

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is executed this _____ day of ~~February~~ ²¹ ~~2023~~ ²⁰²³ by and between:

LAND TRANSPORTATION OFFICE with postal office address **174, LTO Compound, East Avenue, Diliman Quezon City, 1100 Metro Manila, Philippines** represented by **Ms. Ladie Lyn G. Fuderanan, OIC, Human Resource Development Section** hereinafter referred to as the **FIRST PARTY**;

PERPETUAL HELP COLLEGE OF MANILA with office address at **1240 V. Concepcion St. Sampaloc, Manila** represented by **Mr. Manuel L. Tamayo Sr., Chief Operating Officer** hereinafter referred to as the **SECOND PARTY**.

WITNESSETH: THAT

WHEREAS, the **First Party** is a duly recognized **government institution** that is interested in undertaking a strategic partnership with the **second party** by way of accepting students in its establishment to do their practicum training— an academic program that provides undergraduate students enrolled in practicum subjects on the job training in reputable companies, training institutions and organizations.

WHEREAS, the **Second Party** is an educational institution duly recognized by the government, offering Practicum Training Program to qualified students who will undergo industry exposure prior to graduation in order to become adequately familiar to the actual industrial operations and management, thereby augmenting their training;

NOW, THEREFORE, for and in consideration of the foregoing premises, the First Party & the Second Party do hereby agree and stipulate the following:

1. **Service Agreement** – the **First Party** undertakes to accept the qualified students of the **Second Party**.
2. **Obligations of the First Party – The First Party shall:**
 - 2.1. Interview, qualify, select and process the students recommended by the **Second Party** to determine their capability to be accepted as practicum trainees of their company.
 - 2.2. Advise the **Second Party** of the students' status of application for on-the-job training and furnish the same with the final list of the qualified students.
 - 2.3. Provide an orientation for the participating students endorsed and processed by the **Second Party**.
 - 2.4. Deploy the student trainees to any of the different operating units of the First Party for a period of no less than 600 man-hours unless extended upon agreement by the First Party & the Second Company.
 - 2.5. Assign personnel who will orient, monitor and supervise the student-trainees, especially those which pertain to safety and security precautions.
 - 2.6. Provide supervised exposure to the students to two sections/departments of the First Party in order to familiarize them with the details of its operation provided that the minimum hours per section/department would be 400 hours.

- 2.7. Advise the Second Party of the performance of the students and report immediately any misbehavior or unsatisfactory performance of the student.
- 2.8. Evaluate the performance of the students by filling up an assessment/evaluation form at the end of practicum hours and forward this to the Second Party.
- 2.9. Issue a Certificate of Completion for the students who finished the program

3. Obligations of the Second Party – The Second Party shall:

- 3.1. Recommended qualified students who will undergo the training program taking into consideration the requirements of the **First Party** in terms of qualifications and number of students.
- 3.2. Give the periodic update of the program's development being promoted in the university.
- 3.3. Handle the preliminary interview and processing of the student applicants for the program.
- 3.4. Determine the qualification of the student applicants based on the following, but not limited to:
 - 3.4.1 The students have already passed pre-practicum requirements;
 - 3.4.2 Currently enrolled in the second party's OJT program under the Practicum Subject;
 - 3.4.3 Articulate in English;
 - 3.4.4 Matured – psychologically, emotionally and spiritually balanced;
 - 3.4.5 Have the right work attitude towards practicum/training;
 - 3.4.6 Physically healthy; with medical certificate
 - 3.4.7 That the students are not involved in any prohibited drugs, elements or chemicals or any illegal or criminal activities;
 - 3.4.8 No disciplinary action was taken against the student in the last year; and
 - 3.4.9 Possesses the written approval or consent from parents/guardians.
- 3.5. Shall provide the student applicants the necessary scholastic record such as, but not limited to.
 - 3.5.1 Recommendation or Endorsement Letter;
- 3.6 Accept and credit the practicum program as part of the students' compliance for their corresponding academic requirements for practicum. A Certificate of Completion will be issued for the successful participant student by Human Resources to authenticate their participation in the program.
- 3.7 Provide the **First Party** with all true and reliable information regarding the participating students for the program such as, but not limited to, curriculum vitae, photo, academic certification, interview sheet and other related information. All related expenses will be on the account of the student.
- 3.8 Together with the students and parents concerned, renounce and waive any claim against the **First Party** for an injury/illness that the students may sustain or loss that they suffer, personal or pecuniary, arising from negligence or fault in the performance of their duties and functions while under training. The waiver of the OJT student and their respective parents shall be submitted to the First Party prior to the commencement of the training.
- 3.9 Ensure that all practicum trainees are covered by an adequate personal accident insurance issued by a reputable insurance organization.

- 3.10 Assume the liability of practicum/student trainees for damages or injuries of any kind (suffered by the **First Party** or the employees, guests and business partners of the **First Party**) which might arise due to the act or omission of the practicum/student trainee.
- 3.11 Respect and accept the final decision of the **First Party** as to which applicant student will be selected and qualified to be endorsed for the program.
- 3.12 Share intellectual resources to the **First Party** like access to library resources, MIS, etc, as may be permitted by the Second Party's existing policies.
- 3.13 Designate an OJT Moderator who will be assigned with the following responsibilities:
- Orientation of students about the rules, proper attitude, and behavior inside the job-site, particularly towards the employees'
 - Monitor attendance, activities and performance of students during the training program in the **First Party**;

4. RIGHT TO DISCONTINUE TRAINING

The **First Party** has the sole and unequivocal right to exclude, terminate or otherwise discontinue any practicum trainee from the practicum training program at any time. Nothing in this agreement shall be interpreted to mean the removal of that said right from the **First Party**.

5. EXCLUSION OF PARTNERSHIP

The parties hereto expressly agree that nothing contained or implied in this AGREEMENT shall constitute or be deemed to constitute a partnership or joint venture within the parties hereto or any of them do not constitute nor be deemed to constitute any Party as an affiliate to any Party for any purpose whatsoever.

The rights, duties, obligations and liabilities of the parties hereto shall be several and not joint and solitary and nothing herein contained shall be construed as creating a trust, each party being individually responsible only for its obligations as set out in this AGREEMENT.

6. FORCE MAJURE

NO claim for damages of any party shall arise out of any breach of this AGREEMENT if such breach is caused directly by government interference of any statute or regulation, war, riot, civil disorder, revolution, acts of public enemies, strike or other labor disturbance, fire, flood, natural calamities, or any other cause beyond the control of the parties.

7. NOTICES AND GENERAL MATTERS

NOTICES under this 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 as follows:

First Party:

LAND TRANSPORTATION OFFICE

174, LTO Compound, East Avenue, Diliman Quezon City, 1100 Metro Manila

Contact Numbers : 89229061 TO 63

Website : www.lto.gov.ph / ltocsmbao@lto.gov.ph

Second Party:

Name of College : College of Business Administration
Name School : Perpetual Help College - Manila
Address : 1240 V. Concepcion St. Sampaloc, Manila

Telephone Numbers : 7318199 loc. 6
Fax Number : 7318199
Website : www.uphsl.edu.ph/manila
Email Address : cihm_manila@uphsl.edu.ph

Notice or other communication will be deemed given:

- a. In case of hand delivery, upon written acknowledgment of receipt by an office or other duly authorized employee, agent or representative of receiving party:
- b. In case of registered mail, on the day on which such mails or notices will be delivered in the ordinary course of post.

8. ASSIGNMENT

The AGREEMENT shall not be assignable by any party without prior written consent of the other.

9. FURTHER ACTS

The Parties recognize and accept that it is impractical to provide herein for every contingency that may arise in the course of the performance of the terms and conditions contained in the AGREEMENT and, accordingly they hereby declare to be their mutual intention that in all cases, all reasonable endeavors shall be used to ensure that this AGREEMENT shall operate as between them fairly and equitably. If any unfairness or inequity to a party is disclosed or anticipated, then the Parties shall use all reasonable endeavors to agree upon such actions as may be necessary and equitable to remove the cause of the same.

10. CONFIDENTIALITY

This AGREEMENT, as well as its terms and conditions herein shall be held in strict confidence and that no portion or part hereof may be reproduced or be revealed to any personnel or entity other than the signatories herein or their authorized representative. The signatories or other authorized representative shall not divulge, disclose or publish the provisions herein to 3rd party or entities subject to court order or so ordered by a governing institution.

11. SEPARABILITY

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

12. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the parties, their successors and assignees. Any and all matters or things that the parties may have agreed, but have not reduced in writing herein, shall be void and ineffective.

13. AMENDMENTS

All amendments hereof shall not be valid and binding unless the same is in writing and duly signed by the parties hereto.

14. LANGUAGE

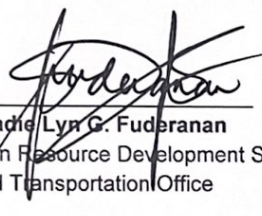
All documents to be furnished and communication to be given or made under this AGREEMENT shall be in English language.

15. TERM

This AGREEMENT is valid for two (2) years commencing on _____ and shall be automatically renewed unless sooner terminated by either party upon a three (3) months advance written notice subject to the fulfillment of any pending obligation by either one or both parties concerned. Any modification may be introduced, subject to the approval of both parties.


IN WITNESS WHEREOF, both parties have hereunto set their hands this _____ day of MAR 21 2023, 2023 In QUEZON CITY, Philippines.

By:



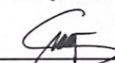
Ms. Lacie Lyn G. Fuderanan
OIC, Human Resource Development Section
Land Transportation Office

By:

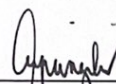


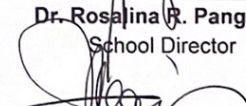
Mr. Manuel L. Tamayo Sr.
Chief Operating Officer
Perpetual Help College of Manila

Signed in the presence of:



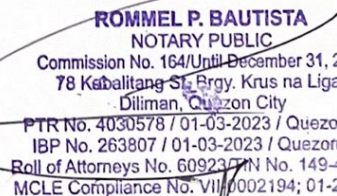
Mr. Joven D. Cordeta
OJT Coordinator



Dr. Rosalina R. Pangilinan
School Director


Mr. Julius B. Mesina
Dean, College of Business Administration

Doc. No. 128
Page No. 27
Book No. 11
Series of 2023


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Commission No. 164/Until December 31, 2023
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PTR No. 4030578 / 01-03-2023 / Quezon City
IBP No. 263807 / 01-03-2023 / Quezon City
Roll of Attorneys No. 609230 / N No. 149-407-786
MCLE Compliance No. VII/0002194; 01-23-2020