

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

This Memorandum of Agreement made and entered into by and between:

The **UNIVERSITY OF CALOOCAN CITY**, a locally funded public university created and existing under the laws of the Philippines, with principal address at Biglang Awa corner Cattleya St., EDSA, Caloocan City and represented by its Vice- President for Academic Affairs, Atty. Roderick P. Vera, and hereinafter referred to as the "**UNIVERSITY**";

-and-

The **LAND TRANSPORTATION OFFICE** a duly registered Government Office created and existing under the laws of the Republic of the Philippines, with main office address at Annex Building, Sugar Center Compound, North Ave. Dilliman, Quezon City, Metro Manila herein represented by its Administrative Officer IV, **LADIE LYN G. FUDERANAN** referred to as the "**LAND TRANSPORTATION OFFICE**".

WITNESSETH THAT:

WHEREAS, the **UNIVERSITY** is a duly recognized higher education institution which offers **Bachelor of Science in Office Administration**, with a curriculum requirement that the students enrolled therein undergo an **Internship Program (OJT)** where qualified students will undergo industry exposure prior to their graduation in order to become adequately familiar to the actual industry operations and management, thereby augmenting their formal training;

WHEREAS, **LAND TRANSPORTATION OFFICE** supports the **Internship Program** of the **UNIVERSITY**, and agrees to accept and accommodate the qualified students of the College of Business and Accountancy of the **UNIVERSITY**; and,

WHEREAS, the **UNIVERSITY** and **LAND TRANSPORTATION OFFICE** shall endeavor to ensure that the **Internship Program** will forge strong academic-industry linkage between them and that it will complement existing course curricula to match industry demand.

NOW, THEREFORE, for and in consideration of the foregoing premises, the **UNIVERSITY** and **LAND TRANSPORTATION OFFICE** do hereby agree and stipulate on the following:

A. The **UNIVERSITY** shall:

1. Recommend qualified students who will undergo the **Internship Program** taking into consideration the requirements of **LAND TRANSPORTATION OFFICE** in terms of qualification and the number of students;
2. Submit the documents required for the **Internship Program** to **LAND TRANSPORTATION OFFICE**; and,
3. Together with the student and parents concerned, renounce and waive any claim against **LAND TRANSPORTATION OFFICE** for any injury that the student-trainee **HARLENE MAYE N. NONESA, JOHN ERICSON S. RAMOS** and **NAARAH CAY M. SANTIAGO** may sustain or any loss that they may suffer, personal, or pecuniary, arising from the negligence in the performance of their duties and functions while under training, except those which may arise from the willful or negligent act or omission of **LAND TRANSPORTATION OFFICE** its officials, employees, representatives or agents.

B. THE **LAND TRANSPORTATION OFFICE** shall:

1. Deploy the interns to the different operating units of **LAND TRANSPORTATION OFFICE** (as stated in the Recommendation Letter) for a period of **150 Hours**, unless extended or terminated upon a written agreement between the **UNIVERSITY** and **LAND TRANSPORTATION OFFICE**.
2. Assign personnel who shall orient the interns on the rules and regulations of the **LAND TRANSPORTATION OFFICE** especially on such matters which pertain to safety and security precautions, and who shall monitor and supervise the interns;
3. Involve the interns in activities and tasks to develop their work attitude and creative abilities to become professional employees based on the areas stated in the Recommendation Letter;
4. Enforce such rules and regulations that will apply in the conduct of the **Internship Program** within its premises. These rules and regulations shall be made known to the **UNIVERSITY** and to the interns;
5. Accomplish the necessary forms (e.g. Acceptance Form, Accomplishment Reports, Performance Evaluation Report) required by the **UNIVERSITY**, in connection with the training requirements of the interns; and,
6. Issue a Certificate of Completion to each intern upon fulfillment of all the training requirements.

C. OTHER TERMS AND CONDITIONS.

1. It is expressly understood that there will be no employer-employee relationship between **LAND TRANSPORTATION OFFICE** and the interns of the **UNIVERSITY**.
2. The interns **LAND TRANSPORTATION OFFICE** rules and regulations and those imposed under the **Internship Program**; otherwise, he/she shall be excluded from further participation

3. It is expressly understood by the UNIVERSITY, and the interns that all information on technology, process, process standards, quality assurance methodologies, quality standards, production capabilities, marketing, finance and all other related documents, manuals, and operational or technical matters that LAND TRANSPORTATION OFFICE shall make available to them shall be used for the sole purpose of internship training. All of these matters are classified as confidential in nature and proprietary LAND TRANSPORTATION OFFICE and the interns hereby undertake to prevent transfer of such information by any of its members to any party outside LAND TRANSPORTATION OFFICE without the knowledge and written consent of LAND TRANSPORTATION OFFICE;
4. Any intellectual property owned by the parties prior to this agreement shall continue to be LAND TRANSPORTATION OFFICE. The student interns cannot use any confidential information or data from LAND TRANSPORTATION OFFICE to create intellectual property without the express written approval of LAND TRANSPORTATION OFFICE;
5. The UNIVERSITY and interns agree that any invention, publication or proprietary information the interns developed during his internship with LAND TRANSPORTATION OFFICE shall be LAND TRANSPORTATION OFFICE property, and to evidence such ownership, the UNIVERSITY and intern agree to execute the corresponding assignments and patent applications as LAND TRANSPORTATION OFFICE requests.
6. This Agreement shall take effect immediately upon the signing hereof and shall continue to be effective until the accomplishment of the purpose stated herein, provided, however, that any of the terms and conditions in this Agreement may be amended through a written agreement mutually consented and agreed upon by both parties; provided further that LAND TRANSPORTATION OFFICE and the UNIVERSITY reserve their right to withdraw their participation in this Agreement upon a written notice to the other and upon mutual terms and conditions agreed upon by both parties herein.

IN WITNESS WHEREOF, the parties have here to set their hands and affixed their signatures on this 15th day of April 2023, at University of Caloocan City, Philippines.

UNIVERSITY OF CALOOCAN CITY

By:

ATTY. RODERICK P. VERA
Vice President for Academic Affairs

DR. SHIRLEY SARAGCON
CBA Dean

LAND TRANSPORTATION OFFICE

By:

LADIE LYN G. FUDERANAN
Administrative Officer IV

WITNESSES:

JOVEN DI CORETA
Administrative Aide I

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CALOOCAN CITY) S.S.

BEFORE ME, a Notary Public for and in Caloocan City, Philippines, this day of _____, personally appeared the following:

Name
ATTY. RODERICK P. VERA
LADIE LYN G. FUDERANAN

I.D. No.
UCC-ID
LTO ID

Date and Place of Issue
Caloocan City
Quezon City

Known to me and to me known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and of the entities they respectively represent.

This instrument refers to a Memorandum of Agreement consisting of two (2) pages, including this page where this Acknowledgement is written, and has been signed by the parties and their witnesses.

WITNESS MY HAND AND SEAL, on the date and at a place first above written.

Doc. No.: ____;
Page No. : ____;
Book No.: ____;
Series of 2022