**MEMORANDUM OF AGREEMENT**

**STUDENT INTERNSHIP**

This Memorandum of Agreement made and executed between:

**UNIVERSITY OF SANTO TOMAS**, a non-stock, non-profit educational institution, duly organized and existing under Philippine Laws with office/business address at España Blvd. Sampaloc, Manila represented herein by **PROF. CHERYL R. PERALTA, DrPH,** hereinafter referred to as the **UNIVERSITY**.

and

**(COMPANY NAME),** a domestic corporation duly organized and existing under Philippine Laws with office/business address at **(company address)**, represented herein by **(COMPANY REPRESENTATIVE)**, hereinafter referred to as the **COMPANY**.

Witnesseth that:

**WHEREAS**, the curriculum for the degree Bachelor of Science in the field of Information and Computing Sciences (Computer Science, Information Technology, Information Systems) in the **UNIVERSITY** includes student internship program for its students, so as to afford them experience in an actual work environment and to augment their formal training;

**WHEREAS**, the **COMPANY** supports this program and is willing to give the students of the **UNIVERSITY**, currently enrolled in the Institute of Information and Computing Sciences course related work assignments and expose them to actual learning experiences;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereby bind themselves to undertake this Agreement, under the following terms and conditions:

1. The duration of the program shall be equivalent to **250-500** working hours unless otherwise agreed upon by the COMPANY and the UNIVERSITY;
2. The UNIVERSITY shall be responsible for enrolling and briefing the student-trainees who intend to conduct student internship in the COMPANY as part of the UNIVERSITY’s curriculum;

1. The UNIVERSITY shall provide the student trainees the basic orientation on work values, behaviour, and discipline to ensure smooth cooperation with the COMPANY;
2. The UNIVERSITY shall provide the COMPANY information on the complementary knowledge, skills, and attitudes the student-trainees are expected to imbibe during the internship as aligned to its Information and Computing Sciences program outcomes.
3. The UNIVERSITY shall provide a Faculty Coordinator to periodically monitor the performance of the student-trainee during the internship period and to give the final grade to the student-trainee based on the results of assessment required by the course and that of COMPANY.

1. The UNIVERSITY shall withdraw a student-trainee who is found to have misbehaved and/or act in defiance to existing standards, rules, and regulations of the COMPANY and impose necessary university sanctions to the said student-trainee;
2. The COMPANY, after conducting its own screening process, shall commit to take in qualified student-trainees from the UNIVERSITY for internship or training purposes starting Academic Year 2017-2018, subject to a periodic review as required and/or requested. Both parties shall have the right to terminate this agreement for just cause within thirty (30) days prior formal written notice to the other party.
3. The COMPANY shall provide free relevant instruction and training to the student-trainees, consistent with its policies, rules and regulations. It shall treat the student in a professional manner, and shall not subject him/her to tasks and work assignments that are risky, dangerous or unrelated to the purpose of this Agreement;
4. There shall be no employer-employee relationship between the COMPANY and the student-trainee. As student-trainee, he/she shall not be entitled to the compensation/benefits accorded to an employee. However, the company may, on its own generosity, grant the TRAINEE a daily allowance, in accordance with the COMPANY’s existing rules and regulations;
5. The COMPANY is not obliged to employ student-trainee upon completion of the training. However, the COMPANY, upon consultation with the UNIVERSITY, may request qualified students to submit themselves to examinations, interviews, and file pertinent documents to support their employment application;
6. The student-trainee shall be personally responsible for any and all liabilities arising from gross negligence in the performance of his/her duties and functions while under training;
7. The parties shall not divulge any information that it may have access to, and any such information will only be used for academic purposes.
   1. Pledge not to divulge to any third party, or to use for any purpose other than the purpose permitted by COMPANY, any and all information or knowledge concerning the facilities, equipment, operating method, etc. of the COMPANY that become known upon entering the place and facilities of the COMPANY with the permission of the COMPANY; and
   2. Pledge not to assert or declare any rights, including filing an application for industrial property rights, such as inventions and designs, based on the information and knowledge that become known to the UNIVERSITY.
8. During the training period, the COMPANY shall assess the student’s performance in accordance with its reasonable expectations and instructions, and shall complete and return a Student Performance Rubric Form to the assigned Faculty Coordinator. The COMPANY shall also provide a Certificate of Completion certifying the number of hours completed by the student-trainee.
9. Both parties shall have the right to pre-terminate the Internship if:
10. the TRAINEE violates the rules and regulations of the COMPANY, or if there is serious misconduct;

b. the COMPANY does not provide the kind of responsible training as agreed upon;

c. there is any violation of the foregoing covenants that will warrant the cancellation of this Agreement;

PROVIDED, that the terminating party shall formally inform the Faculty Coordinator of the grievance before any decision to terminate is made and finalized. The Faculty Coordinator shall intervene in order to rectify the situation in the interest of all parties concerned.

1. Appropriate waivers should be signed by the students and their parents in favour of the UNIVERSITY and the COMPANY in relation to any loss, damage, injury, accident or death that may happen to the student-trainee during the training period unless such loss, damage, injury, accident or death resulted from the fault or gross negligence of the UNIVERSITY and/or the COMPANY.
2. 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.

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

**UNIVERSITY OF SANTO TOMAS**  **COMPANY NAME**

**PROF. CHERYL R. PERALTA, DrPH** **COMPANY REPRESENTATIVE**

Vice-Rector for Academic Affairs Position

**EC 2593276**

**31 October, 2014**

**DFA/NCR West**

Passport No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Passport No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place of Issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place of Issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

**ASST. PROF. JERRALYN T. PADUA COMPANY WITNESS** (Name)

*Acting Director,*  *Position*

*Institute of Information and Computing Sciences*

**ACKNOWLEDGEMENT**

Before me, a Notary Public in the City of Manila, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with Community Tax Certificates indicated above, 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 institutions herein represented.

Witness my hand and seal on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_ in Manila.

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

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

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

Series of \_\_\_\_\_\_\_\_\_\_\_\_\_: