

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("**Agreement**"), is made and executed on this 5th Day of February 2024 in the City of Manila, Philippines, by and between:

UNIVERSIDAD DE MANILA (UDM), a public tertiary educational institution duly recognized and existing under and by the virtue of City Ordinance No. 8210, Manila, represented herein by its College of Arts and Sciences Dean, **DR. NOAMI D. SOLANO**, after having been duly authorized by the Board of Regents and hereinafter referred to as the **UNIVERSITY**,

-and-

UNIVERSIDAD DE MANILA, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at the ONE MEHAN GARDENS, PHILIPPINES MANILA 1000 herein represented by its Duly Authorized Representative, **PROF. LOIDA J. PRIMAVERA**, hereinafter referred to as the **PARTNER INSTITUTION**.

WITNESSETH

WHEREAS, the **UNIVERSITY** is offering various academic programs and has instituted programs under the Guidance Placement Office;

WHEREAS, the **PARTNER INSTITUTION** agrees to support the programs of the **UNIVERSITY** to complement the latter's existing various academic curricula to match industry demand;

NOW, THEREFORE, for and in consideration of the foregoing premises, the **UNIVERSITY** and the **PARTNER INSTITUTION** have agreed as they hereby agree to enter into this Agreement subject to the following conditions:

- A. This Agreement aims to establish a framework for cooperation between the parties in the areas of job placement and other partnerships, through the carrying out of joint actions.
- B. Taking the laws and regulations of each organization into account, the objective of this cooperation is to promote and develop one or more of the following:
 - **Recruitment Activities/Job Placement,**
 - **Accepting UNIVERSIDAD DE MANILA students for on-the-job training, and,**
 - **Collaboration in Tracer Study particularly on giving feedback regarding the performance of hired graduates.**
- C. The terms for implementing the various acts of cooperation between both organizations, as listed in Section B, will be subject, when necessary, to specific agreements intended to complement this Agreement, provided that upon effectivity of this Agreement, the **UNIVERSITY** shall be allowed to use the company logo of the **PARTNER INSTITUTION** for purposes not otherwise in violation of the terms of this Agreement.
- D. Each Party shall extend its full cooperation to the joint actions/projects to be undertaken under this Agreement.
- E. Nothing herein shall be construed as creating an employer-employee relationship or agency between the Parties.

F. RESPONSIBILITIES OF THE UNIVERSITY

- 1. The UNIVERSITY shall ensure the PARTNER INSTITUTION that its student(s) who will undergo training are physically fit, emotionally stable, academically ready and with all the requirements of the training program;
- 2. The UNIVERSITY shall be responsible to have its student(s) comply with the rules and regulations set forth by the PARTNER INSTITUTION;
- 3. The UNIVERSITY shall be responsible to inform its student(s) undergoing the OJT certain guidelines, including but not limited to the following:
 - 3.1. Any and all information received or given to the student(s) during the OJT period to assist in the performance of their assigned tasks shall be treated with utmost care and confidentiality. Otherwise, necessary sanctions and/or remedies available under the law may be imposed on the student(s);
 - 3.2. Any and all damages or losses of properties attributable to the student's carelessness, negligence and/or intentional act/s shall be for the sole responsibility and liability of the erring student.

G. RESPONSIBILITIES OF THE PARTNER INSTITUTION

- 1. The PARTNER INSTITUTION shall be responsible to provide human resources- related training and impart knowledge to the student(s) of the UNIVERSITY;
- 2. The PARTNER INSTITUTION agrees to provide the number of training hours prescribed in the training syllabus per practicum period of the UNIVERSITY;
- 3. The PARTNER INSTITUTION shall be responsible for the issuance of Certificate of Training asproof of satisfactory completion of the training as prescribed under the training syllabus of the UNIVERSITY;
- 4. The PARTNER INSTITUTION shall not be liable for the occurrence of any sickness or other physical or mental defect or disorder, directly or indirectly arising/affecting the student(s) during the training period.

H. PRE-TERMINATION OF THE AGREEMENT

Either of the parties may pre-terminate this Agreement without any penalty, for any cause, with or without fault on either party, by serving a written notice of termination to the other party at least thirty (30) days prior to the intended date of termination.

I. PROVISIONS FOR AMENDMENT

Any provision of this Agreement may be subject to amendment with the written conformity of both parties.

J. ATTACHMENTS/ANNEXES

The following attachments/annexes shall form integral parts of this Agreement:

- 1. **Contract** between the UNIVERSITY and the Student on OJT;
- 2. **Letter of Acceptance of On-the-Job Training** by the Student.

K. EFFECTIVITY

This Agreement shall be effective for the school year 2022-2023 or as may be requested by either party unless sooner terminated in the manner provided for the preceding paragraph, but the same may be renewed by both parties as the need arises.

IN WITNESS WHEREOF, the representatives of the parties have hereunto affixed their signatures on the date in the place above written.

UNIVERSIDAD DE MANILA
(UNIVERSITY)

UNIVERSITY REGISTRAR
(PARTNER INSTITUTION)

By:

DR. NOAMI D. SOLANO
Dean, College of Arts and Sciences

PROF. LOIDA J. PRIMAVERA
Partner Institution Representative

Signed in the presence of:

John Christin Galvez
Student Trainee

Dr. Jose M. De Leon
OJT Faculty-In-Charge

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF) S. S.

BEFORE ME, a Notary Public for and in the above jurisdiction, on this ____ day of _____ 2024, personally appeared the following persons, to wit:

Name	Government Issued ID	Date/Place Issued
_____	_____	_____
_____	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act and deed, and the voluntary act and deed of the entities herein represented.

This instrument consisting of **three (3) pages**, including this page whereon the acknowledgment is written, has been signed by the parties hereto and their instrumental witness on each and every page thereof.

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2023.

