

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** (the “Agreement”) made and entered into at the City of Makati, Philippines on the 26 day of September 2023, by and between:

AMA COMPUTER COLLEGE - MAKATI,  
a private educational institution of higher learning, with address located at 5486 South Superhighway, Bangkal, Makati City and, represented herein by its School Director, AMELITA V. TANABE hereinafter referred to as “AMA COMPUTER COLLEGE - MAKATI”,

-and-

Cornersteel Systems Corporation, a corporation duly organized and existing under the laws of the PHILIPPINES, with address located on 563 Calbayog St, Mandaluyong, 1550 Metro Manila represented herein by its Supervisor, JUSTINE AQUINO, hereinafter referred to as the Cornersteel Systems Corporation.

### WITNESSETH;

WHEREAS, the AMA COMPUTER COLLEGE - MAKATI is offering various academic programs that aim to provide its students the opportunity to acquire theoretical and practical knowledge, skills, and desirable attitudes and values, which may be further enhanced through immersion in an actual setting such as in a reputable establishments/industries,

WHEREAS, the AMA COMPUTER COLLEGE - MAKATI intend for its students to learn from and network with experienced professionals, and promote their competitiveness through actual training in practicum, internship, and On-the-Job-Training (OJT) in reputable companies, training institutions and organizations (the “PROGRAM”);

WHEREAS, in order to contribute to improving the quality of our nation’s work force, Cornersteel Systems Corporation agrees to act as the Host Training Establishment of the AMA COMPUTER COLLEGE - MAKATI and provide the latter’s students (“student-trainees”) with supervised applied learning experience to help them enhance their competencies and develop professional discipline;

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms hereinafter provided, the AMA COMPUTER COLLEGE - MAKATI and Cornersteel Systems Corporation hereby agree to execute this Memorandum of Agreement under the following terms and conditions:

**Section 1. *Duration of the Agreement.*** This Agreement shall be effective from the date of its signing and shall be valid for a period of three (3) years. Either party may pre-terminate the Agreement for any cause, with or without fault on either party, by sending a written notice of termination to the other party at least thirty (30) days before the expiration date of the Agreement. This pre-termination must so be undertaken, if desired, in consideration with the curriculum schedule of the student-trainees such that their completion of the course may not be prejudiced by such.

Unless earlier terminated by either party, this Agreement shall be automatically renewed on a yearly basis.

**Section 2. *Relationship between the parties.*** It is expressly understood that there is no employee-employer relationship between Cornersteel Systems Corporation and the student-trainees of AMA COMPUTER COLLEGE - MAKATI. Upon commencement of the program, the student will have the status of a student-trainee only, neither displacing a regular working employee nor substituting a worker needed by the company.

The OJT that the student-trainees shall undergo is not in view of any future employment with Cornersteel Systems Corporation. The accommodation given by Cornersteel Systems Corporation in providing Supervised Applied Learning Experience, through the PROGRAM, to student-trainees is not a guarantee for future employment with Cornersteel Systems Corporation. In fact, Cornersteel Systems Corporation is not obliged to employ student-trainees upon completion of the OJT, however, Cornersteel Systems Corporation is not precluded from engaging the students of the school as employee of the former.

Nothing herein shall be construed as creating an employer-employee relationship or agency with the AMA COMPUTER COLLEGE - MAKATI or the student-trainees and Cornersteel Systems Corporation.

**Section 3. *Responsibilities of the parties.*** The AMA COMPUTER COLLEGE - MAKATI and Cornersteel Systems Corporation agree to undertake the following functions and responsibilities:

A. AMA COMPUTER COLLEGE - MAKATI shall:

1. Formulate policies and guidelines for the PROGRAM, including guidelines on the selection, placement, monitoring and assessment of student-trainees;
2. Assign a Faculty Practicum Coordinator (FPC) who shall have the following responsibilities:
  - i. Conduct an initial site visit to ensure that the training facility is safe and conducive for student-trainees;
  - ii. Review, orient, interpret and clarify to the students the objectives of the PROGRAM;
  - iii. Regularly monitor the overall performance of the student-trainees;
  - iv. Meet with the student-trainees regularly for feedback and address their concerns, if any;
  - v. Provide coaching and counselling assistance to student-trainees, if needed; and
  - vi. Evaluate the student-trainees' reports, self-evaluation and give the final grades of the student-trainees in consultation with Cornersteel Systems Corporation.
3. Furnish Cornersteel Systems Corporation with the evaluation system to be followed in grading the performance of the student-trainees;
4. Recommend students who will undergo the OJT in adherence with Cornersteel Systems Corporation's policies and standards;
5. Issue an official endorsement vouching for the well-being of the potential student-trainee which shall be used by Cornersteel Systems Corporation for processing the application of the student-trainee;
6. Facilitate the processing of the documents of student-trainees in coordination with Cornersteel Systems Corporation;
7. Ensure that the student-trainees understand that the following shall be their obligations:
  - a. Abide by the rules and regulations set forth by Cornersteel Systems Corporation and always observe discipline and proper conduct;

- b. Should not engage in gambling, illicit activities, drinking intoxicating beverages, consuming illegal drugs, and related activities while at work or within the Cornersteel Systems Corporation's premises or during a sponsored/authorized activity;
    - c. Wear the appropriate dress code;
    - d. Observe punctuality and attendance in reporting to the assigned training area and accomplish the attendance recording sheet noted by the On-Site Supervisor;
    - e. Complete the agreed duration of the internship and undergo the required orientation;
    - f. Submit reports and requirements on time;
    - g. Sign and comply with the Training Contract or Acceptance Letter which should also be signed by their parents or guardians.
  - 8. Voluntarily withdraw a student-trainee who is found to misbehave and/or act in defiance to existing standards, rules, and regulations of Cornersteel Systems Corporation in the processing of his or her application or when there is an apparent risk and/or exploitation of the rights of the student-trainees;
  - 9. Conduct a post training review and evaluation of the program and the performance of the student-trainees.
- B. Cornersteel Systems Corporation shall:
- 1. Ensure that it has and it will maintain a working environment conducive for student-trainees, in consideration with the goal of the OJT program.
  - 2. Ensure that the selected student-trainees to be included in the PROGRAM has the following qualifications:
    - a. Must be at least 18 years old;
    - b. Enrolled in a practicum or equivalent subject in AMA COMPUTER COLLEGE - MAKATI
    - c. In good academic standing and completed all pre-requisite subjects;
    - d. Has finished at least 90% of academic requirements or has passed and taken all major subjects;
    - e. Is physically, mentally and emotionally fit, as certified by school physician or any reputable doctor;
    - f. Has co-signed the Training Contract together with their parents or guardian to manifest consent to the PROGRAM; and
    - g. His or her parents or guardian have/has issued a Waiver of Consent.
  - 3. Require qualified students to submit themselves to examinations, interviews, and file pertinent documents to support their application, if desired;
  - 4. Refuse acceptance of student-trainees recommended by the AMA COMPUTER COLLEGE - MAKATI upon finding that the same is not qualified;
  - 5. Discontinue the training of such student-trainee on reasonable grounds after written notice to the AMA COMPUTER COLLEGE - MAKATI;
  - 6. Provide student-trainees with training related to their course, and assign work that are varied and challenging but fitting to their respective competency levels;
  - 7. Determine the OJT schedule in coordination with the student-trainees and the assigned practicum supervisor, in full consideration with the academic schedule of the student-trainees;
  - 8. Work assignments should be clearly explained to ensure that the duties, role and responsibilities of the student-trainee is clearly defined and outlined;
  - 9. Assign a focal person to serve as an On-Site Supervisor who shall:
    - a. Monitor the student-trainee's overall work performance including demeanor, competence and professionalism;

- b. Provide the student-trainee opportunities to work with the specific department or area where they can best apply the theories, principles and ideas learned in the AMA COMPUTER COLLEGE MAKATI;
  - c. Coordinate with different departments of Cornersteel Systems Corporation where the student-trainee will report;
  - d. Facilitate the evaluation of the student-trainee's performance using the agreed upon standard or requirement of the AMA COMPUTER COLLEGE - MAKATI;
  - e. Regularly meet the FPC to discuss his or her evaluation, observations and other issues that may arise for the duration of the OJT, and the program of the student-trainees;
  - f. Evaluate the student-trainee on a bi-weekly basis on the merit of his or her work performance, competence, work attitude, compliance to submission of reports, attendance and professionalism, which report shall be submitted to the FPC;
  - g. Conduct an evaluation of the student-trainee's overall performance upon completion of the OJT based on the agreed standards or requirement with the AMA COMPUTER COLLEGE - MAKATI and submits the same to the FPC.
10. Issue a Certificate of Completion to the student-trainee upon submission of all reports and completion of the OJT.

**Section 4. *Miscellaneous.***

- a. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of the Philippines. Any question or issue raised by the parties on this Agreement shall, however, be settled amicably between them. Should amicable settlement not be possible, either party may resort to court or legal action before the proper courts of Makati City, to the exclusion of all other venues.
- b. This Agreement, including its annexes and/or attachment/s, contains the entire agreement between the AMA COMPUTER COLLEGE - MAKATI and Cornersteel Systems Corporation, and neither party has relied on any prior or contemporaneous representation, either oral or written, that is not contained in this Agreement.
- c. This Agreement cannot be deemed modified or amended unless such modification is in writing and signed by both parties, particularly the party against whom enforcement of such modification is sought.
- d. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at MAKATI CITY.

AMA COMPUTER COLLEGE - MAKATI Cornersteel Systems Corporation.

By: \_\_\_\_\_ By: \_\_\_\_\_  
AMELITA V. TANABE JUSTIN AQUINO  
School Director IT Director

SIGNED IN THE PRESENCE OF:

WITNESSES:

\_\_\_\_\_ \_\_\_\_\_  
MARVIN G. GALINDO EDMUND VALEN  
School Dean/Academic Coordinator IT Administrator

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
) S.S.

BEFORE ME, a Notary Public for and in\_\_\_\_\_, on this \_\_\_\_day of\_\_\_\_\_personally appeared the persons named below who have exhibited to me competent proof of their identities:

| NAME | COMPETENT EVIDENCE OF IDENTITY | DATE/PLACE ISSUED |
|------|--------------------------------|-------------------|
|      |                                |                   |

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their free will and voluntary act and deed and that of the entities they respectively represent.  
WITNESS MY HAND AND SEAL on the place and date herein above mentioned

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Page No.\_\_\_\_\_  
Book No.\_\_\_\_\_  
Series No. 2023