

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

PEOPLE2OUTSOURCE, INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at 10th floor Unit H, Strata 100 Bldg., F. Ortigas Jr. Rd., Ortigas Center, Pasig City, represented herein by its President, **NIÑA MARIE G. ESTENZO**, hereinafter referred to as "P2O".

-And-

BAGONG HENERASYON FOUNDATION, INC., with principal office address at 63 Panay Avenue, Quezon City, represented herein by its Program Director, **BRYAN CESAR V. ASIATICO**, hereinafter referred to as "**PARTNER**".

WITNESSETH:

WHEREAS, P2O is a training and HR consulting firm engaged in the following:

1. Recruitment, assessment, and placement of candidates, and specializes in helping companies on the identification and hiring of quality personnel and helping improve human relations processes;
2. Delivery of call center-related training programs directed towards developing potential call center applicant candidates;

WHEREAS, **PARTNER** is an institution of higher learning which provides quality education to aspiring young men and women to meet manpower requirements of our economy as a developing nation;

WHEREAS, both parties have agreed to partner together to support the call center industry;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the following stipulations and covenants, the parties have agreed as follows:

I. NATURE OF AGREEMENT

The parties hereby agreed to conduct a CALL CENTER/BPO JOB CREATION PROGRAM in various locations, which will include the following activities:

- A. Assessment of Call Center applicants
- B. Provision of free English Skills Training for qualified applicants
- C. Endorsement of qualified candidates in international call centers
- D. Conduct of marketing activities to promote the program

II. P2O'S RESPONSIBILITIES

- A. Produce marketing collaterals such as streamers, poster and/or fliers to create awareness on the industry and project.
- B. Provide templates for marketing materials such as but not limited to streamers, leaflets, posters, radio ads and press releases among others.
- C. Administer phone or on-site interviews and identify qualified candidates
- D. Facilitate off-site final interviews of potential agents with P2O clients
- E. Conduct off-site training of potential agents as necessary
- F. Ensure endorsement of all candidates passing training among its clients
- G. Secure from the candidates a return service agreement requiring them to stay at least three (3) months from P2O's client that will hire them.
- H. REFERRAL FEES
 - 1. A P2O shall pay PARTNER a referral fee per candidate placed from the project to cover its administrative expenses. Fees will vary depending on number of placed candidates as outlined below:

NUMBER OF QUARTERLY PLACEMENTS	REFERRAL FEE PER CANDIDATE
1st batch of 25 candidates to be successfully placed	PhP 1,000.00
2nd batch of 25 candidates to be successfully placed	PhP 1,500.00
3rd batch of 25 candidates to be successfully placed	PhP 2,000.00

- 2. Payment Terms - The referral fee for every quarter will be paid out by P2O within thirty (30) days after the end of each quarter.
- 3. Referral Fee for candidates that were already hired but eventually resigned within three (3) months from their contract signing, will not be included in the computation of PARTNER's referral fee, unless immediate replacement will be provided.

III. PARTNER'S RESPONSIBILITIES

- A. Assist P2O in executing its marketing campaign within its local area coverage.
- B. Disseminate marketing collaterals within its areas.
- C. Assist P2O in conducting initial interviews for potential applicants.
- D. Provide P2O the database of their graduates.
- E. Provide a site from which to administer written tests.
- F. Constant communication and coordination with candidates and P2O for interview and training schedules.

IV. TERM AND TERMINATION

This agreement shall commence on _____ and shall remain effective until terminated with prior written notice by the parties. Either party can advise the other party in writing of its intention to pre-terminate the agreement by providing thirty (30) days prior written notice of the intended date of termination of the agreement without penalty.

V. CONFIDENTIALITY CLAUSE

Both parties acknowledge that certain confidential data, documents, concepts, details and specifications, as well as other business or technical information proprietary to both companies have been or will be disclosed to each other and to the assigned personnel/servicemen pursuant to the terms of this agreement.

Both parties agree not to use or allow the use of the confidential information for its own or any other purposes except in the performance of its obligation under this agreement. Both parties further agree that it will not disclose or allow others to disclose confidential information to any persons and agree to take and protect the secrecy of and to avoid disclosure or use of the confidential information in order to prevent it from falling into public domain or into possession of persons not bound to maintain the confidentiality of confidential information.

Breach of this confidential information clause shall be sufficient ground for P2O or PARTNER to terminate the agreement notwithstanding its right to file necessary legal actions as may be necessary.

VI. NON-COMPETE

If such agreement is terminated for any cause, PARTNER shall not, for a period of one (1) year after the termination of this agreement, engage directly or indirectly, or by means of any corporate or other device, in the delivery of Call Center-Related Training Programs and Placement businesses within the Philippines, nor shall PARTNER for such period and in such localities solicit services, directly or indirectly, from any client of P2O, or from any clients of its successor, for such products and services as are offered by P2O or its successor.

VII. NON-SOLICITATION

Both parties agree that while this agreement is in effect and for a period of one (1) year from the termination of this agreement, both parties will not solicit/recruit any of its employees and will give advise on any employee planning to leave.

VIII. FORCE MAJEURE

If by reason of force majeure, either party is temporarily unable to meet any of its obligations under this Agreement, and any such party gives to the other party written notice of the event within fourteen (14) days after its occurrence, the performance by such party of its obligations under this Agreement shall be suspended for as long as the inability continues.

The term "force majeure" as employed shall mean unforeseeable events beyond the control of the contracting parties such as strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbance, explosions, and any other similar events not within the control of either party which with the exercise of due diligence and foresight neither party is unable to overcome.

Neither party shall be liable to the other party for any loss or damages sustained by reason of force majeure or delays arising from such event.

IX. VIOLATION OF LAWS, RULES, AND REGULATIONS

Each party shall be exclusively liable for any violation of laws, executive orders, municipal ordinance, rules, and regulations of government agencies, etc., that may be committed by any of its employees, agents, or representatives in the performance of their services under this Agreement.

X. LITIGATION AND VENUE

All legal actions between the parties arising out of this Agreement shall be brought before the proper courts of the city of Manila.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on behalf of their respective principals and they hereby acknowledge that they have read this agreement, agree to all terms and conditions stated herein, and have executed this Agreement by their authorized representatives.

**PEOPLE2OUTSOURCE, INC.
INC.**

**BAGONG HENERASYON FOUNDATION,
INC.**

By: **Niña Marie G. Estenzo**
President

By: **Bryan Cesar V. Asiatico**
Program Director

Signed in the Presence of:

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

REPUBLIC OF THE PHILIPPINES)
CITY OF MANIL)SS

BEFORE ME a Notary Public for and in the City of Manila, this day of 26th March 2009 personally appeared _____ with CTC No. _____ issued at _____ on _____ and _____ with CTC No. _____ issued at _____ on _____ known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement consisting of 5 pages, including the page where this acknowledgment is written, and they acknowledged to me that the same is their free and voluntary act and deed and of the corporations they represent.

WITNESS MY HAND AND SEAL on the date and at the place first abovementioned.

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Atty. Delfin R. Agcaoili, Jr.
NOTARY PUBLIC
PTR No. 1174049 /Jan. 7, 2009 /MLA.
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TIN No. 144-519-066
RDLL No. 24655
Commission expires on Dec. 31, 2009