**MEMORANDUM OF AGREEMENTS**

*Know All Men By These Presents:*

This MEMORANDUM OF AGREEMENT (hereinafter “Agreement”)is made and entered into by and between:

**BESTLINK COLLEGE OF THE PHILIPPINES**, a non-stock, non-profit educational institution with principal address at #1071 Brgy. Kaligayahan Quirino Hi-Way, Novaliches Quezon City, duly represented by President/CEO, **DR. MARIA M. VICENTE**, hereinafter referred to as the “**INSTITUTION**”;

-and-

**Commission on Higher Education – National Capital Region** a corporation duly organized and existing pursuant to the laws of the Republic of the Philippines with address and location at 2nd Floor, Higher Education Development Center Bldg., C.P Garcia Ave., U.P Diliman, Quezon City, represented herein DR. JULIETA M. PARAS, Ed.D., CESE in his/her capacity as the DIRECTOR IV, hereinafter referred to as the Commission on Higher Education – National Capital Region..

The **INSTITUTION** and the **Commission on Higher Education – National Capital Region** shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

**WITNESSETH:**

**WHEREAS,** the **INSTITUTION,** is a private educational institution which provides formal tertiary level educational training to its students with a view towards facilitating their eventual employment.

**WHEREAS**, the **INSTITUTION,** has established an Internship Program as part of its curriculum. The program is designed to supplement the learnings and to train students to become competitive and technologically innovative professionals through actual exposure to a professional workplace or through the online platform to address the new normal brought about by COVID-19;

**WHEREAS**, the **INSTITUTION** proposes, that its students and graduates participate in and be exposed to events that will help promote and fulfill the above objective subject to the terms and conditions set forth in this Agreement.

**WHEREAS***,* Commission on Higher Education – National Capital Region is engaged in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ;

**WHEREAS**, Commission on Higher Education – National Capital Region has represented to **INSTITUTION** that it has the requisite experience, expertise, manpower and capital to perform its obligations under this Agreement strictly and in accordance with its terms and conditions.

**NOW, THEREFORE**, for in consideration of the foregoing premises, the parties hereby bind themselves to undertake this Agreement under the following terms and conditions:

1. **Responsibilities of the Institution**
   * + 1. The Institution shall instruct the College to conduct pre-internship orientation for the student intern, as a pre-requisite to his/her deployment to internship venues, on work environment issues, including but not limited to, proper work ethics and laws against sexual harassment.
       2. The Institution shall take appropriate action on any complaint against the student intern in accordance with its policies. It may unilaterally withdraw the student intern who is found to misbehave and/or act in defiance of existing standards, rules, and regulations of the Commission on Higher Education – National Capital Region and impose the necessary Institution sanctions against the said student intern.
       3. The Institution shall issue a final grade to the student intern upon completion of the requirements within the prescribed period in accordance with its regulations on the grading system and performance assessment of the Commission on Higher Education – National Capital Region.
2. **Responsibilities of the Commission on Higher Education – National Capital Region**
3. Provide the OJT Adviser with documents required to formalize their partnership with the school;
4. Discuss requests and requirements with the OJT Adviser;
5. Facilitate the screening of potential student trainees endorsed by the OJT Adviser;
6. Execute a Training Contract with the qualified student trainees;
7. Provide student trainees with adequate resources and a safe and secure workplace; and
8. Assign an Onsite/Offsite Supervisor who will be directly involved in supervising the student trainee. He/she must hold a key position in the department where the student trainee is assigned and handle tasks similar or related to the student trainee’s field of study.

The scope of the Onsite/Offsite Supervisor’s tasks includes but are not limited to the

following:

6.1 Screen and select the endorsed student trainees;

* 1. Discuss and finalize with the OJT Adviser and the student trainees the tasks, schedule,

and expectations;

* 1. Discuss with the student trainees the nature of the company, its goals and

structure;

6.4 Orient the student trainees on the technology or resources required to accomplish

assigned tasks;

6.5 Certify the student trainee’s Daily Time Record (DTR);

6.6 Monitor, review, evaluate, and discuss with the student trainee the status of

assigned tasks/ projects, at least once a week;

6.7 Communicate regularly with the OJT Adviser to assess the performance of the

student trainee throughout the on-site experience;

6.8 Conduct the quarterly performance appraisal using the appropriate form and

discuss the results with the student trainees;

6.9 Submit the quarterly Performance Appraisal Form (PAF) and the DTR to the OJT

Adviser as scheduled; and

6.10 Conduct exit interview.

1. Provide the student trainees with a Certificate of Completion not later than two (2) weeks after the completion of training;
2. Transmit to BCP the following documents at the end of the training period:
   1. Certificate of Completion;
   2. Duly accomplished Performance Appraisal Form (PAF); and
   3. Other pertinent reports, information, and/or documents which may be included for purposes of describing students’ performances.
3. **Responsibilities of the Student Intern**
   * + 1. The student intern shall maintain confidentiality, when and where appropriate, during and after the internship period of all the data, business, or trade secrets where such information is not within the public domain and is indicated and understood as confidential.
       2. The student intern shall adhere to the existing rules and regulations of the Commission on Higher Education – National Capital Region including the proper use of tools, instruments, machines, and equipment.
       3. The student intern shall be personally responsible for any and all liabilities arising from gross negligence in the performance of his/her duties and functions while under the internship.
4. **General Provisions**
   * + 1. The OJT Coordinator/Faculty Adviser shall determine the duration of the internship and shall inform the **Commission on Higher Education – National Capital Region** of the same through an endorsement letter.
       2. The internship shall be for a maximum of eight (8) hours per day, between 8:00 am to 5:00 pm, Mondays to Fridays only.
       3. The student intern shall not be subjected to mandatory overtime (OT) nor be required to work during holidays.
       4. The **Commission on Higher Education – National Capital Region** and the Institution shall jointly develop an Internship Planfor the student intern specifying objectives, knowledge, and competencies that the student intern should acquire in each learning area, assignment, and/or activity covered by the Internship Plan.
       5. The **Commission on Higher Education – National Capital Region** is not obliged to employ the student intern upon completion of the internship. The **Commission on Higher Education – National Capital Region**, however, upon consultation with the Institution, may invite qualified students to submit themselves to examinations, interviews, and file pertinent documents in support of their application.
       6. There is no employer-employee relationship between the **Commission on Higher Education – National Capital Region** and the student intern. The student intern shall not be entitled to compensation/benefits accorded to an employee. However, the Commission on Higher Education – National Capital Region may grant the student intern a training allowance, if possible, in accordance with the Commission on Higher Education – National Capital Region existing rules and regulations.
       7. The Parties shall claim co-ownership for whatever output/result/technologies generated from the internship that will merit intellectual property application, publications, or use, subject to the policies of the Institution relating to copyright and intellectual property rights.
       8. The Parties shall not divulge any information that it may have access to, and any such information will only be used for academic purposes.

**E. Termination, Entirety of the Agreement, Period, and Governing Law**

* + - 1. The Parties shall have the right to pre-terminate the internship contemplated by this Agreement by serving a written notice to the other party at least thirty (30) days prior to the intended date of termination and based on the following grounds:
         1. The student intern substantially violates the rules and regulations of Commission on Higher Education – National Capital Region, or in cases of serious misconduct of the student intern;
         2. The Commission on Higher Education – National Capital Region is proven to fail in providing the safety of the student intern and quality of training contemplated by this Agreement; and
         3. There is any material violation of the foregoing covenants that will warrant the cancellation of this Agreement.

PROVIDED, that the terminating party shall formally inform the OJT Coordinator/Faculty Adviser of the grievance before any decision to terminate is made and finalized. The OJT Coordinator /Faculty Adviser shall intervene to rectify the situation in the interest of all parties concerned.

* + - 1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It excludes and supersedes everything else which has occurred between the parties whether written or oral, including all other communication with respect to the subject matter hereof. Any amendment hereto shall be mutually agreed upon in writing by the Parties.
      2. This Agreement shall take effect **on the date of signing by both parties and shall continue to be in force for a period of three (3) years unless earlier terminated for just cause**, by either Party, after thirty (30) days prior written notice to the other Party.
      3. The three-year period shall be applicable to cover other prospective student interns who may likewise be required to undergo an internship with the Commission on Higher Education – National Capital Region during the effectivity of this Agreement.
      4. Any renewal of this Agreement shall be through the mutual written consent of both parties.
      5. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

**IN WITNESS WHEREOF,** the parties hereby affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

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| **BESTLINK COLLEGE OF THE PHILIPPINES** | **Commission on Higher Education – National Capital Region** |
| By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **MARIA M. VICENTE, DHL**  *President/CEO* | By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **DR. JULIETA M. PARAS, Ed.D., CESE** *Director IV* |

SIGNED IN THE PRESENCE OF:

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| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **MR. EMERSON D. GELERA**  *OJT Coordinator* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **REGINA B. FORTES**  *Chief Administrative Officer* |

**ACKNOWLEDGMENT**

Republic of the Philippines)

City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) S.S.

**BEFORE ME**, a Notary Public, for and in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_day of \_\_\_\_\_\_\_, 20\_\_\_, personally appeared:

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| --- | --- | --- |
|  | Valid Proof of Identity | Issued at/on |
| **DR. MARIA M. VICENTE**  **DR. JULIETA M. PARAS, Ed.D., CESE** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

known to me to be the same persons who executed this instrument and acknowledged the same to me as their free and voluntary act and deed, and of the entities they respectively represent.

This document consists of four (4) pages including the page where this Acknowledgment is written, and the parties signed at the left margin of each and every page hereof.

**WITNESS MY HAND AND SEAL** on the place and date first above written.

Notary Public

Doc. No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;

Series of \_\_\_\_\_.