**MEMORANDUM OF UNDERSTANDING**

**KNOWN ALL MEN BY THESE PRESENTS:**

The **QUEZON CITY UNIVERSITY**, a local university organized under the laws of the Philippines, with office address at, 673 Quirino Hi-way, Brgy. San Bartolome, Quezon City, represented by University President, **Dr. THERESITA V. ATIENZA**, herein referred to as **“QCU”.**

and

**8BOX SOLUTION INC.**, with principal address at, 9 Emerald Millionaires Village, Novaliches, Quezon City duly represented by its ceo, **MR.** **MARK RYAN T. PENAFIEL,** herein referred to as **HTE (Host Training Establishment).**

**WITNESSETH:**

**WHEREAS, QCU** instituted an internship program as part of the curriculum for its students to provide them with adequate experience in actual industry work operations and to augment their formal education;

**WHEREAS, QCU** believes in the usefulness and benefits of the partnership by fulfilling its mission and vision by honing the potential of its students and enabling them to be productive members of society.

**WHEREAS, the HTE,** in its desire to enhance the training and development of more and more professionals, has agreed to provide support to the students of QCU in the form of training on the operations and latest developments in its industry; and

**WHEREAS, QCU and the HTE** executed a Memorandum of Understanding that covers the internship program's objectives and principles according to their established **Internship Plan** for the Student.

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

**Section I**

**Responsibilities of QCU**

1. **QCU** shall provide the Student-Interns with the basic orientation on work values, behavior, and discipline to ensure due cooperation with the **Host Training Establishment (HTE)** and shall issue an official endorsement vouching for the credentials of the Student-Interns that shall be used by the HTE for processing the application of the Student-Interns;
2. **QCU** shall closely monitor the **Student-Interns** through their respectively designated Internship Coordinators to help ensure that the Student-Interns conduct themselves in line with the **HTE's** policies and finish their assigned tasks according to the Internship Plan;
3. **QCU** shall voluntarily withdraw a student-trainee who is found to misbehave and/or act in defiance of existing standards, rules, and regulations of the **HTE** and impose necessary QCU sanctions on the said student;

**Section II**

**Responsibilities of the HTE (Host Training Establishment)**

1. The **HTE** shall provide free relevant instruction, exposure, and training to the **Student-**Interns, consistent with its policies, rules, and regulations and with the established **Internship Plan**. It shall professionally treat the Student-Interns, and shall ensure that the Student-Interns, in the course of training, 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 Plan;
2. The **HTE** shall provide free relevant instruction, exposure, and training to the **Student-Interns** that is consistent with its policies, rules, and regulations and in line with the established **Internship Plan.**
3. The **HTE** shall provide the necessary equipment, access, and other needed materials/facilities for the proper execution of the assigned tasks if it shall require the Student-Interns to conduct online or work-from-home tasks.
4. The **HTE** will accomplish the respective evaluation forms required by **QCU** and issue a **Certificate of Completion to the Student** within ten (10) working days after the completion of training;

**Section III**

**Internship Plan and Online Work/Training**

The Online Internship Program of QCU is established to comply with **CHED COVID Advisory No. 7 and Joint Memorandum Circular Order No. 2021-001.** The provisions of this Agreement shall likewise apply to the online set-up except when it particularly pertains to a face-to-face set-up. Furthermore, the following provisions shall apply:

1. The **Student-Interns** are expected to perform office-related tasks such as, but not limited to, research, production of written reports, attendance in meetings, and field activities, as may be applicable;
2. The **Student-Interns** are allowed to perform Online Training (web-based) or be subjected to Work-from-Home arrangements as delegated by the **HTE** and according to the attached Internship Plan. The same shall be considered creditable internship hours for this Agreement; and
3. The **Student-Interns** shall perform tasks or responsibilities within the period as specified in the Internship Plan established by **QCU and the HTE** (deemed an integral part of this Understanding).

**Section IV**

**General Provisions**

1. The duration of the program shall be determined by the OJT Faculty Adviser.
2. The internship shall be for a maximum of eight (8) hours between 8:00 am to 5:00 pm, Mondays to Fridays only.
3. The **HTE and QCU** 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.
4. The **HTE** is not obliged to employ the student intern upon completion of the internship. The HTE, however, upon consultation with the **QCU**, may invite qualified students to submit themselves to examinations, and interviews, and file pertinent documents in support of their application.
5. 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.
6. The **Student Intern** shall not be subjected to mandatory overtime (OT) nor be required to work during holidays.
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 the policies of the QCU relating to copyright and intellectual property rights.
8. The **Parties** shall not divulge any information that it may have access to, and any such information will only be used for academic purposes.

**Section V**

**Termination, Entirety of the Agreement, Period and Governing Law**

1. The **Parties** shall have the right to pre-terminate the internship contemplated by this Understanding by serving a written notice to the other party at least **thirty (30) days prior to the intended date of termination.**
2. This Understanding 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 Understanding 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 for just cause**, by either Party after thirty (30) days prior written notice to the other Party.
4. Any renewal of this Understanding shall be through the mutual written consent by both parties.
5. This Understanding 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

\_\_\_\_\_\_\_,20\_\_\_at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

|  |  |
| --- | --- |
| **QUEZON CITY UNIVERSITY** | **8BOX SOLUTION INC.** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **DR. THERESITA V. ATIENZA**  *University President* | By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **MR. MARK RYAN T. PENAFIEL**  Chief Executive Officer |

SIGNED IN THE PRESENCE OF:

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **MS. AURA ROSE L.CUEVA**  Chief, Scholarship Placement Alumni Relations Division (SPARD) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **MR. JIMBOY M. REYES**  Backend Developer |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **LALAINE JOSEFA L. CARRAO** , LPT, MSIT OIC Dean, College of Computer Studies |  |
|  |  |