contract on any matter without the express prior written approval of INFORMATICS, nor to accept debts or obligations on its behalf.
3. LECTURER acknowledges that he/she is retained only for services stated in this agreement and agrees that his/her relationship with INFORMATICS is that of an independent faculty. LECTURER will not have the status of an employee nor be entitled to any pension, insurance, medical care, vacation, sick leave, or other types of fringe benefits by INFORMATICS unless a subsequent agreement is entered into between herein parties that provides otherwise.
4. LECTURER will not advertise his/her services, initiate consultation contracts or seek to use the INFORMATICS learning platform or program as a source of marketing other programs, services or materials.
5. LECTURER desires to market INFORMATICS' services, and represents that it (i) has the necessary training, marketing capabilities, integrity, and dedication to do so in a manner that reflects favorably on the quality image of INFORMATICS and its Services, (ii) accepts such engagement, (iii) agrees to comply with the terms and conditions of this Agreement and all policies governing the LECTURER Program, (iv) is acting as a faculty or instructor for no other company that directly competes with or offers the same services as INFORMATICS, and (v) shall not represent or act on behalf of any company or individual that competes with INFORMATICS or any of its Services.
6. LECTURER's duties shall include, but are not limited to, using LECTURER's best efforts to (i) solicit students to enroll in INFORMATICS centers; (ii) manage student and mentor relationships, (iii) assist INFORMATICS in resolving customer complaints, in any dispute, (iv) advise and assist INFORMATICS in improving INFORMATICS' marketing of its services, and (v) advise and assist as appropriate on business development matters.
7. LECTURER acknowledges that all work required to be performed hereunder by LECTURER shall be of the highest professional and ethical standards and will be performed to the satisfaction in accordance with industry customs. LECTURER agrees to conform to the best of LECTURER's ability with the rules, regulations and instructions of INFORMATICS now in force or that may be adopted and communicated to LECTURER orally, by fax, email, or regular mail. Feedback forms will be sent to all participants following the completion of each course. Documentation of administrator performance will be reviewed by INFORMATICS.
8. LECTURER shall avoid deceptive, misleading or unethical practices, and shall refrain from making any false or misleading representations which are or might be detrimental to INFORMATICS, its products or Services.
9. LECTURER shall not slander, libel or otherwise disparage INFORMATICS or any Related Parties or INFORMATICS' vendors or their products or services, nor shall LECTURER slander, libel or disparage INFORMATICS competitors or the services or products of such competitors and agrees to indemnify INFORMATICS for any damages or costs that INFORMATICS may incur as a result of any of the slander or libel by LECTURER described herein.
10. LECTURER shall indemnify and hold harmless INFORMATICS, its officers, members and management company against all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly, arising out of or as a result of any act or omission by the facilitator in the performance of this agreement

11. LECTURER acknowledges and agrees that all information contained in the INFORMATICS materials and made available through the INFORMATICS curricula is proprietary and highly confidential and shall be used only for the purposes for which it is intended and shall not be disclosed to unauthorized persons, as per the non-disclosure provisions contained hereunder.

Any unauthorized use or disclosure of the confidential information derived from INFORMATICS is contrary to this Agreement and shall constitute a material breach of this Agreement and shall entitle INFORMATICS, in its sole discretion, to terminate this agreement and apply any applicable penalties. LECTURER shall likewise immediately notify INFORMATICS of any unauthorized use or disclosure of such confidential information and assist INFORMATICS to identify said parties.

12. INFORMATICS reserves the right to contact directly any client or student to whom LECTURER rendered its services to determine their satisfaction with LECTURER's performance and the services or products.

## II. **FEES:**

1. **Rate of Fee** - During the term of this Agreement, as full and exclusive compensation for all services to be rendered by LECTURER under this Agreement, including any service that may be rendered by LECTURER to students, INFORMATICS shall pay LECTURER as non-monetary consideration a Ten (10) Hour in-house computer course scholarship for every 200 completed teaching hours. All earned scholarships shall be transferrable to LECTURER's immediate family members upon presentment of proofs of filiation. Finally, all scholarship certificates must be utilized within One (1) Year from date of issuance.

In certain cases, where there will be explicit agreements between INFORMATICS and the LECTURER, the LECTURER may be paid with an honorarium for every class or seminar conducted. Every engagement of such nature will be covered by a separate contract.

2. **Pre-termination** - In the event this Agreement is pre-terminated, LECTURER shall make special arrangements with INFORMATICS for the proper and efficient turn-over of an ongoing class to LECTURER's replacement. Likewise, fees due to LECTURER on account of said class shall be proportionately adjusted and paid to LECTURER.

- ## III. **TERM:** This Agreement shall be effective upon signature of herein parties and shall be valid for a period of TWO (2) YEARS, subject to renewal and/or extension, after review by INFORMATICS of LECTURER's credentials and performance during the original term of this Agreement and subject to mutually agreed terms and conditions.

- ## IV. **TERMINATION.** If LECTURER is unable to perform his or her obligations under this Agreement because of illness, other incapacity or due to causes beyond the control of the LECTURER, the obligations of the LECTURER to perform services specified in this agreement and the obligation of INFORMATICS to pay shall simultaneously be suspended. However, INFORMATICS may terminate the appointment of LECTURER for any reason with or without cause upon thirty days written notice;

LECTURER may likewise terminate this agreement with INFORMATICS upon thirty days written notice.

## **V. LEGAL**

- a. Dispute. INFORMATICS shall have the sole and complete right to determine, in any dispute arising between LECTURER and any other LECTURER or employee of INFORMATICS, the rights to any enrolled course, and LECTURER shall abide by and be bound by INFORMATICS' determination.
- b. Duration. The Non-Disclosure Agreement portion of this Agreement shall be considered and understood by both parties to be an independent covenant and agreement, surviving for a period of no less than two (2) years past the actual date of the termination this Agreement. This covenant, contained in this NDA, shall be construed as a covenant independent of any other provision in any and all agreements, and the existence of any claim or cause of action on or arising out of any agreement by LECTURER against INFORMATICS, whether predicated on this NDA or otherwise, shall not constitute a defense to the enforcement by INFORMATICS of this covenant.
- c. Trade Secrets and Confidential Information. LECTURER hereby understands and agrees that in the course of his or her relationship with INFORMATICS, LECTURER may become aware or be informed of certain confidential or proprietary information, the unauthorized revelation of which may be unwelcome by and/or damaging to INFORMATICS or its clients. Accordingly, the LECTURER recognizes and acknowledges that it is essential to INFORMATICS to protect the confidentiality of such trade information. LECTURER therefore agrees for mutual promise and other good and valuable consideration including but not limited to possible continued participation in INFORMATICS' LECTURER Program, and references from INFORMATICS: (i) to keep secret and secure, hold in confidence, act as trustee, protect and safeguard against unauthorized use, publication, distribution, transfer, revelation or disclosure, direct or indirect, by act or omission, any confidential proprietary information or Privileged Materials belonging to INFORMATICS or its clients; (ii) not to use, communicate, reveal, disclose or otherwise make available any such information or Privileged Materials, directly or indirectly, by act or omission, to any Prohibited Party for any reason or purpose whatsoever, unless (a) such information has already become common knowledge, or unless (b) to a person expressly designated in writing by INFORMATICS; (iii) not to unfairly compete or obtain unfair advantage through direct or indirect use, in commercial activity which may be comparable to the commercial activity contemplated by INFORMATICS; and (iv) to comply with other reasonable security measures pertaining to such information when so requested by INFORMATICS or its clients; and (v) to inform INFORMATICS, should LECTURER know or have reason to know, of any breach by a third party of this NDA.
- d. Limitation. The restriction herein shall not be applicable with respect to information which (i) is known to LECTURER at the time of the execution of this NDA, (ii) becomes part of the public domain without breach of this NDA or the underlying agreement or of any third party's obligation of confidentiality to INFORMATICS, or (iii) is legitimately and independently developed or obtained by LECTURER with no request or expectation of confidentiality by INFORMATICS or its clients and without the breach of any obligation of confidentiality to INFORMATICS of the LECTURER or of any third party, or (iv) is pursuant to judicial or administrative governmental action or proceeding, provided adequate notice and opportunity is

given by the other party to INFORMATICS or to its clients to contest such action or proceeding. Nothing herein shall be deemed to grant or create a license or right of LECTURER to obtain or be entitled to such confidential information from INFORMATICS or its clients.

- e. Removal - Under no circumstances shall LECTURER remove from INFORMATICS' office any of INFORMATICS' Privileged Materials without INFORMATICS' prior written consent; nor shall LECTURER make copies of Privileged Materials for use outside of INFORMATICS' office, except as specifically authorized in writing by INFORMATICS. Upon termination of this or any underlying agreement, LECTURER shall immediately return to INFORMATICS at its offices at the address below, personally or by courier, all of INFORMATICS' Privileged Materials in the possession of LECTURER. Until all of the above listed and similar items, without limitation, are returned by LECTURER to INFORMATICS' satisfaction, INFORMATICS may withhold any sums due to LECTURER under the provisions of this or any other underlying agreement and may seek any applicable remedies at law or equity. If the Privileged Materials are not returned within 10 (ten) business days from the date on which INFORMATICS notifies LECTURER of its demand for the return of the materials, then LECTURER shall be deemed to be in breach of this NDA, and such non-return may be deemed to be a theft and an unfair trade practice.
- f. Warranty Against Prior Existing Restrictions: LECTURER represents and warrants to INFORMATICS that LECTURER is not a party to any agreement containing a non-competition clause or other restriction with respect to: (i) the services which LECTURER is required to perform hereunder; or (ii) the use or disclosure of any information directly or indirectly related to INFORMATICS' business, or to the services LECTURER is required to render pursuant hereto.

VI. **WAIVER OR BREACH OF RIGHTS** - INFORMATICS' waiver of a breach of any provision of this Agreement by LECTURER shall not operate or be construed as a waiver of any other breach, subsequent or prior, by LECTURER. No waiver shall be valid unless in writing and signed by an authorized officer of INFORMATICS. No waiver of any nature, whether by conduct or otherwise, shall be deemed to be or construed as a continuing waiver of any breach of or non-compliance with any other term or provision of this Agreement. If, in one or more instance, either party fails to insist that the other party perform any of the terms of this Agreement, such failure shall not be construed as a waiver by such party of any past, present, or future right granted under this Agreement, and the obligations of both parties under this Agreement shall continue in full force and effect.

VII. **NON-DISCLOSURE AGREEMENT** - (hereinafter 'NDA'). In an attempt to secure the property, trade secrets, and confidential information (collectively referred to herein as "Privileged Materials") from disclosure, misuse (defined as any use which is not authorized by INFORMATICS), or distribution of Privileged Materials by any means, all LECTURER are governed by this NDA

*Privileged Materials* shall herein include, without limitation, the INFORMATICS curricula, educational materials, software's, programs; INFORMATICS' financial condition, status, or rating; INFORMATICS' business plans; co-developer identities; data; business records; the pricing and terms and conditions for INFORMATICS' services; customer, client, and vendor lists and identities (actual and prospective); policies and records; employee lists and manuals; the identities of ad agencies, marketing firms, accounting firms, law firms or any other firms servicing INFORMATICS; the identity or nature of formal or informal business alliances or partnerships between INFORMATICS and other companies in or out of INFORMATICS' industry; policies and procedures; information and ideas related to processes; relevant technologies; concepts and theories; application, installation, or repair of products or services; special business techniques; various trade secrets; confidential information;

company structure; financial books; analyses of the market; forms; software programs; any physical property such as computer hardware and peripherals; merchandise; novelties; literature; route books; bulletin sets; labels; samples; stationary; business cards; consignment equipment; supplies; books; records; documents; files; or any copies of the same, regardless of their medium or state, and all other information regarding manufacture or distribution of products or provisioning of services and any other confidential or proprietary information which may be disclosed by INFORMATICS or its clients to the LECTURER in the course of their relationship, which is not generally available to the public.

VIII. **GOVERNING LAWS & VENUE**. This agreement is made and governed by the laws of the Philippines. The parties hereto hereby submit to the exclusive jurisdiction of the Court of the City of Makati, Philippines

IX. **SEVERABILITY**. Any provisions of this agreement that should be held to be invalid or unenforceable by any Court shall be deemed not to be part of this agreement, but the remainder of the agreement shall continue in full force and validity. All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require.

X. **ENTIRE AGREEMENTS**. The parties hereto acknowledge that this instrument contains the entire agreement of the parties, and supersedes all representations, warranties, promises, agreements expressly or implied made by them. No amendment, change modification or variance from this Agreement shall be binding upon either party unless executed in writing and signed by the party or an authorized representative of the party against whom it is sought to be applied or enforced. All amendments shall be in such form as mutually agreed by the parties and shall be incorporated as addenda to this Agreement. Each party shall bear its own costs incurred in connection with any amendment of this Agreement.

The headings and captions contained herein are for the purposes of convenience and reference only, and are not to be construed as part of this Agreement.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed as original, but such counterparts together shall constitute but one and the same instrument.