

## MEMORANDUM OF AGREEMENT

### KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is hereby entered into by and between:

The **CITY OF MALABON UNIVERSITY**, a higher learning institution offering information technology programs per Commission on Higher Education (CHED) accreditation policy, represented by its University President **Dr. Glen DV. De Leon** with principal address at Maya Maya cor. Pampano St., Longos Malabon City and hereinafter referred to as the **FIRST PARTY**;

The **CITY OF MALABON UNIVERSITY**, a higher learning institution offering teacher education programs per Commission on Higher Education (CHED) accreditation policy, represented by its Dean, Program Chairperson and SIPP Coordinator with principal address at Maya Maya cor. Pampano St., Longos Malabon City and hereinafter referred to as the **COORDINATORS**;

- and -

**LTO QUEZON CITY**, a domestic corporation duly organized and existing under Philippine Laws with office/business address at **LTO C.O East Ave. Quezon City** represented herein by **Ms. Ladie Lyn G. Fuderanan**, hereinafter referred to as the **SECOND PARTY**.

### WITNESSETH:

The parties hereby bind themselves to undertake a Memorandum of Agreement for the purpose of supporting the SCHOOL's on-the-job training for student-trainees under the following terms and conditions:

#### 1. The **FIRST PARTY** shall:

- 1.1 Responsible for briefing the on-the-job student-trainees who intend to conduct practicum exposure in the COMPANY as part of the SCHOOL'S curriculum;
- 1.2 Designate an OJT Coordinator who will coordinate with the COMPANY regarding the various activities/requirements under this program;
- 1.3 Provide the on-the-job student-trainee the basic orientation on work values, behavior, and discipline to ensure smooth cooperation with the COMPANY;
- 1.4 Issue an official endorsement vouching for the well-being of the on-the-job student-trainee which shall be used by the COMPANY for processing the application of the student-trainee;
- 1.5 Voluntarily withdraw a student-trainee who is found to misbehave and/or act in defiance to existing standards, rules, and regulations of the COMPANY and impose necessary university sanctions to the said student-trainee;
- 1.6 Provide evaluation form to be filled-up by the COMPANY to determine student work performance
- 1.7 Together with the students and parents concerned, renounce and waive any claim against the COMPANY for any injury that the students may sustain or may loss, that they may suffer, personal or pecuniary, in the performance of their duties and functions while under on-the-job training. The waiver of the student's trainees shall be submitted to the COMPANY prior to the commencement of the training;

#### 2. The **SECOND PARTY** shall:

- 2.1 Require qualified students to submit themselves to examination, interview and file pertinent documents to support their application;
- 2.2 Assign a Training Coordinator to take charge and supervise the on-the-job training of students, it being understood that they will be required to perform duties and functions along their areas of specialization;

- 2.3 Accomplish the necessary forms required by the SCHOOL such as Daily Monitoring Form in connection with the on-the-job training of their students;
- 2.4 Issue Certificates of Completion to students who successfully finish their training under this program;
- 2.5 Adopt and enforce rules that will govern the conduct of the program. Said rules shall be made known to the SCHOOL and the student trainees before the start of the training

### **3. VIOLATIONS BY THE HIGHER EDUCATION INSTITUTION (HEI)**

Any HEI that shall be found to have committed the following violations shall be meted with the appropriate sanctions

- 5.1 Sending students for internship without the required government recognition or Board Resolution Certificate of Program Compliance for said program;
- 5.2 Partnering with entities that have no juridical personality;
- 5.3 Allowing student interns to undertake SIPP without the signed MOA with HTE;
- 5.4 Allowing student interns to undertake SIPP without a valid internship offer or contract between the HTE and the students;
- 5.5 Making false statements/mis-statements of student records/documents to make it appear that the student is qualified to undertake SIPP;
- 5.6 Demanding from student interns training fees or other charges, not in accordance with the provisions of CMO No. 3, s. 2012;
- 5.7 Failing to provide free medical and dental services and appropriate insurance coverage;
- 5.8 Failing to monitor periodically as stipulated in the internship plan, welfare of student interns and thus exposing them to situations that may be deemed as exploitation of the students;
- 5.9 Failing to submit required reports to CHED as specified under these guidelines, particularly on results of pre and post monitoring and evaluation of student interns and action taken on their grievances and complaints, if any; and
- 5.10 Such other acts similar or analogous to the foregoing that is in violation of the provisions herein.

### **4. VIOLATIONS OF HOST TRAINING ESTABLISHMENT (HTE)**

- 6.1 Violation of any of the provisions of the MOA and this CMO;
- 6.2 Changing provisions of signed internship contract and/or agreement without the consent of the student interns and HEI;
- 6.3 Non-compliance with prescribed Internship Plans;
- 6.4 Placing student interns in internship venues which degrade, debase or demean the intrinsic worth and dignity of the student intern as a human being;
- 6.5 Withholding practicum reports of student interns without just cause; and]
- 6.6 Such other acts similar or analogous to the foregoing and activities classified as human trafficking under R.A. No. 9208 and such other similar issuances that is in violation of the provisions herein.

### **5. VIOLATIONS OF STUDENT INTERNS**



7.1 Any act of gambling, theft and other similar illegal acts;

7.2 Submitting forged or fraudulent documents; 26.3 Any act in violation of the HEI's rules and regulations;

7.3 Any act in violation of HTE rules and regulations in accordance with the internship program; and

7.4 Any act in violation of the laws of the country.

#### **6. SANCTIONS**

In order to ensure compliance with the guidelines and regulations stated in this CMO, the CHED-CEB may, upon the recommendation of the CHED-LLS, impose the following sanctions on the HEIs and HTEs for any of the violations.

8.1 Any HEI found guilty of violating any of the provisions contained under Section 24 of these guidelines may be subjected to the following sanctions depending on the extent of violations:

8.2 Written reprimand, with a warning that repeated or persistent violations of these guidelines may result to the downgrading of Government Recognition or Revocation of Program Recognition;

8.3 Downgrading of Government Recognition to permit status or grant of Autonomous to Deregulated status, Center of Excellence (COE) to Center of Development (COD) status;

8.4 Revocation of program recognition (Autonomous, Deregulated, COE and COD); and

8.5 Filing of appropriate administrative and criminal case as appropriate.

#### **7. GROUNDS FOR BLACKLISTING OF HTE WITHOUT PREJUDICE TO THE FILING OF ADMINISTRATIVE AND/OR CRIMINAL CASE**

Any HTE found guilty of violating any of the provisions contained under Section 5 of these guidelines may be subjected to the following:

9.1 Written reprimand, with a warning that repeated or persistent violations of these guidelines may result to the blacklisting of HTE; and

9.2 Blacklisting of HTE to participate in the SIPP.

9.3 Any student intern found guilty of violating any of the provisions contained under Section 26 may be subjected to sanctions in accordance with the concerned HEI's rules and regulations.

#### **8. EXCLUSION OF PARTNERSHIP**

##### **GUARANTEE ON NO TOBACCO INDUSTRY INTEREST**

First Party confirms that it does not knowingly represent or have any affiliation with or receive any support, financial or otherwise, from the tobacco industry and/or those representing its interest, and has not done so in the past year. First Party hereby undertakes to notify the Second Party immediately if it or any of its members and senior management discovers that it represents, is affiliated with, or receives support from the tobacco industry.

#### **9. NOTICES AND GENERAL MATTERS**

Notices under the AGREEMENT may be delivered by hand, by registered mail (which shall be airmailed if possible) or facsimile to the addresses or emailed to the address, facsimile number, and email address specified.

## **10. SEVERANCE**

If any provision of the AGREEMENT or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or not enforceable only to that extent and no further.

## **11. CONFIDENTIALITY**

Each party shall, at all times, ensure and maintain the integrity, security, privacy and availability of any personal data as defined under Republic Act No. 10173 otherwise known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations "Data Privacy Act" which may come in its possession or knowledge pursuant to this Agreement.

Each party hereby acknowledges and warrants that it complies with the requirements of the Data Privacy Act, as may be amended from time to time, as well as other privacy and security regulations now or hereinafter promulgated by the National Privacy Commission. Such requirements shall include, but not limited to the implementation of stringent and adequate security measures in the processing and sharing of personal and sensitive information as well as compliance with Sections 20, 38 and 44 of the Implementing Rules and Regulations of the Data Privacy Act as may be applicable under the circumstances.

## **12. CHILD PROTECTION, GENDER EQUALITY AND INCLUSIVE EDUCATION**

12.1 The parties shall adhere to and promote Philippine laws safeguarding the rights of children and the Convention on the Rights of the Child (CRC), in which the best interest of the child is the primary consideration. Both PARTIES shall transact only with companies that comply with existing national labor laws and regulations with regards to their employment practices (minimum age of employment, wages, working conditions), including apprenticeships for children beyond the age of primary schooling.

12.2 Likewise, both parties agree to abide by the basic principles of gender equality and comply with the provisions of existing gender-related international conventions and national laws. Specifically, both PARTIES shall ensure that no gender-based discrimination takes place in the course and as part of this engagement, both PARTIES shall promote gender-sensitive language, including in, but not limited to, promotional materials, recordings, and publications.

12.3 Both parties shall follow the DepEd Order No. 72, s. 2009, or the "Inclusive Education as Strategy for Increasing Participation Rate of Children" defining inclusive education as the philosophy of accepting all children regardless of race, size, shape, color, ability or disability with support from school staff, students, parents and the community.

## **13. SEPARABILITY**

The invalidity or unenforceability of any provision of the AGREEMENT shall not affect or impair other provisions that are otherwise valid, binding and effective.

## **14. GOVERNING LAW AND ARBITRATION**

The AGREEMENT shall be governed by and construed according to the laws of the Republic of the Philippines.

## **15. ENTIRE AGREEMENT**

Each party understands and acknowledges that in the course of the execution and performance of this Agreement or otherwise, it will receive or become aware of confidential information of the other party and its stakeholders.



Each party, its agent, personnel, particularly First Party's FSS, undertakes to maintain and protect the confidentiality of the said information at all times and to secure and protect against unauthorized access during the agreement term or any time thereafter.

Both parties shall not process said information without prior written consent of the other party, and the data subject, directly or indirectly, or authorize or permit the use of any in the performance of its rights and obligations hereunder, or to disclose, exploit, copy or modify the said confidential information, or authorize or permit any third party to do the same.

#### 16. DURATION

This **AGREEMENT** shall take effect immediately upon signing by all parties concerned and shall remain in force until the completion of the assignment and upon satisfactory fulfillment of all terms and conditions embodied herein unless sooner terminated through mutual written consent of the parties.

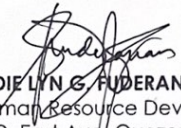
**IN WITNESS THEREOF**, parties of the agreement hereunto affix their signatures this 4th day of November, 2022 at Malabon City, Philippines.

#### 17. SIGNATURES OF PARTIES' PRINCIPALS

FOR THE HIGHER EDUCATION INSTITUTION

**DR. GLEN DV. DE LEON, CPA**  
OIC University President/Vice President  
For Academic Affairs  
Date: \_\_\_\_\_

FOR THE HOST TRAINING ESTABLISHMENT

  
**MS. LADIELYN G. FUDERANAN**  
OIC Human Resource Development Section  
LTO C.O. East Ave. Quezon City  
Date: \_\_\_\_\_

SIGNED IN THE PRESENCE OF:

**DR. CAYETANO A. NICOLAS**  
Dean, College of Engineering and Technology  
Date: \_\_\_\_\_

**PROF. EZEKIEL R. BORJA**  
Program Chairperson, BSIT/SIPP Coordinator  
Date: \_\_\_\_\_

**DR. WILLAM DC. ENRIQUE, LPT**  
Vice President for Institutional Development  
and External Affairs  
Date: \_\_\_\_\_

**ENGR. BABY RUTH B. SENALDA**  
Vice President for Administration  
and Finance  
Date: \_\_\_\_\_