**MEMORANDUM OF AGREEMENT**

**KNOW ALL BY MEN BY THESE PRESENTS:**

This Memorandum of Agreement is made and entered into by and between:

The **CEBU PROVINCIAL CAPITOL** an organization existing under and by virtue of the laws of the Republic of the Philippines, with office address at **NESCARIO ST.,BRGY.CAPITOL SITE, CEBU CITY, 6000 CEBU** represented herein by Governor, **HON. GWENDOLYN F. GARCIA** who is duly authorized to represent the organization in its transaction, hereinafter referred to as the **FIRST PARTY.**

-and-

The **CEBU TECHNOLOGICAL UNIVERSITY (CTU),** an educational institution duly organized and existing under the laws of the Philippines with principal office address at R. Palma Street. Cebu City herein represented by **DR.JOSEPH C. PEPITO** **,** University President, hereinafter referred to as the **SECOND PARTY.**

WITNESSETH: That-

**WHEREAS,** the Parties in this agreement intend to establish an Internship Program that will enable students to acquire valuable skills and gain practical experience after they have graduated. The primary objective of this agreement is to provide a platform for students to prepare themselves for the workforce and increase their employability.

**WHEREAS,** the Parties desire to set forth the respective rights and obligations of the Parties with respect to this Agreement;

**WHEREAS**, the FIRST PARTY is engaged in business/trade that makes it suitable as a training partner and agrees to accept students of the SECOND PARTY as trainees in its various facilities in support of the on-the-job training/practicum training program /industry immersion of the SECOND PARTY;

**WHEREAS**, the SECOND PARTY is an institution that is in need of a partner in training its students, with the object of forging Industry-Academe Linkage to complement existing curricula to match industry demand, sagrees to endorse the students and provide participants in the said program to be trained in the FIRST PARTY.

**NOW, THEREFORE** for and in consideration of the following premises, the FIRST PARTY and the SECOND PARTY do hereby agree and stipulate the following:

**A. The FIRST PARTY shall:**

1. (a) Formulate and provide a training plan that includes the contents of the training proper, the schedule and the activities for each phase for the student-trainees in cooperation with CTU; and (b) executes the training plan in accordance with the agreed training period.

2. Assign personnel who will serve as immediate supervisor to the student-trainees. The student-trainees will be assigned practical and related works along their area of specialization.

3. Provide General Orientation Program (GOP) to the student-trainees with their Intern/On-the-Job Coordinator about the FIRST PARTY Background and Profile, Organization Structure, Rules and Regulations, Code of Discipline and Conduct, Safety Training, Co-Intern Welfare, 5S Orientation, On-the-Job Training Terms and Conditions and other topics needed by the student-trainee to comply with the FIRST PARTY standards.

4. Issue an acceptance letter to the student-trainees (as required by the SECOND PARTY).

1. Conduct section trainings and involve the student-trainees in activities and tasks to develop their knowledge, skills, attitude and creative abilities to become professionals in their field of endeavors.

6. Issue Certificates of Completion to student-trainees who successfully finish their training under this program;

**B.** **The SECOND PARTY shall:**

1. Recommend qualified and competent student-trainees who will undergo the exposure program taking into consideration the requirements of the FIRST PARTY in terms of qualification and number of students;

2. Agree to send a list of its student-trainees to the FIRST PARTY with Acceptance Letter (coming from SECOND PARTY), and Parent’s/Guardian’s Consent for the student to participate in the On-the-Job Training/ Practicum Training Program/ Industry Immersion. (Attachment “1”)

3. Designate an On-the-Job Training/Practicum Training Program/ Industry Immersion Chairman/Coordinator who will be assigned with the following responsibilities:

3.1. Initial orientation of the student about the rules, proper attitude, and behavior inside the job-site particularly towards his/her work, co-interns, and the employees of the FIRST PARTY;

3.2. Formulation of supervised training plan in cooperation with the FIRST PARTY;

3.3. Monitor attendance of activities and performance of the students during the exposure program;

4. Provide appropriate insurance coverage to include accidental injuries to student-trainees during the internship period;

5. Agree to the obligations of confidentiality set out in details as follows:

5.1. All technical or commercial information, e.g. concerning the business of the FIRST PARTY disclosed or to be disclosed to the SECOND PARTY by or in behalf of the FIRST PARTY in connection with this agreement will be received and held in confidence by the SECOND PARTY unless and until the FIRST PARTY gives written approval for release of confidentiality.

5.2. The SECOND PARTY will take all reasonable necessary steps to prevent disclosure of the technical or commercial information and others without prior written consent from the FIRST PARTY.

1. **Conflict/Grievance Resolution Process**

In case of any breaches, violations, or concerns related to the Internship Program, Memorandum of Agreement (MOA), and Non-Disclosure Agreement (NDA), the Company's representative and CTU's OJT Coordinator must have a meeting immediately to discuss and come up with an acceptable resolution. If the matter affects the student-intern's welfare, they should also be included in the discussion. All parties involved must make every effort to resolve the issue amicably. However, if the case is sexual harassment, the First Party’s Code of Discipline will be applied.

If the concern remains unresolved, it should be referred to the Grievance Committee. The Committee will be composed of the following members:

\*First Party - HR Representative;

\*First Party - Direct Supervisor/Mentor of the student-trainee;

\* First Party - Other Personnel as recommended by the First Party;

\*Second Party (CTU) - College Dean;

\*Second Party (CTU) - SIPP/Intern Coordinator/Program Chair;

\*Second Party (CTU) - GAD representative;

\*Second Party (CTU) - SAO representative;

\*Second Party (CTU) - University Director for Internship;

\*Second Party (CTU) - Legal Office representative.

In the event that a committee member is the subject of a complaint, it is appropriate to recuse themselves and be substituted by another representative.

The Grievance Committee is authorized to further review any complaints or grievances from the SECOND PARTY, FIRST PARTY, student intern, and other stakeholders. The Grievance Committee shall have the responsibility of resolving any disputes arising from violations of the training agreement or upon the filing of a complaint by an aggrieved party. The party that has been affected should promptly notify, through writing, the OJT/Intern Coordinator to arrange for a discussion at the Grievance Committee level.

If the issue or concern remains unsettled at the Grievance Committee level or in case the complaint is against a member of the Grievance Committee, the case shall be referred to the concerned Commission on Higher Education Regional Offices, as stated in CHED Memorandum Order (CMO) No. 104, Series of 2017 - Revised Guidelines for Student Internship Program in the Philippines for All Programs.

1. **Violations by the Parties**

Breaches committed by the parties to the terms and conditions of this Agreement shall be subject to the consequences outlined in this MOA, as well as any relevant legal regulations, orders, and laws of the Republic of the Philippines.

Here are the violations by the parties as stated in the CHED Memorandum Order (CMO) No. 104, Series of 2017:

1. **Violations by the Higher Education Institution (The SECOND PARTY):**

Any Higher Education Institution/SECOND PARTY the that shall be found to have committed the following violations shall be meted with the appropriate sanctions provided in Article XII of CMO No. 104, Series of 2017:

1. Sending students for internship without the required government recognition or Board Resolution Certificate of Program Compliance for said program;
2. Partnering with entities that have no juridical personality;
3. Allowing student interns to undertake SIPP without the signed MOA with the FIRST PARTY;
4. Allowing student interns to undertake SIPP without a valid internship offer or contract between the Host Training Establishment/FIRST PARTY and the students;
5. Making false statements/mis-statements of student records/documents to make it appear that the student is qualified to undertake SIPP;
6. Demanding from student interns training fees or other charges, not in accordance with the provisions of CMO No. 3, s. 2012;
7. Failing to provide free medical and dental services and appropriate insurance coverage;
8. Failing to monitor periodically as stipulated in the internship plan, welfare of student interns and thus exposing them to situations that may be deemed as exploitation of the students;
9. Failing to submit required reports to CHED as specified under these guidelines, particularly on results of pre and post monitoring and evaluation of student interns and action taken on their grievances and complaints, if any; and
10. Such other acts similar or analogous to the foregoing that is in violation of the provisions herein.
11. **Violations of Host Training Establishment (The FIRST PARTY)**
12. Violation of any of the provisions of the MOA and this CMO;
13. Changing provisions of signed internship contract and/or agreement without the consent of the student interns and The SECOND PARTY;
14. Non-compliance with prescribed Internship Plans;
15. Placing student interns in internship venues which degrade, debase or demean the intrinsic worth and dignity of the student intern as a human being;
16. Withholding practicum reports of student interns without just cause; and
17. Such other acts similar or analogous to the foregoing and activities classified as human trafficking under R.A. No. 9208 and such other similar issuances that is in violation of the provisions herein.
18. **Violations of Student Interns**
19. Any act of gambling, theft and other similar illegal acts;
20. Submitting forged or fraudulent documents;
21. Any act in violation of the SECOND PARTY’s rules and regulations;
22. Any act in violation of the FIRST PARTY’s rules and regulations in accordance with the internship program; and
23. Any act in violation of the laws of the country.
24. **No Employer-Employee Relationship**

1. There will be no employer-employee relationship between the FIRST PARTY and the student-trainees of the SECOND PARTY;

**F. Confidentiality and Intellectual Property Rights**

1. During the duration of the training and thereafter student-trainees must not (other than in the proper course of their duties or as may be required by law);
   1. Divulge or disclose to any other person or corporation, without the prior written consent of the FIRST PARTY, any confidential information relating to each of their respective business or any trade secrets of which the student-trainees may possess while on training with the FIRST PARTY or prior thereto;
   2. Use or attempt to use any such confidential information or any manner which may cause or be calculated to cause injury or loss to the FIRST PARTY, or to a related associated corporation, or a supplier or customer, or any of them.
   3. All designs, slogan, policies, manufacturing techniques, programs or devices relating to the business of the FIRST PARTY or its associated corporation which are discovered, invented, improved, or developed by the student-trainees during the course of the training (weather during regular business hours or otherwise) will be the property of the FIRST PARTY whether conceived or developed by the student-trainee solely or jointly with others and the student trainee must execute any document and do all things as may be required by the FIRST PARTY or to assign the use of such property to the first party, provided that the first party will bear all costs and expenses related thereto.

**G. Effectivity**

1. This Memorandum of Agreement shall take effect and in full force for three (3) years from the date of signing by both parties. The duration for on-the-job training (OJT) program of each student shall begin and end as indicated in the approved training plan.
2. **Amendments and Pre-termination**
3. Any provision of this agreement may be amended after a fifteen (15) day written notice and consent by both parties herein.
4. The SECOND PARTY reserves the right to withdraw its participation and agreement upon a thirty (30) day written notice, with or without cause.
5. The FIRST PARTY reserves the right to terminate the training of any student-trainee who violates Paragraph 3, Section D of this Agreement. The termination will be effective 15 days after written notice is provided to the SECOND PARTY.

**IN WITNESS WHEREOF**, the parties hereto have signed this presents on this [date] day of [month]**,** [year].

***FIRST PARTY:***

By:

**HON. GWENDOLYN F. GARCIA**

**Governor**

**CEBU PROVINCIAL CAPITOL**

***SECOND PARTY:***

***CEBU TECHNOLOGICAL UNIVERSITY***

By:

**DR. JOSEPH C. PEPITO**

University President

SIGNED IN THE PRESENCE OF:

**EINGILBERT C. BENOLIRAO [name\_of\_coordinator]**

CAMPUS DIRECTOR INTERNSHIP COORDINATOR

**ACKNOWLEDGEMENT**

Republic of the Philippines)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) S.S.

BEFORE ME, this \_\_\_\_ day of FEBRUARY 2024, in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines, personally appeared:

Name Government Issue ID Place and Date Issued

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

known to be the same persons who executed this instrument and they acknowledge to them that the same are their voluntary act and free will.

This instrument pertains to the Memorandum of Agreement consisting of six (6) pages, including this page where the Acknowledgement is written and all attachments hereof, and which has been signed by the parties together with their witnesses, on each and every page.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at the place and the date stated above.

Doc. No \_\_\_\_\_\_

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

Book No. \_\_\_\_\_\_

Series No. \_\_\_\_\_\_

Attachment **“1”**

The following individuals have been selected as student-trainees for the First Party's training program:

|  |  |  |  |
| --- | --- | --- | --- |
| **NAME** | **PROGRAM** | **DURATION** | **SIGNATURE** |
| **1. [firstname] [lastname]** | [degree\_program] | [hours] |  |