

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and executed between:

LAGUNA STATE POLYTECHNIC UNIVERSITY (LSPU), a State University vested with powers, special functions or jurisdiction, endowed expressly by Republic Act No. 8292 and Republic Act No. 9402 through its constituent university at San Pablo City Campus with official address at Brgy. Del Remedio, San Pablo City, Laguna, represented in this act by its University President, **Mario R. Briones, Ed.D.**, hereinafter referred to as the “**UNIVERSITY**”

and

Frontline Business Solution Inc. an **international** company/institution duly organized and existing under Philippine Laws with office/business address at **Brgy. San Ignacio, Baloc Road, San Pablo City Laguna, Philippines, 4000**, represented herein by its **supervisor, Jhonny Jose Dichoso** hereinafter referred to as the **COMPANY**.

WITNESSETH:

WHEREAS, the **UNIVERSITY** instituted an internship program as part of the curriculum for its students in order to provide them with adequate experience in actual industry work operations and to augment their formal education;

WHEREAS, the **UNIVERSITY** is in need of a partner company/agency, public or private entity, which can support their internship program and accommodate their qualified student-trainees in order for them to gain adequate experience in actual industry work operations;

WHEREAS, the **COMPANY**, supports the On-the-Job Training program of the **UNIVERSITY** and agrees to accept and accommodate qualified student-trainee/s of the **UNIVERSITY**; and

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby bind themselves to undertake a Memorandum of Agreement under the following terms and conditions:

A. The UNIVERSITY hereby undertakes the following:

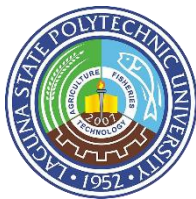
1. Designate an OJT Coordinator who will supervise the Internship Program or On-the-Job Training Program and coordinate with the **COMPANY's** various activities in accordance with the *Internship Plan*;
2. Pre-select and recommend qualified students who will undergo the training, taking into consideration the requirements of the **COMPANY** in terms of qualification and number of interns or student-trainees needed;
3. Provide the **Student-trainee** with the basic orientation on work values, behavior, and discipline to ensure due cooperation with the **COMPANY** and shall issue an official endorsement vouching for the credentials of the **Student-trainee** that shall be used by the **COMPANY** for processing the application of the **Student-trainee**;



4. Closely monitor the **Student-trainee** through their respectively designated *Internship Coordinators* to help ensure that the **Student-trainee** conduct themselves in line with the **COMPANY's** policies and finish their assigned tasks pursuant to the *Internship Plan*;
5. Recommend students who are eligible to undergo its internship program subject to the final selection/acceptance by **COMPANY** and provide for the corresponding insurance for the **Student-trainee** pursuant to existing policies.
6. Require the **Student-trainee** to execute an undertaking to be binding during the period of the training. The said undertaking shall at least contain the following:
 - a. Be officially enrolled in the **UNIVERSITY** with corresponding enrollment to the Internship subject;
 - b. Complete the agreed duration of **600 hours** of the internship;
 - c. Undergo the required orientation program conducted by the **UNIVERSITY** and the **COMPANY**;
 - d. Submit the necessary documents for the conduct of training;
 - e. Follow and abide by the rules and regulations of the **UNIVERSITY** and the **COMPANY** in the conduct of internship training.

B. The COMPANY hereby undertakes the following:

1. Undertake the selection process from among the **UNIVERSITY's** recommended students in accordance with its policies and guidelines in the recruitment and selection of trainees for this purpose and orient the students on the standard rules and regulations of their establishment before signing the contract;
2. Provide a supervised learning experience to the **Student-trainee** that is consistent with its policies, rules, and regulations and in line with the established *Internship Plan*. It shall treat the **Student-trainee** in a professional manner, and shall ensure that the **Student-trainee**, in the course of training, shall not be exposed to any form of harassment/unethical practice or tasks and work assignments that are unreasonably risky, dangerous, or unrelated to the purposes of the *Internship Plan*;
3. Assign an internship supervisor (or similar designation of focal person) responsible for the implementation of all phases of the internship and who shall coordinate with the **UNIVERSITY** regarding the terms and aims of this Agreement;
4. Allow the Student-trainees to perform Online Training (web-based) and Work-from-Home in performing their duties and functions during the duration of their internship.
5. Accomplish the respective evaluation forms required by the **UNIVERSITY** and issue a Certificate of Completion to the Student-Interns within ten (10) working days after completion of internship;



GENERAL CONDITIONS

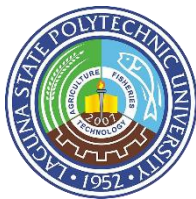
1. Both parties shall develop, implement and evaluate the *Internship Plan* from which the **Student-trainee** will gain additional knowledge and skills as they perform their duties and functions with the program and/or activities during the training;
2. Both parties understood that the **Student-trainee** and/or their respective guardians shall be responsible for any and all liabilities for damage to property or injury to persons, due to intentional or negligent acts of the **Student-trainee** in the course of the Program;
3. Both Parties agree to jointly monitor and evaluate the performance of the **Student-trainee** based on the criteria provided for under the *Internship Plan* and shall conduct a post-training review and evaluation of the program and the performance of the Student-trainee;
4. It is expressly understood that there will be no employer-employee relationship between the **COMPANY** and the **Student-trainee** of the **UNIVERSITY**;
5. The **COMPANY** is not obliged to employ the **Student-trainee** upon completion of the training. The **COMPANY**, however, upon consultation with the **UNIVERSITY**, may invite qualified students to submit themselves to examinations, interviews, and file pertinent documents in support of their application;
6. Both Parties shall exert best efforts in ensuring that the **Student-trainee** will complete the agreed scope of work within the agreed duration of the *Internship Plan* and abide by the relevant policies of the **COMPANY**; and
7. In case one or more of the provisions contained herein shall, for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality shall not affect any other provisions of this agreement. In such event, the parties shall consult each other as to the manner by which their original intention can be fulfilled as closely as possible and they will amend this agreement accordingly.

CONFIDENTIALITY

This Memorandum of Agreement, as well as its terms and conditions herein shall be held in strict confidence and that no portion or part hereof may be reproduced or be revealed to any personnel or entity other than the signatories herein or their authorized representative.

DURATION

This Memorandum of Agreement shall become effective upon signature of both parties and implementation will begin immediately and shall be valid for three (3) years, subject to any renewal/extension through a written agreement of the parties.



The Parties shall have the right to pre-terminate the training contemplated by this Agreement and the *Internship Plan* 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: (a) The **COMPANY** is proven to fail in providing the safety of the **Student-Interns** and quality of training contemplated by this Agreement and the established *Internship Plan*; or (b) There is any material violation of the foregoing covenants that will warrant the cancellation of this Agreement.

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.

GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by and construed in accordance with the laws and regulations of the Republic of the Philippines. Any and all disputes arising out of or relating to this Agreement shall be subjected to good faith negotiations between the Parties before implementation of the legal proceedings pursuant to the provisions of the Alternative Dispute Resolution Law.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement at this _____ day of _____, 20__.

For the **UNIVERSITY**

For the **COMPANY**

MARIO R. BRIONES, Ed.D.
University President
Laguna State Polytechnic University

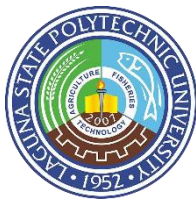
JHONNY JOSE DICHOSO
Supervisor
Frontline Business Solution Inc

Signed in the presence of:

JOESUA R. MANZANERO
OJT Coordinator, College of Computer Studies
LSPU – San Pablo City Campus

Kennie Rose Deriquito
HR Staff

RONNEL A. DELA CRUZ
Dean/Assoc Dean, College of Computer Studies
LSPU- San Pablo City Campus



ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines personally appeared the following persons on _____ who presented to me their competent proof of identities as follows:

<u>Name</u>	<u>Proof of Identity</u>	<u>Issued at / Valid until</u>
MARIO R. BRIONES, Ed.D.		
JHONNY JOSE DICHOSO	SSS	San Pablo City Laguna

known to me to be the same persons who executed the foregoing Agreement and acknowledge to me that the same is their free and voluntary act and deed and that of the institutions they respectively represent.

This instrument refers to a *Memorandum of Agreement* consisting of **five (5) pages**, including this page whereon this Acknowledgment is written and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL, at the date and place first mentioned.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 20__.