

## ACCESS COMPUTER AND TECHNICAL COLLEGES

### MEMORANDUM OF MUTUAL UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding is made and entered into at Quezon City, Philippines, by and between:

The Land Transportation Office, a publicly/privately owned company duly organized and existing under the laws of the Philippines, with its office address at East Avenue Diliman Quezon City, herein represented by Ms. Ladie Lyn G. Fuderanan, Administrative Officer IV, who is duly authorized to represent it in this transaction, hereinafter referred to as the COMPANY.

-and-

The ACCESS Computer & Technical Colleges, an educational institution duly organized and existing under the laws of the Philippines, with office address at 2F & 3F Access Main Building, C.M. Recto Ave. cor. Quezon Blvd., Manila, Philippines, by its Training Coordinator, Ms. Vilma M. Cacho, LPT, MaEd, who is duly authorized to represent it in this transaction, herein referred to as the SCHOOL.

- WITNESSETH: that-

WHEREAS, the COMPANY has instituted the STUDENT INTERNSHIP PROGRAM (also known as On-the-Job Training Course) wherein the students pursuing the Bachelor of Science in Business Administration program undergo 300 hours on-the-job training at the company facilities and offices, provide training ground /opportunities to the following student/s: who are required by their School to undergo Actual Training practice or job exposure as a pre-requisite for graduation;

WHEREAS, the COMPANY in these trying times shall practice and implement Health Protocols imposed by the Department of Health and that the trusted students are under their supervisions in the observance of health precautions;

WHEREAS, the SCHOOL and its students under the Bachelor of Science in Business Administration program are required to undergo on-the-job training or practice for **300 hours**. The COMPANY shall issue **certificate of training** and **evaluate their performance** after they completed the required number of training hours.

WHEREAS, the SCHOOL proposes that its students be allowed to undergo practice or on-the-job training at the COMPANY's facilities and offices, which proposal has accepted/ approved by the latter, subject to the terms and conditions provided for in this Memorandum of Understanding.

WHEREAS, the SCHOOL in these trying times, issues requirements to its student in the observance of health protocols while on their training ground.

NOW, THEREFORE for and in condition of the foregoing premises, the COMPANY and the SCHOOL do hereby agree and stipulate the following:

A. The COMPANY shall:

1. Screen, select and deploy to the different offices and operating units of the COMPANY students recommended by the SCHOOL to undergo on-the-job training under the STUDENT INTERNSHIP PROGRAM.
2. Assign personnel to take charge and supervise the on-the-job training of students, it is being understood that they will be required to perform duties and functions along their areas of speculations;
3. Accomplish the necessary forms required by the SCHOOL in connection with the on-the-job training of their students;

4. Issue certificates of completion to students who successfully finish their training under this program;
5. Adopt and enforce rules that will govern the conduct of the program. Said rules shall be made know to the SCHOOL and student trainees before the start of the training.
6. To report to the SCHOOL any misbehavior, issues or complaint involving the Student-Trainee.
7. The Company shall not be obliged to pay the student-Trainee any salary allowances, per diem or other remuneration during the entire period of the internship program.
8. The students/trainees shall observe health protocols while on their training ground.

B. The SCHOOL shall:

1. Pre-select and recommend students who will undergo on-the-job training under the STUDENT INTERNSHIP PROGRAM, it being understood that only students taking courses wherein this training is an academic requirement for graduation will be recommended.
2. Designate a Program Coordinator who will coordinate with the COMPANY regarding the various activities under this program.
3. Submit to the COMPANY whatever documents are required under this program.
4. Together with the students and parents concerned, renounce and waive any claims against the COMPANY for any injury that the students may sustain, or loss that they may suffer, personal or pecuniary, sickness due to negligence in the observance of health protocols in the performance of their duties and functions while under training.
5. Hold the COMPANY free of any claims or suit and shall forever defend the COMPANY from any such claim or suit whatsoever in connection with this Agreement.
6. The SCHOOL shall provide the **EVALUATION SHEET** to be filled out by the COMPANY representative, reflecting the performance of the student-Trainee.

C. The COMPANY and the SCHOOL further agree that:

1. It is expressly understood that there will be no employer-employee relationship between the COMPANY and the student-trainees of the SCHOOL.
2. The student-trainees 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 while in the course of their training.
3. The student-trainees and the SCHOOL Program Coordinator shall abide by the COMPANY's rules and regulations and comply with those imposed for the program; otherwise they shall be excluded from further participation.
4. The COMPANY reserves the right to discontinue the on the-job training of any student-trainee upon prior written notice to the SCHOOL.
5. The SCHOOL may pull out any students from the STUDENTS INTERNSHIP PROGRAM upon prior written notice to the COMPANY.



D. Duration

This Agreement shall take effect immediately upon signing hereof and shall continue to be in force and effect until such time that any one of the parties withdraw from this Agreement should notify the other party thru written notice 30 days prior.

IN WITNESS WHEREOF, the parties hereto have signed this presents on this SEP 08 2022 day of SEP 08 2022, at Quezon City, Philippines.

Vilma M. Cacho, LPT, MaEd

ACCESS Computer & Technical Colleges  
Training Coordinator

LADIE LYN G. FUDERANAN

OIC, Human Resource Development Section  
LTO, Land Transportation Office

Republic of the Philippines)  
Quezon City, Metro Manila) s.s

Before me, a Notary Public for and in QUEZON CITY this day of SEP 08 2022, personally appeared:

ACCESS Computer & Technical Colleges

School

Company

All known to me and to be known to be the same persons who executed the foregoing Memorandum of Understand, consisting of two (2) pages, signed by them and their witness, and they acknowledge that the same is their voluntary act and deed and also of those whom they represent.

WITNESS MY HAND AND SEAL

DOC. NO. 316:  
PAGE NO. 65:  
BOOK NO. VIII:  
SERIES of 2022

**ROMMEL P. BAUTISTA**

NOTARY PUBLIC

Commission No. 027/Extended until December 31, 2022

78 Kabalitang St. Brgy. Krus na Ligas

Diliman, Quezon City

PTR No. 2463474 / 01-03-2022 / Quezon City

IBP No. 174171 / 01-03-2022 / Quezon City

Roll of Attorneys No. 69923/TIN No. 149-407-786

MCLE Compliance No. VII-0002194; 01-23-2020

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OIC, Human Resource Development Section  
LTO, Land Transportation Office

Republic of the Philippines)  
Quezon City, Metro Manila) s.s

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ACCESS Computer & Technical Colleges

School

Company

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WITNESS MY HAND AND SEAL

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