

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement") is made and executed by and between:

STI COLLEGE SAN JOSE DEL MONTE a private educational institution owned and operated by **STI Education Services Group, Inc.**, a corporation duly organized and existing pursuant to the laws of the Republic of the Philippines, with office address at STI Academic Center, Quirino Highway, Tungkong Mangga, San Jose Del Monte City, 3023 Bulacan, represented herein by **Ms. Joan Cheryl G. Lawag**, in her capacity as School Administrator and hereinafter referred to as "**STI College San Jose Del Monte**";

– and –

LAND TRANSPORTATION OFFICE - EAST AVENUE a local government duly organized and existing pursuant to the laws of the Republic of the Philippines, with address and location at East Avenue, Quezon City, 1100, Quezon City, Metro Manila, Philippines represented herein **Ms. Ladie Lyn G. Fuderanan** in her capacity as the OIC, Human Resources Development Section and hereinafter referred to as the "**HOST TRAINING ESTABLISHMENT**".

STI College San Jose Del Monte and **LAND TRANSPORTATION OFFICE - EAST AVENUE** are individually referred to as a "**Party**" and jointly to as "**Parties**".

WITNESSETH THAT:

WHEREAS, STI College San Jose Del Monte is a private educational institution which provides formal tertiary level educational training to its students with a view towards facilitating their eventual employment;

WHEREAS, part of STI College San Jose Del Monte's program is for its students and graduates participate in and be exposed to events that will help promote and fulfill the above objective subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Host Training Establishment is engaged in the IT DEPARTMENT;

WHEREAS, the Host Training Establishment has represented to STI College San Jose Del Monte that the Host Training Establishment has the requisite experience, expertise, manpower and capital to strictly perform its obligations under this Agreement and in accordance with its terms and conditions;

WHEREAS, STI College San Jose Del Monte and the Host Training Establishment share a common vision and goal of improving the skills and training of young individuals to enhance their qualification for employment in the industry through a linkage program wherein the Host Training Establishment provides training opportunities to STI students, as the case may be;

WHEREAS, STI College San Jose Del Monte and the Host Training Establishment intend to utilize their complementary strengths in order to promote technology in education, whenever applicable and justifiable;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and undertakings provided hereunder, the Parties have agreed as follows:

ARTICLE I
RESPONSIBILITIES OF STI COLLEGE SAN JOSE DEL MONTE

STI College San Jose Del Monte shall:

1. Ensure compliance with all the provisions of the Commission on Higher Education Memorandum Order No. 18, Series of 2021, otherwise known as the Guidelines on the Conduct of Practicum Activities for Bachelor of Science in Information Technology (BSIT), a copy of which is attached herein, on limited on-site practicum activities to ensure the safety of students undergoing practicum training.
2. Designate an On-The-Job (OJT) Adviser who shall act for and on behalf of STI College San Jose Del Monte in all matters relevant and connected to the OJT Program. The scope of the OJT Adviser's tasks includes, but are not limited to, the following:
 - 2.1. Collaborate with the Host Training Establishment and the student-trainee in the finalization of the OJT Training Plan. The OJT Training Plan should include competencies that the student-trainee should acquire, corresponding tasks, schedule, and expectations;
 - 2.2. Monitor the progress of the training, requiring the student-trainee to report their activities regularly;
 - 2.3. Conduct regular on-site visits to the Host Training Establishment, prior to the start and towards the end of the training;
 - 2.4. Observe the student-trainee at work with the Host Training Establishment's approval;
 - 2.5. Meet with On-Site Supervisor and OJT Coordinator as needed; and
 - 2.6. Schedule deadlines for quarterly submissions of the student-trainee's reports.
3. Endorse student-trainee candidates through the OJT Coordinator for On-the-Job Training as requested by the Host Training Establishment;
4. Ensure that the student-trainee chosen by the Host Training Establishment has the necessary documents and insurance coverage; and
5. Ensure the compliance of its members, particularly the student-trainee, OJT Adviser, and OJT Coordinator to the OJT Course Policy.

ARTICLE II
RESPONSIBILITIES OF THE HOST TRAINING ESTABLISHMENT

The Host Training Establishment shall:

1. Ensure compliance with relevant Inter-Agency Task Force guidelines to ensure the safety of the students undergoing practicum training;
2. Provide the OJT Coordinator with documents required to formalize their partnership with the school;
3. Discuss requests and requirements with the OJT Coordinator;
4. Facilitate the screening of potential student-trainees endorsed by the OJT Coordinator;
5. Execute a Training Contract with the qualified student-trainees;
6. Provide student-trainees with adequate resources and a safe and secure workplace; and
7. Assign an On-Site Supervisor who will be directly involved in supervising the student-trainee. The On-Site Supervisor must hold a key position in the department where the student-trainee is assigned and handle tasks similar or related to the student-trainee's field of study.

The scope of the On-Site Supervisor's tasks includes, but are not limited to, the following:

- 7.1 Screen and select the endorsed student-trainees;
- 7.2 Discuss and finalize with the OJT Adviser and the student-trainees the tasks, schedule, and expectations;
- 7.3 Discuss with the student-trainees the nature of the company, its goals and structure;
- 7.4 Orient the student-trainees on the technology or resources required to accomplish assigned tasks;
- 7.5 Certify the student-trainee's Daily Time Record (DTR);
- 7.6 Monitor, review, evaluate, and discuss with the student-trainee the status of assigned tasks/ projects, at least once a week;
- 7.7 Communicate regularly with the OJT Adviser to assess the performance of the student-trainee throughout the on-site experience;
- 7.8 Conduct the quarterly performance appraisal using the appropriate form and discuss the results with the student-trainees;
- 7.9 Submit the quarterly Performance Appraisal Form (PAF) and the DTR to the OJT Adviser as scheduled; and
- 7.10 Conduct an exit interview of the student-trainee.

8. Provide the student-trainees with a Certificate of Completion not later than two (2) weeks after the completion of training;
9. Transmit to STI College San Jose Del Monte the following documents at the end of the training period:
 - 9.1 Certificate of Completion;
 - 9.2 Duly accomplished Performance Appraisal Form (PAF); and
 - 9.3 Other pertinent reports, information, and/or documents which may be included for purposes of describing student-trainee's performance.

ARTICLE III RESPONSIBILITIES AND UNDERTAKINGS OF THE PARTIES

The Parties mutually agree that:

1. Neither party shall unlawfully discriminate against any student-trainee on the basis of race, religion, sex, gender, creed, age, national origin, or disability;
2. No employer-employee relationship exists between the Host Training Establishment and the student-trainee;

ARTICLE IV WAIVER FROM LIABILITY

Each Party shall indemnify and hold harmless the other party, its officers, employees, agents, representatives, subsidiaries, and affiliates from and against any liabilities, damages, claims, suits of all kinds, and costs and expenses arising from the unintentional breach by such Party of its obligations under this Agreement, except if such breach resulted in liabilities, damages, claims, suits, costs, and expenses and are due to the gross negligence or intentional breach by a Party to this Agreement.

Notwithstanding the foregoing, neither Party shall be held liable to the other for loss of profits, damages of all kinds arising therefrom, nor shall either Party be liable for any injury that the students may sustain or may lose in the performance of their duties and functions while undergoing OJT Training. Consequently, the student-trainees hereby waive and renounce any claim against STI College San Jose Del Monte and the Host Training Establishment for any injury or loss that the student-trainees may sustain in the course of their OJT Training.

ARTICLE V CONFIDENTIALITY

Either of the Parties shall not disclose to, or use to its own benefit, or permit the use by its student-trainees, employees, representatives or by any third parties for their benefit any Confidential Information, except strictly on a need-to-know basis and as may be necessary for the performance by said Party's obligations under this Agreement.

The Parties shall take all necessary precautions to prevent any unauthorized disclosure or use of Confidential Information by any of its employees, agents, representatives or third parties. Pursuant to this 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.

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.

ARTICLE VI EFFECTIVITY & DURATION OF AGREEMENT

This Agreement shall commence on April 13, 2023 and shall be valid for a period of two (2) year thereafter. It shall also become renewable upon mutual agreement by all parties, unless otherwise sooner revoked, cancelled, or terminated by either Party for violation of the conditions set forth above.

Either Party may terminate this Agreement by giving at least one (1) month prior written notice to the other Party. In any case, the student-trainee shall be allowed to complete their training with the Host Training Establishment.

ARTICLE VI MISCELLANEOUS PROVISIONS

This Agreement is not assignable, and none of the Parties herein shall assign their rights and obligations under this Agreement.

Nothing contained or implied in this Agreement shall constitute or be deemed to constitute a partnership or agency among the Parties, and none of the Parties shall have any authority to bind or commit any other Party.

This Agreement embodies the entire agreement of the parties hereto. There are no terms, conditions, or obligations other than those contained herein. Any amendment or modification to this Agreement must be in writing and shall only be valid upon the mutual agreement of the Parties hereto.

No waiver by either Party of any term or condition hereof shall be valid unless made expressly and in writing. No waiver on any one occasion shall be effective to waive that or any other term or condition on any other occasion. Non-exercise of any remedy by either Party shall be deemed an exclusive election of that remedy on any other occasion.

This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the Republic of the Philippines.

In case any provision of this Agreement shall be declared by a competent court or authority to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of any other provision herein shall not in any way be affected or impaired thereby and shall remain in and be given full force and effect.

A Party claiming that a dispute has arisen must notify and give details of such dispute to the other Party. On receipt of a notification, each Party must negotiate in good faith to resolve the dispute. Any Party must not start court proceedings unless it has complied with this process. The Parties agree that in case of any litigation arising from the provisions hereof or arising as a result of this Agreement, to submit to the exclusive jurisdiction of the proper courts of Makati City only, to the exclusion of all other courts elsewhere situated.

IN WITNESS WHEREOF, the Parties hereunto affixed their signatures on the 13 day of April, 2023 at STI San Jose Del Monte, Philippines.

STI COLLEGE SAN JOSE DEL MONTE

LAND TRANSPORTATION OFFICE - EAST
AVENUE

By:

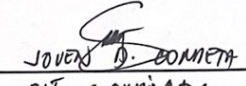
By:

Joan Cheryl G. Lawag
School Administrator

Ladie Lyn G. Fuderanan
OIC, Human Resources Development Section

Signed in the presence of:

Caeila Angeli D. Bote
Alumni and Placement Officer


JOVER D. BONMETA
OJT, COORDINATOR
LTD CENTRAL OFFICE

ACKNOWLEDGMENT

Republic of the Philippines)
_____) Ss.

BEFORE ME, a Notary Public for and in _____, this ____ day of _____, personally appeared:

Name	Competent Evidence of Identity	Date / Place of Issuance / Expiry

known to me to be the same persons who executed the foregoing Memorandum of Agreement, consisting of six (6) pages including this Acknowledgment page, and they acknowledged to me that the same is their free and voluntary act and deed, as well as of the corporation herein represented.

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

Doc. No. _____
Page No. _____
Book No. _____
Series of 2023