**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement (“Agreement”) is entered into on this day \_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between:

**Bulacan State University**, a government institution of higher learning duly organized and existing under R.A. 11980 s. 2024, with office address at Barangay Guinhawa, City of Malolos, Bulacan, represented herein by its University President, **DR. TEODY C. SAN ANDRES**, hereinafter referred to as the “**Higher Education Institution** (**HEI)”;**

-and-

**Nimbustechnologies Inc**, a duly registered System Integrator organized and existing in accordance with Philippine laws, with office address **at 4/F, BJS Building 1869 P, Domingo, St, Makati 1206 Metro Manila** represented herein by its Head of Sales and Marketing, Mr Jose Mari Santiago and hereinafter referred to as the “**Host Training Establishment** (**HTE**)”.

**WITNESSETH:**

**WHEREAS,** the mandate of the **HEI** is to provide higher professional/technical and special purposes, advance studies and progressive leadership in Engineering, Architecture, Education, Arts and Science, Fine Arts, Information Technology, Technical courses, etc., and to promote higher learning that will generate livelihood opportunities for its students;

**WHEREAS,** pursuant to this mandate, the **HEI** believes in the holistic training of its students whereby learning is not only confined to the four walls of the classroom, but also in the immersion of the students in actual work environment by way of Student Internship Program (SIP);

**WHEREAS,** pursuant to this mandate, the **HEI** has instituted the Career Development and Student Internship Program under which students are adequately exposed and immersed in actual work environment to enable them acquire the necessary training, knowledge, skills, attitudes and values beyond the reach of classroom instruction;

**WHEREAS,** the **HEI** requires its students to undergo Student Internship Program (SIP) to complete their respective degrees/courses;

**WHEREAS,** the **HTE,** in furtherance of its corporate social responsibility, is willing to open its door, in partnership with different colleges and universities, to students who want to immerse themselves in actual work environment in preparation for their greater role as skilled workers or as professionals;

**WHEREAS,** in the spirit of mutual cooperation with the **HEI,** the **HTE** shall accept students from the **HEI** as interns in order to forge a strong academe-industry linkage and complement existing course curricula to meet industry demands.

**NOW, THEREFORE,** for and in consideration of the foregoing premises, the **Parties** hereby agree as follows:

1. **TERM**

This Agreement shall be for (duration) to start from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_ unless sooner terminated by either Party by giving thirty (30) days written notice to the other Party.

1. **ACTIVITIES**
   1. The **HEI** shall, with the cooperation of **HTE**, be primarily responsible for implementing the Student Internship Program (SIP);
   2. The **HEI** acknowledges that **HTE**’s participation in the implementation of the program is solely an act of liberality on its part.
2. **OBLIGATIONS OF THE HEI**

The **HEI** shall:

* 1. Assign personnel who shall be responsible in implementing the program and ensuring that the student-interns observe the rules and regulations of **HTE** at all times;
  2. Be responsible for briefing the student-interns who intend to undergo practicum exposure in the **HTE**’s field of expertise, line of business or nature of industry;
  3. Provide the student-interns basic orientation on work ethics, behavior, and discipline to ensure smooth transition and cooperation with the **HTE**;
  4. Recommend only qualified student-interns as defined in Section 5 hereof to participate in the program;
  5. Through the assigned personnel, ensure that the student-interns complete the agreed scope of work satisfactorily within the agreed duration of the program; and
  6. Voluntarily withdraw a student-intern, who is found to misbehave and/or act in defiance of the existing standards, rules, and regulations of the **HTE** and shall impose necessary university sanction/s on the said student-intern as provided in the student handbook.

1. **OBLIGATIONS OF THE HTE**

The **HTE** shall:

* 1. Commit to take in the recommended student-interns consistent with the requirements of the **HEI;**
  2. Undertake the selection process of the recommended student-interns in adherence to **HEI’s** policies and guidelines in recruitment and selection for this purpose;
  3. Provide the student-interns with appropriate orientation about the company and the job description;
  4. Not be responsible in any manner for any accident or personal injury including death, which may be suffered by any student-intern, nor for any injury, loss or damage to third parties arising from or in connection with fault or negligence of the student-intern during the course of the internship;
  5. Indemnify and hold harmless the **HEI**, its officers or employees from and against any liabilities, damages, claims, suits of all kinds, and costs and expenses arising from the performance of its obligations under this Agreement, except if such liabilities, damages, claims, suits, costs and expenses are due to the gross negligence or intentional breach by the **HEI** of this Agreement;
  6. Ensure that student-interns undergo formal training program related to their course and consistent with its policies, rules, and regulations;
  7. Provide the student-intern a professional working environment and shall not subject him/her to tasks and work assignments that are risky, dangerous, or otherwise irrelevant to the purpose of the student internship program;
  8. Ensure that its employees or personnel shall not commit any act inimical to the interest of the student-interns;
  9. Designate a team member or coordinator whom the **HEI** can coordinate with through the faculty adviser or coordinator regarding the various activities related to the program;
  10. Assign an immediate supervisor who shall monitor and discuss with the student-intern the latter’s performance on a regular basis for the duration of the program;
  11. Accomplish the monthly and term-end evaluation form and discuss with the student-interns the results of the performance evaluation; and
  12. Issue Certificate of Completion to the student-interns upon fulfillment of all the requirements of the program.

1. **QUALIFICATIONS** 
   1. The **HEI** shall send student-interns to the Program who are:
      1. currently enrolled in any of its three (3), four (4) or five (5)-year degree program;
      2. compliant with the standards set by the **HEI** and must not have been subject to disciplinary proceedings by the **HEI** or elsewhere;
      3. of legal age and/or have garnered academic units required to be in the program;
      4. medically/psychologically cleared and fit to perform the tasks to be assigned by virtue of this agreement;
      5. of good moral character as certified by the Office of Student Affairs; and
      6. compliant with all the reasonable requirements of the **HTE.**
2. **SAFETY OF STUDENT INTERNS**
   1. Neither shall unlawfully discriminate against any faculty, personnel, and students on the basis of race, ethnicity, age, gender, religion, sexual orientation, gender identity, gender expression, disability, economic status, and other diverse backgrounds.
3. **INTELLECTUAL PROPERTY RIGHTS**
   1. Either Party acknowledges that the other Partyowns all intellectual property rights over any trademark, trade name or other intellectual property belonging to it.
   2. The **HTE** shall not cause or attempt to create, assert, or register any intellectual property independently created by the student-intern during the period covered by the program and shall be exclusively owned by the student-intern, unless the **HTE** provided financial or other means to support the creation of the same. The ownership of the said intellectual property shall be determined by agreement of the parties which shall be embodied in a separate written agreement.
   3. Any intellectual property owned by the **Parties** prior to this Agreement shall continue to be owned by them. Any use or attempt to use the same requires express written approval of the **Parties**.
4. **NON-DISCRIMINATION**
   1. Neither shall unlawfully discriminate against any faculty, personnel, and students on the basis of race, ethnicity, age, gender, religion, sexual orientation, gender identity, gender expression, disability, economic status, and other diverse backgrounds.
5. **CONFIDENTIALITY**
   1. Neither Party shall disclose to, or use to its own benefit or permit the use by its faculty, personnel, or students any Confidential Information that may be learned in the conduct of training and activities training, except strictly on a need-to-know basis and as may be necessary for the performance of said Party’s obligations under this Agreement. Pursuant to this Confidential Agreement, “Confidential Information” is understood and treated as business and technical information or data, which either Party may have furnished the other in connection with this Agreement;
   2. The **Parties** shall take all necessary precautions to prevent any unauthorized disclosures or use of Confidential Information by any faculty, personnel, or student. The obligation of confidentiality and restricted use of Confidential Information shall survive the termination of this Agreement for a period of one (1) year from the date of its termination;
   3. Both **Parties** shall comply with the Data Privacy Act of 2012, including its Implementing Rules and Regulations, and other related laws. The **HTE** shall be obliged to protect the privacy and security of all personal data of the **HEI’s** personnel and students. The **HEI** shall ensure that its personnel and students shall not use the personal data of the **HTE’s** personnel without its consent.
6. **INDEMNITY**
   1. Each party shall exert their good effort to amicably settle internally any dispute that may arise from this Agreement and shall resolve the same by employing practicable and reasonable means as may be deemed necessary.
7. **RELATIONSHIP OF PARTIES**
   1. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employee-employer relationship between the **HEI** and **HTE** and the student-interns. As student-interns, they shall not be entitled to compensation or benefits accorded to an employee unless the **HTE** through its goodwill, will provide remuneration to the student-interns. However, the **HTE** may grant the student-intern training allowance. The **HTE** is not under obligation to hire the student-intern as employee after the internship program but it may give priority to them in its hiring program.
8. **SEVERABILITY CLAUSE**
   1. Should any provision of this Agreement be declared null, void, or unenforceable by any competent government agency or court, this shall not affect the other provisions of this Agreement, which are capable of severance and which will continue unaffected. The Parties agree that any provision declared, null, void, or unenforceable by any competent government agency or court shall be replaced with valid or enforceable provisions as closely aligned with the original intent of the Parties as possible.
9. **EFFECTIVITY, MODIFICATION AND TERMINATION**

10.1 This Agreement shall take effect upon signing hereof. Any provision of this Agreement may not be amended, modified or terminated except by mutual consent of both **Parties** subject to thirty-day (30) prior written notice to the other Party.

**IN WITNESS WHEREOF,** the **Parties** have hereunto set their hands this \_\_\_ day of \_\_\_\_\_\_\_ 2023 at City of Malolos, Bulacan, Philippines.

**BULACAN STATE UNIVERSITY**  **NIMBUS TECHNOLOGIES,INC**.

by: by:

**DR. TEODY C. SAN ANDRES MR. JOSE MARI SANTIAGO**

**University President Head Sales & Marketing**

**WITNESSES**

**Prof. Bobby D.G Lopez**  **GRAZEL ANNE SORIANO**

**Dean Intern Supervisor**

**Maria Cristina Boton, MAT ENGR. LORIELLI MAE LADIA**

**SIP Coordinator Witness from the company**

**MA. ADORA C. TIGNO, RGC**

**Head, CarDSIS**

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES

Bustos

Province of Bulacan

On this \_\_\_\_th day of \_\_\_\_\_\_\_\_\_, personally appeared before me, a Notary Public in and for the City of Malolos, the following persons:

|  |  |  |  |
| --- | --- | --- | --- |
| **NAME** | **VALID ID** | **DATE ISSUED** | **PLACE ISSUED** |
| **Teody C. San Andres** | BSU ID #95-0280 | 1995 | City of Malolos, Bulacan |
| **Jose Mari Santiago** | #2022-004 | 2001 | City of Makati,Metro Manila |
| **Bobby D.G Lopez** |  |  |  |
| **Grazel Anne Soriano** | PHILSYS ID 3612-0624-9758-6983 | 2023 | City of Caloocan |
| **Maria Cristina S.Boton** | BSU-ID# 02-00124 | 2001 | City of Malolos,Bulacan |
| **Engr. Lorielli Mae Ladia** | #2024-004 | 2024 | City of Makati ,Metro Manila |
| **Ma. Adora C. Tigno** | BSU ID#99-0184 | 1999 | City of Malolos, Bulacan |

are known to me to be the same persons who executed the foregoing document and acknowledged to me that the same is their own free act and voluntary deed.

This document consisting of seven (7) pages including this whereon the acknowledgment is written has been signed by the parties and their witnesses on each and every page thereof and relates to a Memorandum of Agreement.

**IN WITNESSWHERE OF**, I hereunto sign this document and affix my seal of office on date and place aforementioned.

**NOTARY PUBLIC**

Until\_\_\_\_\_\_\_\_\_

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

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

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

Series of 2023.