**MEMORANDUM OF AGREEMENT**

**(ON THE JOB TRAINING)**

This Memorandum of Agreement made and executed between:

**LAGUNA STATE POLYTECHNIC UNIVERSITY – San Pablo City Campus**, a non-stock, non-profit educational COMPANY, duly recognized and existing under Philippine Laws with office address at Brgy. Del Remedio, San Pablo City Laguna 4000 represented herein by RONNEL A. DELA CRUZ, Associate Dean, CCS, hereinafter referred to as the **FIRST PARTY**.

- And-

**DepEd Schools Division of San Pablo City**, a public institution duly organized under the laws of the Philippines, with it’s office located at **A. Mabini St, San Pablo City, Laguna** represented herein by it’s **School Division Superintended, DR. DAISY Z. MIRANDA, CESO VI**, who is duly authorized to represent it in this transaction, hereinafter referred to as the **SECOND PARTY.**

The parties hereby bind themselves to undertake a Memorandum of Agreement for the purpose of supporting the UNIVERSITY’S **“Online-On-the-Job Training”** for the Student-Trainee**;**

Under the following terms and conditions:

1. The FIRST PARTY shall be responsible for briefing the student-trainees via online platform who intend to conduct online-practicum exposure in the SECOND PARTY as part of the FIRST PARTY’S curriculum and shall provide the basic orientation on work values, behavior, and discipline to ensure smooth cooperation with the SECOND PARTY.
2. The FIRST PARTY shall issue an official endorsement vouching for the well-being of the student-trainee which shall be used by the SECOND PARTY for processing the application of the student trainee.

1. The FIRST PARTY shall voluntarily withdraw a student-trainee who is found to misbehave and/or act in defiance to existing standards, rules, and regulations of the SECOND PARTY and impose necessary university sanctions to the said student-trainee.
2. The SECOND PARTY, upon consultation with the FIRST PARTY, may require qualified students to submit themselves to online examinations, interviews, and file pertinent documents to support their applications.
3. The Student/Trainee has their own hardware and development environment to perform the tasks of this contract. Moreover, they should see to it that they have an alternative internet connection in the event of an ISP outage and robust power interruption contingency in the event either service becomes unavailable. We will allow flexibility in performing work as long as schedule is properly communicated to Human Resources.
4. The Student/ Trainee will have access to information owned or licensed by the SECOND PARTY and/or the Client in connection with the operation of its business. Therefore, all information received from parties should be kept confidential and shall only be used for the purpose for which it has been provided.
5. The SECOND PARTY is not obliged to employ student-trainee upon completion of the training.
6. The student-trainee shall be personally responsible for any and all liabilities arising from negligence in the performance of his/her duties and functions while under training.
7. There is no employer-employee relationship between SECOND PARTY and the student-trainee.
8. The Student/Trainee will be dedicated to complete his/her internship equivalent to SIX HUNDRED (600) Working-Hours unless otherwise agreed upon by the SECOND PARTY and the FIRST PARTY. Therefore, a work-day is defined as a minimum of eight (8) hours per day, to be managed by the intern, days and times worked are to be recorded in zoho projects.
9. The student-trainee is required to report online to the University every last Friday of the month for the monitoring and evaluation of the performance of the student-trainee in the FIRST PARTY.
10. During the **“Online-On-the-Job Training”**, the student is responsible for the following:
    1. Students are expected to follow the company rules, regulations and guidelines.  They are expected to respect the brand service and brand values of the company;
    2. Students should follow the prepared program of work with appropriate intervals in consultation with the assigned Office/department and ensuring that any deviation from the allotted program / schedule is reported without delay to the immediate supervisor;
    3. Completing the required training hours as indicated in the school’s endorsement;
    4. Discuss progress and engage in discussion of topics relevant to the operation and philosophical perspective of the office and functional area in general;
    5. Carry out established activities and any additional responsibilities which are mutually agreed upon by the student and immediate supervisor;
    6. Fulfill agreed upon time commitments;
    7. Conduct oneself in a responsible and professional manner; and
    8. Raise concerns with the immediate supervisor if the objectives for the internship are not being met or if the immediate supervision being received is inadequate.
11. Any violation of the foregoing covenants will warrant the cancellation of the Memorandum of Agreement by either or both parties within **Thirty (30) Days** upon notice to the FIRST PERSON.
12. This Memorandum of Agreement shall become effective upon signature of both parties and implementation will begin immediately and shall continue to be valid hereafter until written notice is given by either party **Thirty (30) Days** prior to the date of intended termination.
13. The SECOND PARTY shall observe the existing data privacy law with regard to the personal information of the students.
14. TERM &TERMINATION:

This Agreement shall be valid for a period of one (1) year ("Term") effective from the **08th December 2022 up to 08th December 2023**. Thereafter the same may be renewed for a further period on terms and conditions as may be agreed between the Parties herein.

IN WITNESS WHEREOF the parties have signed this Memorandum of Agreement at San Pablo City Laguna this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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| **FOR THE SECOND PARTY** | **FOR THE UNIVERSITY** |
|  |  |
| **DR. DAISY Z. MIRANDA, CESO VI** | **RONNEL A. DELA CRUZ** |
| School Division Superintended | Associate Dean, CCS |
| DepEd Schools Division of San Pablo City | Laguna State Polytechnic University (LSPU) |
| ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**NOTED:**

**JOEL M. BAWICA, MIT**

Campus Director

Laguna State Polytechnic University (LSPU)

San Pablo City Campus

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )

PROVINCE OF LAGUNA ) S.S.

CITY OF SAN PABLO )

**BEFORE ME,** a Notary Public in the province of Laguna, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared, exhibiting their competent evidence of identity written under their respective names, known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free will and voluntary deed and that of the COMPANYs herein represented.

Witness my hand and seal on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in San Pablo City, Laguna.

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