

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT made and entered into on the \_\_\_\_ day of \_\_\_\_\_ 2025 by and between:

The **CARAGA STATE UNIVERSITY**, an educational institution duly recognized and existing under the laws of the Philippines, with office address at Brgy. Ampayon, Butuan City, herein represented by its University President, **DR. ROLYN C. DAGUIL**, herein referred to as the **FIRST PARTY**;

- and -

The **LODGEMENTS CONSULTING LLC**, a **PRIVATE ENTITY** duly organized and existing with address at **30511 AVENIDA DE LAS FLORES RSM CA**, represented by its **CEO, NICHOLAS LODGE**, herein referred to as the **SECOND PARTY**.

WITNESSETH:

**WHEREAS**, the **FIRST PARTY** has instituted an On-the-Job Training (OJT) Program/Office Practicum wherein qualified students undergo training before graduation to be adequately familiar with actual work;

**WHEREAS**, the **SECOND PARTY**, a **NON-PROFIT ORGANIZATION**, operates offices/departments as mandated that may serve as venues and potential training grounds by providing relevant work assignments to the student-trainees of the **FIRST PARTY**;

**WHEREAS**, the **FIRST PARTY** proposes that its students be allowed to undergo OJT at the **SECOND PARTY**, which was accepted/approved by the latter, subject to the terms and conditions stipulated in this agreement;

**WHEREAS**, the **SECOND PARTY** agrees to accept students of the **FIRST PARTY** as on-the-job trainees at its various facilities in support of the **FIRST PARTY’s** On-the-Job Training Program, and to complement the existing curriculum of the latter;

**NOW THEREFORE**, for and in consideration of the above premises, the parties hereunto agree to the following terms and conditions:

I. OBLIGATIONS OF THE FIRST PARTY:

- 1. The **FIRST PARTY** shall endorse On-the-Job (OJT) Program student-trainee/s, with their respective resume and application letter, to the **SECOND PARTY**;

Nicholas Lodge  
NICHOLAS LODGE  
CEO  
Lodgements Consulting LLC

Dr. ROLYN C. DAGUIL  
University President  
Caraga State University

1. The **FIRST PARTY** shall assign OJT Coordinator/s who will be responsible for monitoring the training program of the student-trainee/s, and will assist the student-trainee/s in their needs within the duration of the OJT Program;
2. The **FIRST PARTY** shall advise the student-trainee/s and their parents/guardians that they are personally responsible for any and all injuries and/or liabilities arising from gross negligence of the student-trainee/s in the performance of his/her duties and functions while under the OJT program;;
3. The **FIRST PARTY** and the student-trainee/s shall provide the documents required by the **SECOND PARTY** prior to the deployment of qualified selected OJT student-trainee/s;
4. The **FIRST PARTY** shall voluntarily withdraw any student-trainee who is found to misbehave and/or act in defiance to existing standards, rules and regulations of the **SECOND PARTY** and impose the appropriate sanctions to the erring student-trainee;
5. The **FIRST PARTY** may dismiss any or all the student-trainees who fail to meet its required standards, and its rules and regulations.

II. **OBLIGATIONS OF THE SECOND PARTY:**

JANN KING T. SANSAT  
Senior Web Developer  
Lodgements Consulting LLC

EVE FERNANDEZ-GAMALINDA, Ph.D.  
OSIP Director  
Caraga State University

1. The **SECOND PARTY** shall screen the OJT student-trainee/s endorsed by the **FIRST PARTY**;
2. Prior to the conduct of the OJT Program, **the SECOND PARTY** shall orient the student-trainee/s of its office rules and regulations, particularly as to the rules on proper conduct and decorum;
3. The **SECOND PARTY** must assign a point/focal person responsible for the implementation of all phases of the internship;
4. The **SECOND PARTY** shall accommodate the selected student-trainee/s based on the needs of the former’s departments or sections, and will provide relevant virtual work exposure and trainings to the student-trainee/s;
5. The **SECOND PARTY** shall provide a work environment that is free from any form of sexual harassment and other derogatory or exploitative activities.
6. The **SECOND PARTY** shall inform the **FIRST PARTY** of any misbehaviors conducted by the latter’s student-trainee/s which would warrant their withdrawal from the On-the-Job Training Program;
7. The **SECOND PARTY** shall rate the trainees through the OJT Evaluation Form to be provided by the **FIRST PARTY**;
8. The **SECOND PARTY** shall issue a Certificate of Completion to the student-trainee/s who have satisfactorily completed the On-the-Job Training Program.

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III. DURATION

The student- trainee/s endorse by the **FIRST PARTY** shall render the required number of hours under their respective course/ program, as may be communicated by the **FIRST PARTY** to the **SECOND PARTY** and determined by both parties, under the OJT Program. The training shall not exceed the number of hours each day and the number of days agreed.

IV. RELATIONSHIP BETWEEN THE PARTIES

It is expressly understood that there shall be no employer-employee relationship between the **SECOND PARTY** and the student-trainees.

The student-trainees shall not be entitled to salaries, allowances, any form of compensation or benefits whatsoever from the **SECOND PARTY** throughout the entire duration and completion of the training whether as financial reward or payment in exchange for their contributions, innovations, and other notable efforts.

The **SECOND PARTY** is not obliged to employ trainee(s) upon completion of the OJT Program but may hire them, if so desired.

V. CONFIDENTIALITY AND DATA PRIVACY

It is clearly understood by the **FIRST PARTY** and the student-trainee that all information and all other related documents that the **SECOND PARTY** made available to the student-trainee are solely to be used for the purposes of this Program. All of these matters are classified confidential in nature and proprietary to the **SECOND PARTY**. The **FIRST PARTY** shall ensure the confidentiality of all materials being used during the OJT and thus, to prevent transfer of such information to any of its members or party outside of the **SECOND PARTY** without the knowledge and consent of the latter. The parties further agree to adhere to the applicable laws, rules, and regulations governing data privacy.

VI. INTELLECTUAL PROPERTY OWNERSHIP

Any Intellectual Property (IP) owned by both parties prior to this agreement shall continue to be owned by them. The student-trainee cannot use any confidential information or data from the **SECOND PARTY** to create IP without the express written approval of the latter.

Any IP independently created by the student-trainee during the period covered by the OJT Program, the **SECOND PARTY** shall have no claim of the said IP. Should the **SECOND PARTY** provide financial support for the creation of the said IP, the ownership of the IP shall be determined by agreement of the parties which shall be embodied in a separate agreement subject to the existing IP Policy of both parties.

In case the student-trainee jointly creates with the **SECOND PARTY** during the period covered by the OJT Program, the IP shall belong to the **FIRST PARTY**/student-trainee and the **SECOND PARTY** subject to the IP Policy of both parties.

VII. AMENDMENT, MODIFICATION OR REVISION

Any revision, modification or amendment to the stipulations of this Agreement shall be

proposed in writing by the initiating party addressed to the opposite party subject to the express approval/consent of the latter.

No revision, modification or amendment of this Agreement shall be held valid unless mutually agreed to by the parties in writing.

VIII. TERMINATION

1. The **SECOND PARTY** reserves the right to discontinue/terminate the OJT Program of the student-trainee on reasonable grounds upon written notice to the **FIRST PARTY**. The termination shall take effect immediately upon receipt of the said notice. Such reasonable grounds are:
  - Habitual absenteeism;
  - Willful disobedience of company rules or insubordination to lawful order of superior;
  - Poor physical condition, permanent disability or prolonged illness which incapacitates the trainee from working;
  - Theft or malicious destruction of company property and/or equipment;
  - Inefficiency of the student-trainee’s performance for a prolonged period despite warnings duly given to the student-trainee; or
  - Engaging in violence or other form of gross misconduct inside the **SECOND PARTY**’s premises.

Further, any violation of the foregoing agreement will warrant the cancellation of the Memorandum of Agreement by the **SECOND PARTY** within fifteen (15) days upon notice to the **FIRST PARTY**.

The **SECOND PARTY** may also discontinue the OJT Program of any student-trainee *for whatever justifiable reason* after written notice to the **FIRST PARTY** at least one (1) week before the effective date of termination of this Agreement.

2. The **FIRST PARTY** may likewise pull out its student trainees from the in-plant training for reasonable grounds after written notice which shall take effect immediately upon receipt of the **SECOND PARTY**. The reasonable grounds are the following:
  - Failure to comply with the requirements stipulated in this contract;
  - Substandard or deleterious working conditions within the **SECOND PARTY**’s premises;
  - Repeated violations by the **SECOND PARTY** on the terms of this Agreement; or
  - Cruel or inhumane treatment by the **SECOND PARTY** to the student-trainee.
3. This Agreement may also be validly terminated if there is/are violation(s) of the foregoing mutual covenants by either or both parties; or if the parties mutually consent to the cancellation/rescission of this Agreement in writing.
4. Any decision made by the **SECOND PARTY** regarding the behavior and performance of the student-trainee shall be forwarded to the **FIRST PARTY** through the latter’s designated OJT Coordinator/Adviser for due process or investigation.

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5. During the effectivity of this Agreement, it is understood that the trainees shall follow all rules and regulations, policies and procedures of the **SECOND PARTY**, particularly those affecting their training activities.

**IX. DISPUTE RESOLUTION**

Both parties shall religiously, faithfully, and objectively comply with the provisions of this Memorandum of Agreement.

If any party is in default in complying with their respective obligations, materially violating provisions of this Agreement or any laws, rules, or regulations, or in case of any disputes or differences arising from this Agreement, the matter shall be settled mutually in good faith.

**X. ARBITRATION**

If the dispute cannot be settled amicably within thirty (30) days from the date on which either party has served written notice on the other of the dispute, then the matter may be referred to arbitration in accordance with prevailing Philippine laws and rules on arbitration.

**XI. MISCELLANEOUS PROVISIONS**

- 1. Both parties shall at all times exercise/adopt safety practices and standard operating procedures to avoid any untoward incident.
- 2. The student-trainees shall be held personally liable for damages arising from fault or negligence while in the actual performance of the training.

**XII. EXISTING SIMILAR AGREEMENTS ON OJT**

Any and all Memorandum of Agreements, understandings, and other similar contracts between the parties pertaining to the OJT of the **FIRST PARTY**’s student-trainees are hereby deemed superseded by this Agreement upon signing hereof.

**XIII. SEPARABILITY**

If any part of this Agreement shall, for any reason, be declared invalid and unenforceable, the remaining portion not affected therein shall remain in full force and effect as if the parties would not have executed this Agreement had they known the invalidity or unenforceability thereof.

**XIV. EFFECTIVITY**

This Memorandum of Agreement between the **FIRST PARTY** and the **SECOND PARTY** shall take effect upon signing of both parties and implementation of the provisions herein shall begin immediately thereafter.

This Agreement shall remain binding upon the contracting parties, in full force and effect, for THREE (3) YEARS, subject to annual evaluation on the implementation of the provisions of this Agreement, unless the same is otherwise sooner revoked, cancelled or terminated.

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EVE FERNANDEZ-GAMALINDA, Ph.D.  
OSIP Director  
Caraga State University

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_ day of \_\_\_\_\_ 2025 at Butuan City, Philippines.

CARAGA STATE UNIVERSITY–MAIN CAMPUS

LODGEMENTS CONSULTING LLC

**DR. ROLYN C. DAGUIL**  
*University President*

*Nicholas Lodge*  
**NICHOLAS LODGE**  
CEO

Signed in the presence of:

**EVE FERNANDEZ-GAMALINDA, Ph.D.**  
*OSIP Director*  
Caraga State University

**JANN KING T. SANSAIT**  
Senior Web Developer  
LODGEMENTS CONSULTING LLC

**ACKNOWLEDGMENT**

Republic of the Philippines    )  
City of Butuan                    )SS

**BEFORE ME**, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY
DR. ROLYN C. DAGUIL	Philippine Passport ID No. <b>P356367B</b>

Who is known to me to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed that of the government agency and institution he represented herein.

This instrument refers to a **MEMORANDUM OF AGREEMENT (MOA)** which consists of eight (8) pages including this page on which this Acknowledgement is written, and duly signed by the parties and their instrumental witnesses on each and every page thereof.

**WITNESS MY SIGNATURE AND NOTARIAL SEAL** on the date and place first above written, this \_\_\_\_ day of \_\_\_\_\_ 2025 at Butuan City, Philippines.

Doc. No.                : \_\_\_\_\_  
Page No.               : \_\_\_\_\_  
Book No.               : \_\_\_\_\_  
Series of 2025.

**ACKNOWLEDGMENT**

Republic of the Philippines    )  
City of Butuan                    )SS

**BEFORE ME**, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_ 2025, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY
NICHOLAS LODGE	Driver’s License 4468771

Who is known to me to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his/her free and voluntary act and deed that of the government agency and institution he/she represented herein.

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