

DT 2023022603
HR 4-1

MEMORANDUM OF AGREEMENT

Know All Men By These Presents:

This MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into by and between:

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a government educational institution with principal address at Anonas St., Sta. Mesa, Manila, duly represented by its Vice President for Branches and Satellite Campuses, **PROF. PASCUALITO B. GATAN**, hereinafter referred to as the "**UNIVERSITY**";

-and-

THE PHILIPPINE STOCK EXCHANGE, INC., a corporation duly created and existing under the laws of the Republic of the Philippines, with office address at 6th to 10th floors, PSE Tower, 5th Avenue corner 28th Street, Bonifacio Global City, Taguig City, duly represented by its Executive Vice President and Chief Operating Officer, **ROEL A. REFRAN**, hereinafter referred to as the "**Host Training Establishment**" or "**HTE**".

The **UNIVERSITY** and the **HTE** shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, the Commission on Higher Education (CHED), on 29 August 2022, issued **CHED Memorandum Order No. 09, Series of 2022**, also known as the "Updated Guidelines on the Implementation of Face-to-Face Classes to Prevent and Mitigate COVID-19 Infections in Higher Education." The CMO states that off-campus activities for the completion of course requirements such as internship/practicum/training are allowed subject to the approval of the Local Government Unit (LGU), where off-campus activities will be held. It also states that Higher Education Institutions (HEIs) are encouraged to coordinate with their partner institutions to allow unvaccinated students to participate in OJT/internship/fieldwork/practicum;

WHEREAS, pursuant to the aforementioned memorandum, the Office of the Vice President for Academic Affairs (OVPA) of the **UNIVERSITY**, on 13 October 2022, issued **Memorandum Order No. 11, Series of 2022**, which states that effective the first semester of the academic year 2022-2023, in-person or onsite on-the-job training /internship is resumed, subject to the health protocols and alert level of the local government unit where the HTE is situated. It also states that online/virtual and work-from-home arrangements of training are still allowed;

WHEREAS, the **UNIVERSITY**, has established an Internship Program as part of its curriculum. The program is designed to supplement the learnings and to train students to become competitive and technologically innovative professionals through actual exposure to a professional workplace or through the online platform to address the new normal brought about by COVID-19;

WHEREAS, the **HTE** supports this program and is willing to give the students of the **UNIVERSITY** course-related work assignments and expose them to actual learning experiences;

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

A. Responsibilities of the University

1. The University shall instruct the college in which the student intern is enrolled ("College") to, and the College shall, conduct pre-internship orientation for the student

intern, as a pre-requisite to his/her deployment to internship venues, on work environment issues, including but not limited to, proper work ethics and laws against sexual harassment.

2. The University shall take appropriate action on any complaint against the student intern in accordance with its policies. It agrees to withdraw the student intern who is found to misbehave and/or act in defiance of existing standards, rules, and regulations of the HTE and impose the necessary University sanctions against the said student intern.
3. The University shall issue a final grade to the student intern upon completion of the requirements within the prescribed period in accordance with its regulations on the grading system and performance assessment of the HTE.
4. The University shall maintain confidentiality, when and where appropriate, during and after the internship period of all the data, business, or trade secrets of the HTE, where such information is not within the public domain and is indicated and understood as confidential.

B. Responsibilities of the HTE

1. The HTE shall commit to take in the student intern to undergo the Internship Program consistent with the requirements of the University.
2. The HTE shall orient the student intern on the standard rules and regulations of the establishment.
3. The HTE shall provide free relevant instruction, exposure, and training to the student intern, consistent with its policies, rules, and regulations. It shall treat the student intern in a professional manner, and shall ensure that the student intern, in the course of the internship, shall not be exposed to any form of harassment/unethical practice or tasks and work assignments that are unreasonably risky, dangerous or unrelated to the purposes of the Internship Program.
4. The HTE shall issue a Certificate of Completion to the student intern within ten (10) working days after the completion of the internship.

C. Responsibilities of the Student Intern

1. The student intern shall execute an Internship Agreement with the HTE which includes the notarized written consent of the parent/guardian allowing his/her son/daughter to undergo the Internship Program with the HTE.
2. The student intern shall maintain confidentiality, when and where appropriate, during and after the internship period of all the data, business, or trade secrets where such information is not within the public domain and is indicated and understood as confidential.
3. The student intern shall adhere to the existing rules and regulations of the HTE including the proper use of tools, instruments, machines, and equipment.
4. The student intern shall be personally responsible for any and all liabilities, injury to himself or to property or persons arising from his fault or gross negligence in the performance of his duties and functions while under the internship. The student intern shall hold the HTE and the University free and harmless from any demand, claim or complaint whatsoever arising from this Agreement, except in cases of gross negligence by any officers, employees or agents of HTE or the University.

D. General Provisions

1. The OJT and Quality Assurance Coordinator/Faculty Adviser shall determine the duration of the internship and shall inform the HTE of the same through an endorsement letter.
2. The internship shall be for a maximum of eight (8) hours per day, between 8:00 am to 5:00 pm, Mondays to Fridays only.
3. The student intern shall not be subjected to mandatory overtime (OT) nor be required to work during holidays.
4. The HTE and the University shall jointly develop an Internship Plan for the student intern specifying objectives, knowledge, and competencies that the student intern should acquire in each learning area, assignment, and/or activity covered by the Internship Plan.
5. The HTE is not obliged to employ the student intern upon completion of the internship. The HTE, however, upon consultation with the University, may invite qualified students to submit themselves to examinations, interviews, and file pertinent documents in support of their application.
6. There is no employer-employee relationship between the HTE and the student intern. The student intern shall not be entitled to compensation/benefits accorded to an employee. However, the HTE may grant the student intern a training allowance, if possible, in accordance with the HTE's existing rules and regulations.
7. The Parties shall claim co-ownership for whatever output/result/technologies generated from the internship that will merit intellectual property application, publications, or use, subject to laws and regulations relating to copyright and intellectual property rights.
8. The Parties shall not divulge any information of the other party that they may have access to, and any such information will only be used for academic purposes.

E. Termination, Entirety of the Agreement, Period, and Governing Law

1. The Parties shall have the right to pre-terminate this Agreement and/or the internship contemplated by this Agreement on any of the following grounds by serving a written notice to the other party at least thirty (30) days prior to the intended date of termination:
 - a. The student intern substantially violates the rules and regulations of HTE, or in cases of serious misconduct of the student intern;
 - b. The HTE is proven to fail in providing the safety of the student intern and quality of training contemplated by this Agreement; or
 - c. There is material violation of the foregoing covenants that will warrant the cancellation of this Agreement.

PROVIDED, that the terminating party shall formally inform the OJT and Quality Assurance Coordinator/Faculty Adviser of the grievance before any decision to terminate is made and finalized. The OJT and Quality Assurance Coordinator /Faculty Adviser shall intervene to rectify the situation in the interest of all parties concerned.

The Agreement may also be terminated by mutual agreement of the Parties.

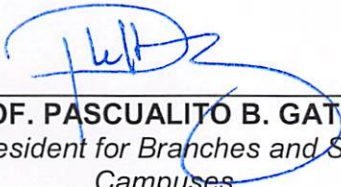
2. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It excludes and supersedes everything else which has occurred between the Parties whether written or oral, including all other communication with respect to the subject matter hereof. Any amendment hereto shall be mutually agreed upon in writing by the Parties.

3. This Agreement shall take effect on the date of signing by both Parties and shall continue to be in force for a period of three (3) years unless earlier terminated pursuant to clause E.1.
4. The three-year period shall be applicable to cover other prospective student interns who may likewise be required to undergo an internship with the HTE during the effectivity of this Agreement.
5. Any renewal of this Agreement shall be through the mutual written consent of both Parties.
6. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the Parties hereby affix their signatures this ____ day of _____, 2023 at _____, Philippines.

**POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES**

By:



PROF. PASCUALITO B. GATAN
*Vice President for Branches and Satellite
Campuses*


THE PHILIPPINE STOCK EXCHANGE, INC.

By:



ROEL A. REFRAN
*Executive Vice President & Chief Operating
Officer*

SIGNED IN THE PRESENCE OF:



Dr. MARISSA B. FERRER
Director, PUP Taguig Branch



JENICE D. CHUA
Head, Human Resources Department

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____) S.S.

BEFORE ME, a Notary Public, for and in the City of _____, this _____ day of _____, 20____, personally appeared:

	Valid Proof of Identity	Issued at/on
PROF. PASCUALITO B. GATAN	_____	_____
ROEL A. REFRAN	Driver's License No.: D06-96-170022	_____

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 four (4) pages including the page where this Acknowledgment 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.

Doc. No. 15 :
Page No. 4 :
Book No. 7 :
Series of 2023.

Notary Public
ATTY. JESUSE APAYOD
Appointment No. 27 (2023-2024)
Notary Public for Taguig City, until December 31, 2024
4140 Gen. Santos Ave., Lower Bicutan, Taguig City
PTR No. A-5781176 / 4 Jan. 2023 / Taguig City
Roll No. 57266 / IBP Lifetime No. 012164 / RSM Chapter
MCLE Compliance No. VII - 000365 / valid until 14 April 2025