**MEMORANDUM OF AGREEMENT**

This **MEMORANDUM OF AGREEMENT** entered into by and between:

The **DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT**, a government agency duly created and existing under the laws of the Republic of the Philippines, with office address at DHSUD Building, Kalayaan Avenue corner Mayaman Street, Diliman, Quezon City, Metro Manila and herein represented by **ATTY. RANDY B. ESCOLANGO**, by virtue of Special Order No. 2023-524, and hereinafter referred to as **“DHSUD”** for brevity;

-and-

**TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA**, a State Higher educational institution created and existing under the Laws of the Republic of the Philippines, with address at Ayala Boulevard corner San Marcelino Streets, Ermita, Manila and herein represented by its **College Dean, DR. JOSHUA T. SORIANO**, acting under the authority duly conferred by a Resolution of the TUP Board of Regents dated August 15, 2024, Implementing Order No. 19. S. 2024, and hereinafter referred to as the **“TUP-MANILA"** for brevity.

WITNESSETH:

**WHEREAS**, the **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA**, in support of the national government’s efforts to promote the well-being of higher education students, guarantee quality of their learning and exposure, and ensure their safety while undergoing internship has established an internship program for its students, with the objectives to enrich its degree programs to respond to the needs of the industry, promote mutually supportive industry academe collaboration/linkages, and strengthen career guidance;

**WHEREAS,** the **DHSUD** supports this program and is willing to give the students of the **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA** course-related work assignments and expose them to actual learning experiences;

**NOW THEREFORE,** for and in consideration of the foregoing premises, the parties hereby bind themselves to undertake this Agreement under the following terms and conditions:

1. The duration of the program shall be equivalent to at least 486 hours unless otherwise agreed upon by the **DHSUD** and the **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA**;
2. There is no employer-employee relationship between the **DHSUD** and the student-trainees. As student-trainee, he/she shall not be entitled to compensation/benefits accorded to an employee. However, the **DHSUD** may grant the student-trainee a training allowance, if possible, in accordance with the **DHSUD’s** existing rules and regulations;
3. The **DHSUD** is not obliged to employ student-trainees upon the completion of the training. However, the **DHSUD**, upon consultation with the **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA**, may require qualified students to submit themselves to examinations, interviews, and submit pertinent documents to support their application;
4. The student-trainee shall be personally responsible for any and all liabilities arising from gross negligence in the performance of his/her duties and functions while under training;
5. The parties shall not divulge any information that it may have access to, and any such information will only be used for academic purposes. All student-trainees must accomplish and submit a Non-Disclosure Agreement to the DHSUD. Any unauthorized disclosure of sensitive personal information while undergoing on-the-job training shall be the sole and personal liability of the student-trainee;
6. Both parties shall encourage student interns to develop their personality and professionalism;
7. Both parties shall have the right to pre-terminate the OJT program if:
8. The trainee violates the rules and regulations of the **DHSUD**, or if there is serious misconduct;
9. The **DHSUD** does not provide the kind of responsible training as agreed upon; or
10. There is any violation of the foregoing covenants that will warrant the cancellation of this Agreement:

**PROVIDED** that the terminating party shall formally inform the Program Coordinator or Faculty Adviser of the grievance before any decision to terminate is made and finalized. The Program Coordinator or Faculty Adviser shall notify the other party in writing at least thirty (30) days before the pre-termination of the Agreement.

1. Both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking.

**OBLIGATIONS OF THE DHSUD:**

1. The DHSUD shall commit to take in the student-trainees to undergo OJT Program consistent with the requirements of the **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA**;
2. Whenever practicable, design and implement an Internship Plan in collaboration with **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA**’s specific college or academic unit;
3. The **DHSUD** shall provide free relevant instruction and training to student-trainees, consistent with its policies, rules and regulations. It shall treat the student in a professional manner, and shall not subject him/her to tasks and work assignments that are risky, dangerous or unrelated to the purpose of this Agreement.
4. The DHSUD shall ensure that due and proper compliance and observance of certain laws to safeguard the safety and welfare of the student-trainee, such as but not limited to the following:
5. Safe Spaces Act (Republic Act No. 11313) and its Implementing Rules and Regulations;
6. Cybercrime Law (Republic Act No. 10173) and its Implementing Rules and Regulations;
7. Anti-Hazing Law (Republic Act No. 8049 as amended by Republic Act No. 11053) and its Implementing Rules and Regulations;
8. Anti-Bullying Act of 2013 (Republic Act No. 10627) and its Implementing Rules and Regulations.
9. Orient the student interns on the standard office rules and regulations before their deployment.
10. Assign a point/focal person responsible for the implementation of all phases of the internship. For the purpose of this agreement, the focal person for the DHSUD is the Chief Administrative Officer / Officer-in-Charge of the Human Resource Development Division whose office address is at 8th Floor DHSUD Building, Kalayaan Avenue corner Mayaman Street, Diliman, Quezon City and may be reached, by phone at (02) 8424-4093 local 1829, and by email at [hrd@dhsud.gov.ph](mailto:hrd@dhsud.gov.ph).
11. Conduct performance feedback and provide coaching to student-trainees.
12. Accomplish and provide student-trainees with their respective performance appraisal form/s. Furnish the **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA** with the student-trainees’ performance appraisal form/s and other report/s which are deemed critical to the performance and development of the student-trainees.
13. Issue certificates of completion for the student-trainees not later than two weeks after the completion of internship and submission of complete documents (i.e. Daily Time Records, Internship Performance Appraisal Form accomplished by his/her immediate supervisor / superior)

**OBLIGATIONS OF THE TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA:**

1. Pre-select and recommend students who will undergo on-the-job training under the Program. It should be understood that only students taking courses wherein an on-the-job training is an academic requirement for graduation will be recommended.
2. Designate a Program Coordinator who will coordinate with the DHSUD regarding the various activities under the Program. For the purpose of this agreement, the Program Coordinator for **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA** is Prof. May Garcia whose office address is at Ayala Boulevard corner San Marcelino Streets, Ermita, Manila and may be reached by 09686612221 and by email at may\_garcia@tup.edu.ph.
3. Submit to the DHSUD the documents required under the Program (i.e. curriculum vitae of the student-trainees, letter of endorsement vouching for the qualification of the students, signed Non-Disclosure Agreement, and signed Training Agreement.
4. **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA** shall be responsible for briefing the student-trainees who intend to conduct practicum exposure in the DHSUD as part of the **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA**’s curriculum;
5. The **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA** shall provide the student-trainees the basic orientation on work values, behavior, and discipline to ensure smooth cooperation with the DHSUD.
6. The **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA** shall unilaterally withdraw a student-trainee who is found to misbehave and/or act in defiance to existing standards, rules, regulations of the DHSUD and impose necessary the **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA** sanctions against the said student-trainee;
7. Hold the DHSUD free from any claims or suit in connection with this Agreement.

**EFFECTIVITY / DURATION**

1. This Agreement shall take effect on the date of the signing and shall continue to be in force for a period of one (1) year unless earlier terminated for just cause, by either party within thirty (30) days prior written notice to the other party. Any renewal shall be through the mutual consent by both parties.
2. The one-year period shall be applicable to cover other prospective student-interns who may likewise be required to undergo an OJT-Internship with the DHSUD during the effectivity of this Agreement.

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| **DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT (DHSUD)** |  | **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - MANILA**  **(TUP- MANILA)** |
|  |  |  |
| By: |  | By: |
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|  |  |  |
| **ATTY. RANDY B. ESCOLANGO, Ph.D.** |  | **DR. JOSHUA T. SORIANO** |
| Undersecretary |  | College Dean |
|  |  |  |

SIGNED IN THE PRESENCE OF:

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| --- | --- | --- |
| **MS. RUBY C. CARIÑO**  DHSUD |  | **ENGR. RUEL AGGABAO**  SCHOOL |
| **MR. EMMANUEL L. CORREA**  DHSUD |  | **PROF. MAY GARCIA**  SCHOOL |
| **MR. KIM HOWELL L. HONOR**  DHSUD |  | **PROF. DOLORES MONTESINES**  SCHOOL |

**ACKNOWLEDGMENT**

Republic of the Philippines

City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) S.S.

BEFORE ME, a Notary Public, for and in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2025.

Personally appeared:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Valid Proof of Identification |  | Issued at/on |
| **ATTY. RANDY B. ESCOLANGO, Ph.D.** |  |  |  |
| **DR. JOSHUA T. SORIANO** |  |  |  |

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

This document consists of five (5) pages including the page where this Acknowledgement is written, and the parties signed at the left margin of each and every page hereof.

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

**NOTARY PUBLIC**

Doc. No. \_\_\_;

Page No.\_\_\_\_;

Book No. \_\_\_;

Series of 2025.