

# INTERNSHIP AGREEMENT

This Internship Agreement (this “Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in Makati City, by and between:

**GOLDEN ARCHES DEVELOPMENT CORPORATION**, a corporation duly organized and existing under the laws of the Philippines with principal office address at 17th Floor, BDO Paseo Towers, Paseo de Roxas Avenue, Makati City, Philippines represented herein by *Vice President for Human Capital Group*, **MR. RUBENRICO R. MARASIGAN**, hereinafter referred to as the “**COMPANY**”.

- and -

**NAME OF UNIVERSITY** a non-stock, non-profit educational institution, duly organized and existing under Philippine Law, with principal office at **SCHOOL ADDRESS**, represented herein by its DESIGNATION, **REPRESENTATIVE**, hereinafter referred to as “**UNIVERSITY NAME**”.

(Each a “Party” or jointly, as “Parties”)

## WITNESSETH:

**WHEREAS**, the COMPANY would like to assist the students of **UNIVERSITY NAME** to fulfill and comply with the requirements for passing and graduating from various courses under terms and conditions provided in the *Memorandum of Agreement* executed between the **UNIVERSITY NAME** and the COMPANY on **[date signed]**, and this Agreement;

**WHEREAS**, **UNIVERSITY NAME** referred select students (the “**INTERNS**”) to the COMPANY as candidates for its Internship Program and the COMPANY has agreed to allow the **INTERNS** to undertake the said Program under the terms and conditions of this Agreement;

**NOW THEREFORE**, for and in consideration of the foregoing, the Parties hereto agree as follows:

### 1. INTERNSHIP PROGRAM.

1.1 The COMPANY shall allow the **INTERNS** to complete the Internship Program at the designated department assigned by the COMPANY. The COMPANY, at its sole discretion but considering the request of the **INTERN** and the reasonableness thereof, shall assign the **INTERN** to any other department as the COMPANY deems fit. Depending on the needs of the COMPANY, the designated department may be altered or changed, after notice to the **INTERN** concerned.

The COMPANY shall designate employee/s who will supervise the INTERNS and the INTERNS shall directly report to the designated immediate supervisor during the entire duration of the Internship Program.

1.2 **The PARTIES** shall comply with the applicable requirements, obligations and responsibilities set forth by the Commission on Higher Education (CHED) pursuant to CHED Memorandum Order (CMO) No. 104, Series of 2017 (*Revised Guidelines for Student Internship Program in the Philippines (SIPP) for all Programs*) amending CHED Memorandum Order (CMO) No. 23, Series of 2009, and **CHED Joint Memorandum Circular 2021-004** (*Guidelines on the Implementation of Limited Face-to-Face Classes for all Programs of Higher Education Institutions (HEIs) in Areas Under Alert Levels System for Covid-19 Response*).

*For as long as government protocols are in force for the duration of the pandemic, the COMPANY shall implement (a) a work arrangement via remote or online platforms or (b) flexible, hybrid, or limited face-to-face work schedule, as necessary, appropriate, and in keeping with **CHED Joint Memorandum Circular 2021-004**. The INTERNS shall be expected to report for work on a remote or work-from-home arrangement as mandated by government protocols. – They suggest removing this part since it is no longer applicable, as we are no longer in a pandemic period.*

In the event that on-site activities are allowed by Government issuances and guidelines, the COMPANY in consideration of the health and safety of its partners, principals, officers, employees or third parties in its premises, may require COVID-19 testing (Rapid Antibody Testing or RT-PCR Testing) and accomplishment of an online health declaration form prior to the deployment of INTERNS to COMPANY premises.

## 2. DUTIES/OBLIGATIONS OF INTERN

The obligations and duties of the INTERNS shall include the performance of all the duties of the position to which INTERNS are assigned including but not limited to:

2.1 The INTERNS shall undertake and complete the Internship Program developed and formulated by the COMPANY at the designated department assigned by the COMPANY.

2.2 *The number of hours the INTERNS are required to render under the Internship Program shall be determined prior to the commencement of the program depending upon the number of hours required under the course curriculum of each INTERN and the Internship Program developed by the COMPANY. The INTERNS are expected to render the hours of internship pursuant to the schedule made by the COMPANY provided that the hours of work per day rendered by the INTERNS should not exceed eight (8) hours. – **The school required 400 hours.***

2.3 The INTERNS shall devote productive time, ability and attention to the tasks assigned during the Internship Program and to perform their respective functions in the appropriate manner and with all due care and diligence. The INTERNS shall attend all the activities detailed in the Internship Program—to the extent and manner allowed by relevant and applicable government regulations and protocols then in force— which both the INTERNS and UNIVERSITY NAME understand are scheduled activities.

UNIVERSITY NAME and the INTERNS hereby hold the COMPANY free and harmless

from any responsibility, liability or damage arising from or which may arise from the cancellation, postponement or termination of any scheduled class or activity for any reason or cause whatsoever including cancellation, postponement or termination by reason of force majeure or the happening of any fortuitous event or those which may arise from the failure of the INTERN to complete the Internship Program within the time frame provided in the Internship Program. – **For Negotiation**

In the event an INTERN is absent or tardy, said INTERNS shall explain to the COMPANY in writing the reason for the absence or tardiness. The INTERN shall provide UNIVERSITY NAME with a copy of the written explanation submitted to the COMPANY. Tardiness and absence shall be defined in accordance with the rules and regulations of the COMPANY.

The COMPANY, at its sole discretion, upon the written request of the INTERN with the conformity of UNIVERSITY NAME, may allow the INTERN to make up for any of said absences and to complete the required number of training hours under his selected course.

2.4 All information provided or to be provided by the COMPANY or obtained by the INTERNS in connection with or incidental to the Internship Program or obtained by the INTERNS during assignment with the COMPANY and all matters taken up in this Agreement or any other agreement related hereto shall be treated and held in confidence and shall in no event be disclosed by the INTERNS to any third party without the prior written consent of the COMPANY. The INTERNS shall not use or take personal advantage of any confidential information of any kind or nature of the COMPANY which s/he obtained or had access to by reason of or in connection with the Internship Program. The obligations of the INTERNS set forth in this Section shall survive the termination of this Agreement and the completion of the Internship Program of the INTERNS.

UNIVERSITY NAME acknowledges that a violation or breach of the foregoing obligation will cause irreparable loss and harm to the COMPANY which cannot be reasonably or adequately compensated by damages in an action, and, accordingly, the COMPANY will exhaust all efforts to enforce compliance with the foregoing obligation and to prevent or cure any breach or threatened breach thereof.

UNIVERSITY NAME acknowledges and agrees that in case of any violation or threatened violation of the foregoing clause, the COMPANY shall be entitled to secure an injunction against any violation or threatened violation in addition to securing from the concerned INTERN and UNIVERSITY NAME payment of such damages as the COMPANY may have suffered or incurred or which may suffer or incur arising from the violation or threatened violation of this clause or the obligations as set forth herein.

2.5 All records, documents, drawing and other papers including private notes concerning the COMPANY and all copies and extracts made or acquired by the INTERNS during and in the course of the training shall be used only to accomplish the objectives of this Agreement and the Internship Program. Said records, documents, drawing and other papers, as well as all copies of the same, shall be returned to the COMPANY on demand at any time and without demand upon expiration of the Internship program except in such cases when an INTERN is subsequently employed by the COMPANY in which case, the INTERN may hold the possession of said records, documents, drawing and other papers, as well as copies of the same, until his voluntary or involuntary separation from the COMPANY.

2.6 The INTERNS shall strictly comply at all times with all of the COMPANY's policies, rules and regulations and the terms and conditions of this Agreement. Violation or non-compliance with any of the rules and regulations of the COMPANY shall give cause to UNIVERSITY NAME to impose the appropriate disciplinary actions and/or the COMPANY to immediately terminate this Agreement or the offending INTERN's internship program without incurring any liability to the INTERN and UNIVERSITY NAME, without prejudice to the right of the COMPANY to enforce any other right of to seek any other relief otherwise provided in this Agreement or by law or equity. Compliance by each INTERN with the policies, rules and regulations of the COMPANY is an integral part of this Agreement and a material consideration of the COMPANY in entering into this Agreement.

2.7 The INTERNS shall be under the supervision of the COMPANY while undergoing the Internship Program and when the former is within the COMPANY's premises.

The supervision exercised by the COMPANY during the Internship program shall in no way modify, limit, derogate or transfer the special parental authority exercised by UNIVERSITY NAME over the INTERN and said special parental authority of UNIVERSITY NAME shall be effective throughout the duration of the Internship program.

2.8 The INTERN'S performance throughout the duration of the Internship Program shall be monitored by the COMPANY for the purpose of evaluating the performance of the INTERN and the fulfillment of the objectives of the Internship Program. The INTERN'S performance during the Internship Program shall be evaluated and assessed by the COMPANY pursuant to the standards or criteria developed by the COMPANY.

2.9 The INTERNS shall observe professional behavior and conduct in the performance of duties and tasks throughout the duration of the Internship Program.

### **3. OBLIGATIONS OF THE COMPANY**

The COMPANY shall:

3.1 undertake the selection process from among the recommended students in accordance with its company policies and guidelines in the recruitment and selection for this purpose;

3.2 provide practicum training to the INTERNS which are related to the INTERN'S degree program;

3.3 provide the INTERNS with an orientation about the COMPANY and the job to be performed by the INTERNS;

3.4 provide venue, facilities and other resources necessary for the internship and assign personnel to supervise the INTERNS;

3.5 provide a safe and conducive working environment for the INTERNS, free from any form of coercion, harassment and any exposure to unethical practices;

3.6 jointly accomplish with each INTERN and Practicum Adviser the evaluation forms required by UNIVERSITY NAME that will focus on the learning and evaluation of intern performance, if any;

3.7 issue certificates of completion to INTERNS who successfully finish their training under the Program, if needed;

3.8 designate a Program Coordinator who will coordinate with UNIVERSITY NAME regarding the various activities under this Internship Program, if needed;

3.9 together with the Internship Adviser from UNIVERSITY NAME, devise a *Training Plan* which will outline the goals and objectives, knowledge, skills, and competencies that the INTERNS should acquire in each training area, assignment, and schedule of activities, among others, if needed.

#### 4. OBLIGATIONS OF UNIVERSITY NAME

UNIVERSITY NAME shall:

4.1 designate an *Internship Adviser* who will coordinate with COMPANY on the various activities under this program;

4.2 recommend students, through the *Internship Coordinator*, who are eligible to undergo internship subject to the final selection/acceptance by COMPANY;

4.3 together with the students, faculty and parents concerned, renounce and waive any claim against COMPANY for any injury or loss that the INTERNS may sustain or may suffer, personal or pecuniary, in the performance of their respective duties and functions while under training not attributable to the negligence or willful act of any of the personnel of COMPANY;

4.4 together with the Program Coordinator from the COMPANY, devise a Training Plan which will outline the goals and objectives, knowledge, skills, and competencies that the INTERN should acquire in each training area, assignment, and schedule of activities, among others;

4.5 jointly accomplish with each INTERN and representative from the COMPANY the evaluation forms required by UNIVERSITY NAME that will focus on the learning and evaluation of intern performance, if any; and

4.6 comply with all obligations imposed upon it provided elsewhere in this Agreement.

#### 5. RELATIONSHIP/ HOURS OF WORK/ OTHER CONDITIONS OF WORK

5.1 **Relationship.** Parties hereby agree and understand that the Internship hereunder is undertaken pursuant to UNIVERSITY NAME's requirements for graduation. Notwithstanding anything in this Agreement, neither Party will make any claims, representations or warranties on behalf of the other Party or bind the other Party, and neither Party is authorized to do so by this Agreement. For the avoidance of doubt, nothing in this Agreement will be construed to have the effect as forming or recording any relationship of employer and employee between the COMPANY and the INTERNS, and nothing in this Agreement shall be construed to imply any authority given to

INTERNS to bind COMPANY in any manner. There is likewise no agency, partnership, or joint relationship between UNIVERSITY NAME and the COMPANY and neither shall have the authority or right to bind or create any obligation, express or implied, on behalf of the other Party or to represent the other in any transaction.

**5.2 *Liability.*** *The COMPANY shall in no way be liable for any act or omission committed within the COMPANY's premises and UNIVERSITY NAME shall be solidarily liable with the concerned INTERN for any losses, damages, expenses, costs and charges incurred by the COMPANY arising from the acts or omissions committed by the INTERN during the Internship Program.* – **Define the Acts**

The special parental authority and responsibility that UNIVERSITY NAME exercises over the INTERNS shall be effective throughout the entire duration of the Internship Program, notwithstanding that the internship or on-the-job training is undertaken in the COMPANY's premises.

**5.3 Indemnification.** UNIVERSITY NAME hereby releases and holds the COMPANY, its officers, directors, employees, personnel, agents or authorized representatives free and harmless from any and all liability, responsibility, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by the INTERNS or any property belonging to the latter while participating or undergoing the Internship Program with the COMPANY or those arising out of or related to any act or omission of the INTERNS causing any loss, damage or injury to any third party or to the COMPANY, its officers, directors, employees, personnel, agents or authorized representatives while the INTERN is undertaking the Internship Program. The concerned INTERN shall indemnify the COMPANY, its officers, directors, employees, personnel, agents or authorized representatives from any and all damages, costs, expenses and charges incurred by the latter arising out of or related to any loss, damage, or injury that may be sustained by the INTERNS or any property belonging to the latter while participating or undergoing the Internship Program with the COMPANY due to causes attributable to the said INTERN or those arising out of or related to any act or omission of the INTERN causing any loss, damage or injury to any third party or to the COMPANY, its officers, directors, employees, personnel, agents or authorized representatives while the INTERN is undertaking the Internship Program.

**5.4** In the event that any INTERN, after the Internship program, is employed by the COMPANY or the services of an INTERN are procured by the COMPANY other than by employment, their relationship and the terms and conditions governing the same shall be determined upon the mutual agreement of the COMPANY and the INTERN. The duration of the Internship Program with the COMPANY shall in no way be considered as part of the period of employment with the COMPANY, the INTERNS not being employees of the COMPANY at the time of his Internship Program.

**5.5 Internship Stipend.** Parties hereby agree and understand that the INTERNS shall receive Php 100 per eight hours worked during the Internship Program.

**5.6 Internship Duration.** The Internship Program of the Student Trainee commences on and ends the close of business hours of/or upon completion of the required hours of the Internship Program as fixed in writing by the COMPANY.

## 6. PLACEMENT AFTER INTERNSHIP PROGRAM

6.1 In the event that an INTERN's performance during the Internship Program (a) satisfies the standards of the COMPANY, (b) the assigned immediate supervisor gives the INTERN a satisfactory rating, and (c) all the pre-employment requirements of the COMPANY for a particular position are fulfilled, the COMPANY may, at its sole and absolute option, offer employment for a particular position within the COMPANY's organization to the INTERN. Notwithstanding any INTERN's rating after completion of the Internship Program, the COMPANY is under no obligation to offer any kind of employment to the INTERNS nor is the COMPANY required to procure the services of the INTERNS after the Internship Program.

6.2 The INTERN who accepts the position offered by the COMPANY may be required to undergo and complete other pre-employment requirements including but not limited to pre-employment medical tests, examinations and submission of other pertinent documents, papers or instruments necessary to determine their qualification for the said position. The offer of employment to the INTERN is fully conditioned and made subject to the completion and attaining of the required passing grade or rating by the INTERN for all pre-employment requirements and examinations, including graduation from his selected course for which the Internship Program is a requirement. The failure to meet the aforesaid conditions as stipulated herein shall result in the offer of employment being automatically withdrawn and of no effect.

6.3 The terms and conditions of employment of the INTERN upon qualification for employment, compliance with all the conditions set forth herein and acceptance of the offered employment shall be solely determined by the COMPANY, provided, however, that said terms and conditions are in accordance with existing laws, rules and regulations. The COMPANY is not bound to provide the same terms and conditions enjoyed by the INTERN during the Internship Program.

## 7. CONFIDENTIAL INFORMATION.

The Parties acknowledge that in the course of performance of this Agreement, the Parties, their respective employees, agents, or representatives may be exposed to or acquire information which is proprietary to or confidential to the other Party, including, but not limited to, procedures, policies, and schemes. Any and all information obtained by a Party or its officers, directors, employees, agents, and representatives in the performance of this Agreement, which relates to the other is confidential and proprietary information for the purposes of this Agreement (the "*Confidential Information*"). The Parties agree at all times during and after the Term, to keep in strictest confidence and trust all Confidential Information and to take all reasonable precautions to prevent its disclosure or misuse. Each Party and any of its officers, directors, employees, agents and representatives shall hold all Confidential Information disclosed to it by reason of this Agreement confidential and shall not disclose any such information to any other third party. Each Party agrees not to use Confidential Information for any purposes whatsoever other than for the provisions of this Agreement. The Parties agree that in the event of a breach of this provision damages may not be an adequate remedy, and the innocent Party shall be entitled to injunctive relief to restrain any such breach, threatened or actual, with no or minimal surety bond. This section shall survive the termination or expiration of this Agreement.

## 8. PERSONAL INFORMATION.

8.1 Each party shall: (i) comply with all applicable laws with respect to all Personal Information (as defined in Republic Act No. 10173 (or, *the Data Privacy Act of 2012*) and its implementing rules and regulations); (ii) not, by any act or omission, put the other Party or any of its affiliates in breach of any such laws; and (iii) execute, or arrange to be done and executed, each act, document and thing necessary or desirable to keep the other Party and any of its affiliates in compliance with any such laws in connection with this Agreement.

8.2 To the extent that a Party processes, collects, compiles, reproduces, stores, or distributes any Personal Information pursuant to this Agreement, the Party represents and warrants that it shall:

- a. process such Personal Information solely for the purposes of enabling it to perform its obligations under this Agreement;
- b. comply with all of the other Party's instructions from time to time in relation to the processing of any such Personal Information provided such instructions are consistent with all relevant laws;
- c. treat all Personal Information as Confidential Information;
- d. implement appropriate physical, technical, administrative, and organizational measures against unauthorized or unlawful processing, access, disclosure, alteration, or theft of any such Personal Information and against accidental loss or destruction of, or damage to such Personal Information;
- e. promptly notify the other Party if any security incident occurs in respect of any such Personal Information, and assist in any investigation into the incident; and
- f. promptly notify the other Party if the person to whom any Personal Information belongs makes a written request to have access to, correct or delete own Personal Information or any other complaint, allegation or request is made by the person to whom any Personal Information belongs or by any regulatory authority relating to each Party's or its affiliate's obligations under applicable data protection and privacy law and provide full cooperation and assistance to the other Party and its affiliates in relation to any such complaint, allegation or request.

The obligations under this section shall remain in full force after the termination of this Agreement.

## 9. NOTICES

9.1 All notices and other communications made or required to be given under this Agreement ("**Notice**") shall be in writing, and shall be sent by (i) electronic mail to the e-mail addresses specified below, (ii) fax to the numbers specified below, with receipt acknowledged, (iii) courier, or personal service to the addresses specified below:

To **UNIVERSITY NAME**:

Attention:

Address:

Telephone: (+632)

Fax: (+632)

E-mail Address:

To **COMPANY**:

Attention: **Mr. Rubenrico R. Marasigan**  
 Vice President for Human Capital Group  
 Address: 17<sup>th</sup> Floor BDO Paseo Towers, Paseo de Roxas, Makati City  
 Telephone: (+632) 976.3500 local 2001  
 Fax: (+632) \_\_\_\_\_  
 E-mail Address: ruben.marasigan@ph.mcd.com

9.2 A Notice shall be treated as given and received:

- a. if sent by fax or electronic mail before 5 pm on a business day at the place of receipt, on the day it is sent and otherwise on the next business day at the place of receipt; or
- b. if otherwise delivered before 5 pm on a business day at the place of delivery, upon delivery, and otherwise on the next business day at the place of delivery.

9.3 Each Party shall notify the other of any changes or updates to the contact information given above in such manner as to ensure the other Party's receipt of all Notice.

**10. REPRESENTATION & WARRANTIES.** The Parties hereby represent and warrant the following:

10.1 they have read and fully understood, and hereby accept, the foregoing terms and conditions and agree to comply with them;

10.2 each has full power, authority, and legal right to execute, deliver, and perform this Agreement and has taken all the necessary corporate action to authorize the foregoing;

10.3 this Agreement constitutes the legal, valid, and binding obligation of the Parties and is enforceable in accordance with its terms; and

10.4 the execution, delivery, and performance of this Agreement do not and will not violate any provision or result in the breach of or constitute a default of any law, regulation, or judgment, or violate any agreement binding upon any of the Parties or any of their property.

**11 TERM AND TERMINATION.**

11.1 This Agreement between the COMPANY and UNIVERSITY NAME shall be effective from the date of its signing and shall be valid for a period of **three (3) years** from effectivity between the COMPANY and the SCHOOL and for the duration of the Internship Program between the COMPANY and the INTERN as described in Paragraph 5.6 above.

11.2 Either Party may terminate this Agreement for whatsoever reason, other than breach or default, upon service of a written notice to the other Party at least ten (10) days prior to the effective date of termination of the Agreement. In cases of breach or default, a five (5) days prior written notice to the other Party is required for termination. In the event of termination of the Agreement by the COMPANY, a certification may be issued by the COMPANY only to the extent of the number of hours rendered to the COMPANY by the INTERN under the Internship Program. UNIVERSITY NAME hereby

affirms and acknowledges that the COMPANY is under no obligation to continue with the Internship Program of any INTERN upon termination of this Agreement.

## 12      **DEFAULT AND/OR BREACH**

UNIVERSITY NAME agrees that all the terms, provisions and agreements herein contained shall be deemed conditions as well as covenants and that if default or breach be made by UNIVERSITY NAME and / or the INTERNS of any such covenants and conditions and/or the policies, rules and regulations of the COMPANY, then this Agreement, at the sole discretion of the COMPANY, may be terminated and cancelled forthwith upon five (5) days prior written notice and UNIVERSITY NAME and the INTERN shall jointly and solidarily be liable for any and all damages, actual and consequential, resulting from such default or breach and/or the termination of this Agreement. UNIVERSITY NAME hereby affirms and acknowledges that the COMPANY is under no obligation to continue with the internship program of any INTERN upon termination of this Agreement or upon any breach or violation by the INTERNS of the rules and regulations of the COMPANY.

## 13      **MISCELLANEOUS PROVISIONS.**

13.1      **Force Majeure.** This Agreement shall be deemed suspended upon the occurrence of any act of God, force majeure or fortuitous event, such as, but not limited to, public emergency or necessity, government regulations and protocols, natural calamities or disasters, typhoon, flood, earthquake, accident, strike, lockout, pandemic, epidemic, or due to the direction or restriction of national, provincial, or city authorities, or due to the direction or restriction of any duly authorized private organization, or for any event or cause beyond the control of the Parties. Insofar as may be practicable and upon the cessation of such occurrence, the Parties shall agree upon the date of resumption of the rights, obligations, terms and conditions of this Agreement. In the event that the Parties cannot agree thereon, or should either Party be unable to fulfil or perform its obligations under this Agreement, provided that no fault, whether direct or otherwise, or negligence, whether contributory or otherwise, may be attributed upon the Party invoking any of the herein-enumerated causes, neither Party shall be held liable by the other for any damages or any other claim, whether monetary or otherwise, in connection herewith. For purposes of this provision, the Party invoking any of the herein-enumerated causes shall, however, advise the other Party of such event at the earliest possible opportunity and shall be free from any liability from the time of the notice.

13.2      **Waiver.** No delay, omission or failure to exercise any right or remedy provided for in this Agreement or to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall be construed as a continuing waiver or relinquishment thereof, and each Party may at any time exercise any or all its rights or remedies herein and demand strict and complete performance of this Agreement by the other Party. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

13.3      **Amendments.** No provision hereof may be amended, modified, revised, or deleted in any manner whatsoever without the mutual agreement of the Parties in writing.

13.4      **Assignment.** No Party hereto may assign or transfer its rights or obligations arising under this Agreement, without the prior written consent of the other

Party hereto. This Agreement shall be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the Parties.

13.5 **Severability.** If any provision of this Agreement is held or declared to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

13.6 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Republic of the Philippines. All actions arising out of this Agreement shall be filed in the courts of Makati City only, to the exclusion of all other courts.

13.7 **Entire Agreement.** This Agreement supersedes any prior oral or written communications, representations, agreements or understandings between the Parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties among the Parties other than those set forth herein. All Parties have had the opportunity to review this Agreement and the opportunity to have this Agreement reviewed by their representatives and/or attorneys, affirm that they understand the terms thereof, the obligations and responsibilities undertaken herein and the consequences and effects of the said Agreement. The Parties willingly and voluntarily execute this Agreement and undertake the obligations stipulated herein. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted in accordance with the fair meaning of its terms.

13.8 **Counterparts.** This Agreement may be executed in any number of counterparts, and this has the same effect as if the signature of the counterparts were on a single copy of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and place above stated.

<b>UNIVERSITY NAME</b>	<b>GOLDEN ARCHES DEVELOPMENT CORPORATION</b>
By:	By:
<b>REPRESENTATIVE</b>	<b>RUBENRICO R. MARASIGAN</b>
<i>Designation</i>	<i>Vice President for Human Capital Group</i>

Signed in the presence of:

<hr/>	<hr/>
<b>JEAN MARIE L. ROYO</b>	<b>&lt;Name&gt;</b>
Talent Acquisition Specialist & Internship Supervisor	<b>&lt;Internship Supervisor&gt;</b>

ACKNOWLEDGMENT

Republic of the Philippines)  
\_\_\_\_\_ City ) S.S.

BEFORE ME, a notary public for and in the City of \_\_\_\_\_, this \_\_\_\_th day of \_\_\_\_\_ 20\_\_, the following personally appeared with their respective Community Tax Certificates:

Name	Govt-issued I.D.	Date/Place of Issuance
Rubenrico R. Marasigan	xxxx	xxxx
<INSERT DETAILS OF UNIVERSITY REPRESENTATIVE>		

known to me and to me known to be the same persons who executed the foregoing Internship Agreement and they acknowledged before me that the same are their free act and voluntary deed as well as that of the corporations herein represented.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the place, day and year above written.

Notary Public

Doc. No.:  
Page No.:  
Book No.:  
Series of \_\_\_\_\_