

**MEMORANDUM OF AGREEMENT**

(Academe-Industry Linkage for the Student Internship Program in the Philippines)

**KNOW ALL MEN BY THESE PRESENTS**:

This **MEMORANDUM OF AGREEMENT** is made and entered into by and between:

**UNIVERSITY OF MAKATI**, through the **(Indicate college/center/office),** a local government institution of higher learning established in 1972 and operating under City Council Ordinance No. 2020-059 with principal address at National Road, Barangay West Rembo, Makati City, herein represented by its Officer-in-Charge (OIC)-President and concurrent Vice President for Academic Affairs, **Dr. ELYXZUR C. RAMOS, CESE** as per BOR Resolution No. 2021-166, and hereinafter referred to as the “**UNIVERSITY**;”

-and-

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporation duly organized and existing under the laws of the Philippines, with corporate address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein represented by its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name), and hereinafter referred to as the “**INDUSTRY PARTNER;**”

The **UNIVERSITY** and the **INDUSTRY PARTNER** are individually referred to in this Agreement as a “Party” and collectively, as the “Parties.”

**WITNESSETH; That:**

**WHEREAS, the UNIVERSITY,** an established Higher Education Institution (HEI), has instituted the **Student Internship Program in the Philippines (SIPP)** under the Center for Linkages, Career Development and Placement, wherein qualified students are provided an opportunity to complement their formal learning with practical knowledge, skills and desirable attitudes, and gain hands-on experience with the **INDUSTRY PARTNER,** a recognized Host Training Establishment (HTE);

**WHEREAS, both the UNIVERSITY and the INDUSTRY PARTNER** aim to strengthen the implementation of the SIPP by establishing a harmonious collaboration to support the educational environment of student interns and train them under actual workplace conditions, to the extent possible;

**WHEREAS, the UNIVERSITY** proposes that its students be allowed to undergo internship at the **INDUSTRY PARTNER’s** facilities and offices *(Please specify here any “flexible learning” internship deployment arrangement other than full time face-to-face, such as combination/hybrid learning modalities. This part may be disregarded if deployment is just the usual face-to-face/onsite work arrangement.)* to enrich the **UNIVERSITY**’s curricula and to respond to the needs of the industry, whereby proposal was accepted/approved by the **INDUSTRY PARTNER**, subject to terms and conditions provided for in this Memorandum of Agreement;

**WHEREAS, the INDUSTRY PARTNER** agrees to accept students of the **UNIVERSITY** as interns at its various facilities and offices to provide them a venue to customize the process of technical training through employer-driven internship plans for selected student beneficiaries from the **UNIVERSITY**, hence give the **INDUSTRY PARTNER** an opportunity to contribute to the society through corporate social responsibilities;



**NOW, THEREFORE**, for and in consideration of the foregoing premises, the **UNIVERSITY** and the **INDUSTRY PARTNER** agree and stipulate the following:

**TERM**. This Agreement shall be valid for a period of one (1) year from signing thereof, subject to a renewal or extension thereof upon mutual agreement in writing by the Parties.

**CONSIDERATION.** The Parties agree that the consideration on the part of the UNIVERSITY shall be the practical education to be learned by its students in line with its primary purpose of providing education and for which it is compensated; while, for the **INDUSTRY PARTNER**, it shall be the services to be performed by UNIVERSITY’s students while receiving such practical education and the performance of its corporate social responsibility in providing the same.

**OBLIGATIONS OF THE** **PARTIES**:

1. **The UNIVERSITY** shall:
2. Designate a SIPP Coordinator from the college proponent of the HEI who will supervise the student Internship program and coordinate with the **INDUSTRY PARTNER** on all the activities under this Program;
3. Pre-select and recommend qualified students who will undergo the internship taking into consideration the requirements of the **INDUSTRY PARTNER** in terms of qualifications and number of interns needed, it being understood that only students taking courses wherein internship is an academic requirement will be recommended;
4. Submit to the **INDUSTRY PARTNER** the resumé and all other documents required under this program, which shall serve as the basis of the **INDUSTRY PARTNER** to screen, select and deploy specific students for Internship;
5. Conduct pre-internship orientation/training to student interns, as a prerequisite to deployment, on rules, proper attitude, behaviour, work ethics and work environment issues, including health and safety protocols, among others;

1. Dialogue with the **INDUSTRY PARTNER** and conduct a site visit to the internship site, as applicable, prior to deployment of student intern, to discuss mutual expectations on learning outcomes, standard rules and regulations, including health and safety protocols;
2. Monitor attendance, activities and performance, health and safety of students during internship and/or inside the internship site, as applicable;
3. Facilitate matching of job assignment with the internship course requirements for the student´s attainment of advanced standing in the program through regular interaction with the student interns and the HTE, and/or regular visits to the internship site, where applicable or possible;
4. Coach and assist student interns in resolving problems/issues encountered; 
5. Together with the students concerned, renounce and waive any claim against the **INDUSTRY PARTNER** for injury that the students may sustain or loss that they may suffer, personal or pecuniary arising from negligence in the performance of their duties and functions while under training unless the injury is caused by technical or mechanical malfunctions attributable to the fault and negligence of the **INDUSTRY PARTNER** or any of its employees or representatives. The signed Internship Consent and Agreement of the student interns, their parent/legal guardian, and their respective College representative shall be submitted to the **INDUSTRY PARTNER** prior to commencement of the internship for signature of the **INDUSTRY PARTNER** representative.
6. The **INDUSTRY PARTNER** shall:
7. Screen, select, and deploy student interns to the different offices and operating units of the HTE;
8. Designate from among the employees of the HTE a point person responsible for the implementation of all phases of the internship and will be assigned the following responsibilities:
9. Orient the student interns on the standard rules and regulations, including health and safety protocols of their establishment;
10. Serve as mentor to the student interns;
11. Give the student interns course-related work assignments and expose them to learning experience on actual operations and management;
12. Arrange a conference with the SIPP Coordinator when student intern problem arises;
13. Deploy the student interns to the different operating units of the **INDUSTRY PARTNER** for a fixed period of time which will depend upon the course taken by the student interns and as agreed upon on a case-by-case basis between the **INDUSTRY PARTNER** and **the UNIVERSITY;**
14. Adhere to all regulations regarding labour laws pertaining to student internship or learners’ programs, as well as health and safety laws;
15. Provide health and safety instructions throughout the internship period;
16. Accomplish the necessary forms as may be required by the **UNIVERSITY** in connection with the internship of their students;
17. Provide the student interns \_\_\_\_\_\_\_\_\_\_ per hour training allowance; *(optional)*
18. Assess the student interns based on the tasks assigned at the end of the training period and provide duly accomplished evaluation sheet to the **UNIVERSITY**;\
19. Issue Certificate of Completion to student interns who successfully finished and passed their training under this program;
20. Adopt and enforce rules that will govern the conduct of the program. Said rules shall be made known to the **UNIVERSITY** and student interns before the start of the training.
21. Under this Memorandum of Agreement, the following terms and conditions are likewise included:
22. It is expressly understood that there will be no employer-employee relationship between the **INDUSTRY PARTNER** and the student intern of the **UNIVERSITY.**
23. The student interns will be personally responsible for any and all liabilities for damage to property or injury to third persons, which may be occasioned by their intentional or negligent acts in the course of their internship.
24. The student interns and the **UNIVERSITY** shall abide by the **INDUSTRY PARTNER’s** rules and regulations and comply with those imposed for the program, otherwise they shall be excluded from further participation such as attendance and performance policy violations.
25. Both Parties shall exert all efforts necessary to achieve the objectives of this joint undertaking.
26. Neither of the Parties shall be liable in any way for the failure to observe or perform any provision of this Agreement if such failure shall be caused by any law, rule or regulation of any constituted public authority or shall be due to any cause beyond the control of the Party in default.
27. Materials and information acquired and shared through this program will be treated with strict confidentiality.

**CONFIDENTIALITY AGREEMENT.** Each Party agrees that it, and its employees, officers, directors, students, and representatives will hold all information, documentation, data or know-how disclosed by the other Party in confidence, and will not disclose to any third Party or use said information or any part thereof without such other Party’s prior written approval. This provision shall survive the termination of this Agreement.

**DATA PRIVACY.** In the event that either Party receives personal information as defined in the Data Privacy Act of 2012 (the “Act”) of the Republic of the Philippines, both Parties shall ensure full compliance with the provisions of the Act and that such personal information will only be used to perform their obligations under this Agreement.

Both Parties shall obtain written consent from the other Party prior to disclosing, either inside or outside the Republic of the Philippines, any personal information provided by the other Party.

Both Parties shall undertake to advise the other Party immediately of any breach of the obligations set out in this provision, employ their best endeavors to remedy that breach as soon as possible and advise the other Party that they have done so. The guilty Party shall indemnify the aggrieved Party for any violation or breach of the Act which renders the aggrieved Party liable for any costs, claims, or expenses.

**WARRANTIES**

The Parties represent and warrant to each other that:

* The execution, delivery and performance of this Agreement have been duly authorised or ratified by their respective entities or officers, and all necessary corporate or legislative actions will not result in any breach or violation of any of its existing charter documents, contracts, licences, permits and authorizations, except as otherwise disclosed herein;
* This Agreement, when executed, constitutes a valid and binding obligation of the Parties and shall be enforceable in accordance with its terms; and
* All authorizations, licences resolutions and consents from their respective governmental authorities, as required by law in respect of the execution and performance of this Agreement have been duly taken, and shall be kept valid and effective by the Parties during the term of this Agreement.

**AMENDMENTS, TERMINATION AND EFFECTIVITY**

Either Party may mutually agree to propose amendments to this Agreement in writing in order to effectively carry out the objectives established under this Agreement.

This Memorandum of Agreement shall take effect upon signing and will continue until the lapse of its term, unless terminated by either Party by giving the other Party a written notice of its intention to terminate the agreement at least thirty (30) days prior to the intended date of termination.

**IN WITNESS WHEREOF**, the Parties hereto have signed this Memorandum of Agreement on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**UNIVERSITY OF MAKATI (WRITE FULL NAME OF HOST**

**TRAINING ESTABLISHMENT)**

By: By:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Dr. ELYXZUR C. RAMOS, CESE (Write Full Name of Main Signatory)**

OIC-President *concurrent*  (Write Position)

Vice President for Academic Affairs

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Write Full Name of College Dean (Write Full Name of Representative)**

Dean, (Indicate college) (Write Position)

**A C K N O W L E D G M E N T**

REPUBLIC OF THE PHILIPPINES )

MAKATI CITY ) S.S.

BEFORE ME, a Notary Public for and in Makati City, 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** |
| --- | --- | --- |
| **ELYXZUR C. RAMOS** | Philippine Passport  P4401920B | 16 January 2020  Manila |
| (Write Full Name of Industry Partner’s Main Signatory) | (Write Government-issued  ID type and number) | (Write Government-issued ID date and place issued) |

Known to me and to me known to be the same persons who executed this foregoing Memorandum of Agreement, consisting of six (6) pages including this page, and acknowledged to me that the same is their and voluntary act and deed of the entities they respectively represent.

WITNESS BY MY HAND AND SEAL on the day and place herein above mentioned.

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

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

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

Series No.\_\_\_\_\_\_