

MEMORANDUM OF AGREEMENT
(OJT/Practicum for the Bachelor of Science in Information Technology)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered, in counterpart originals, this **10th day of January, 2025** in San Ildefonso, Bulacan, Philippines AND **Kratie, Cambodia**, by and between:

The **BULACAN AGRICULTURAL STATE COLLEGE (BASC)**, a state college created by virtue of Republic Act (RA) No. 8548, as amended, with principal office at Administration Building, BASC Main Campus, Brgy. Pinaod, San Ildefonso, Bulacan, represented by its **SUC President III, DR. JAMESON H. TAN, CESE**, hereafter referred to as **“FIRST PARTY”**;

-AND-

University of Kratie, a corporation duly organized and existing under, and by virtue of, the laws of Cambodia, with business address at Sre Sdov Village, Krong Kracheh, Kratie, Cambodia, represented herein by its **Internship Coordinator, MICHELLE M. CORTEZ, MIT**, hereafter referred to as the **“SECOND PARTY”**;

(collectively referred to as **“PARTIES”**, whenever applicable)

WITNESSETH, THAT:

WHEREAS, the **FIRST PARTY** primarily provides advance instruction and professional training in agriculture, forestry, veterinary medicine, agricultural engineering, geodetic engineering, fisheries, education, science and technology, arts and humanities, information and communications technology, and other relevant fields of study;

WHEREAS, the **FIRST PARTY** instituted an internship program, as part of the curriculum for its students, that aims to apply and enhance their acquired knowledge and skill in actual industry work operations, to develop their life skills, and to improve their professional work ethics related to their chosen courses;

WHEREAS, both **PARTIES** agree to undertake a collaborative project which shall utilize their technical, financial, physical, and manpower resources for the student interns of Bachelor of Science in Information Technology in order to acquire and apply new knowledge learned in current trends and business techniques; gain an understanding of real-world business experience through a specific position; develop skills for organizing assigned responsibilities and managing time and multiple priorities; utilize communication skills, interpersonal skills and teamwork; utilize problem-solving techniques; and demonstrate the ability to integrate and apply knowledge and skills in solving real-world management and business problems;

WHEREAS, the country of origin of **SECOND PARTY** has a valid and existing Bilateral Agreement with the Republic of the Philippines, as stated in CHED Memorandum Order (CMO) No. 10, s. 2023;

WHEREAS, both **PARTIES** agreed to establish an institutional partnership in order to attain the goals above-mentioned;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereafter stipulated, the parties hereto agree as follows:

Section 1. OJT Service Agreement and Objectives.

1.1. This Agreement shall cover the training of qualified students enrolled in

Commented [SVD1]: For validation by the Internship Coordinator.

Bachelor of Science in Information Technology at BASC- Institute of Engineering and Applied Technology. This Agreement is valid for a period of three (3) months from the date of signing of the authorized representatives of both parties, subject to extension upon agreement by both parties in writing, at least thirty (30) days prior to the expiration of the original period.

- 1.2. BASC Student Interns deployed to the **SECOND PARTY** for their OJT Program will be assigned and/or required to perform duties and functions within their area of specialization and in compliance with the requirements of their academic program;
- 1.3. The duration of the internship program shall be for a period of 3 months.
- 1.4. Both **PARTIES** shall endeavor to provide programs and/or activities that will add knowledge and skills to the student interns as they perform their duties and functions.

Commented [SVD2]: Section 10.1 of CMO 10, s. 2023 provides that the duration shall not be less than 3 months but not more than 12 months. Extension is prohibited.

Section 2. Obligations of the FIRST PARTY. The **FIRST PARTY** shall have the following duties and responsibilities:

- 2.1. Promote the training program of the **SECOND PARTY** to its students enrolled in Bachelor of Science in Information Technology, with the use of promotional materials provided by the **SECOND PARTY**.
- 2.2. Jointly develop with the **SECOND PARTY** an internship plan in compliance with (applicable CMO for the Program) and CMO No. 10, s. 2023. Such internship plan shall be made an integral part of this Agreement.
- 2.3. Assign a responsible Internship Coordinator, as duly designated by the College President, who shall perform the following functions:
 - a. Provide pre-internship orientation in collaboration with the **SECOND PARTY**;
 - b. Closely monitor and directly contact the student interns while they participate in the international internship;
 - c. Directly communicate with the Department of Foreign Affairs, through relevant Foreign Service Post (FSP), in case of emergency or situations requiring the intervention of the Philippine Embassy or Consulate;
 - d. Notify and provide regular updates to the Commission on Higher Education and closely coordinate with the **SECOND PARTY** regarding such emergency situations; and
 - e. Conduct debriefing and post evaluation of the student interns upon their return.
- 2.4. Develop a contingency plan with the **SECOND PARTY**, which shall include prompt coordination with the Philippine Embassy or Consulate.
- 2.5. Conduct initial visit or inspection of the **SECOND PARTY's** principal office and branches to ensure the safety of student interns.
- 2.6. Provide the student applicants the necessary scholastic record such as, but not limited to:
 - a. One (1) original copy of the Permanent Records of the Intern;
 - b. Two (2) copies of Recommendation or Endorsement Letter as qualified for the program;
 - c. Two (2) copies of School Certificate or current environment with expected date of graduation;
 - d. Curriculum Vitae of each Intern; and
 - e. Other similar documents that may be required by First Party from time to time.
- 2.7. Jointly conduct pre-internship orientation and/or training to the student interns on disaster risk training management, risks of exposure or travel due to existing health situation, protocols, culture, and requirements of the host country and the **SECOND PARTY**, work environment issues, including, but not limited to, proper work ethics and laws against sexual harassment. The orientation shall be attended by the student interns and their parents or legal guardians.
- 2.8. Impose disciplinary sanctions on the student interns found guilty of violating

Commented [SVD3]: Promotional materials may include brochures or flyers indicating the career opportunities for internship.

the provisions of this Agreement and CMO No. 10, s. 2023.

Section 3. Obligations of the SECOND PARTY. The **SECOND PARTY** shall have the following duties and responsibilities:

- 3.1. Provide the **FIRST PARTY** with promotional materials such as posters and brochures which will be used in the promotion of the **SECOND PARTY**'s programs to the institution students.
- 3.2. Jointly develop an internship plan in accordance with Section 2.2 hereof, and dutifully implement the same.
- 3.3. Interview, qualify, select, and process the application of students, as recommended by the **FIRST PARTY**, to determine their capability to be accepted as practicum interns of their company.
- 3.4. Advise the **FIRST PARTY** of the status of application for OJT and furnish the same with the final list of the qualified students within a reasonable period from the date of final interview.
- 3.5. Jointly conduct the orientation as required under Section 2.10 hereof.
- 3.6. Present and register the student interns at the nearest FSP within a week upon arrival in the host country. The registration must include the following:
 - a. Name, age, contact numbers, and passport details;
 - b. Name and address of the **FIRST PARTY**;
 - c. Date of arrival, tentative date of departure, and duration of internship in the host country;
 - d. Residential or dormitory address and the host establishment with contact numbers; and
 - e. Copy of CHED endorsement.
- 3.7. Deploy the student interns to any of the operating units of the **FIRST PARTY** for a period of (period), in no case shall the internship period exceed the maximum limit of five (5) months, except for highly technical programs which may require longer internship hours.
- 3.8. Provide supervised applied learning experience for student interns in accordance with the agreed internship plan, internship contract, and schedule of activities.
- 3.9. Treat the student intern in a professional manner and ensure that student interns shall work in a safe environment that is conducive to learning, and shall not, at any time, expose the student interns to any work, project, or activity that may pose an imminent threat or danger to their safety or well-being, nor subject the student intern to any form of harassment or unethical actions.
- 3.10. Assign personnel who will serve as an Internship Coordinator who shall coordinate with the Internship Coordinator of the **FIRST PARTY** and shall conduct counterpart orientation, supervision, and monitoring of student interns during the OJT Program, especially those which pertains to safety and security precautions. The foreign Internship Coordinator shall assist the student interns on their arrival and departure.
- 3.11. Assist the student interns who encounter problems during the internship period.
- 3.12. Allow the duly authorized representative/s of the **FIRST PARTY** to periodically visit and observe the student interns while on internship, to ensure the safety and well-being of the students.
- 3.13. Provide for the following necessary incentives:
 - a. Roundtrip tickets for the student interns, and other travel expenses;
 - b. Monthly allowance based on prevailing living standards of the host country;
 - c. Compensatory overtime or excess allowance or other applicable schemes per existing law of the host country when performing internship duties on a holiday (for a maximum of four (4) hours) in excess of the regular working hours, with due consideration to the health and safety of the interns.
 - d. Duty meals and uniform.

- e. Decent and habitable dormitories with the following features:
 - i. Accessible to the workplace;
 - ii. Comfortable bedrooms that provide privacy for student interns. Separate dormitories for male and female student interns;
 - iii. Acceptable kitchen, laundry, receiving, dining, toilet, storage or cabinet facilities; and
 - iv. Adequate supply of water, electricity, and internet connection.
 - f. Death, accident, dismemberment insurance coverage;
 - g. Emergency evacuation and repatriation expenses and cost in case of death or free return ticket if the student intern was physically incapacitated; and
 - h. Hospitalization benefits for health emergencies.
- 3.14. Develop a feedback mechanism to the student interns and the **FIRST PARTY** regarding the performance of student interns and overall implementation of the internship plan.
- 3.15. At the end of the internship period, the **SECOND PARTY**, shall transmit to the **FIRST PARTY**, the following documents:
- a. Certificate of Completion;
 - b. Duly accomplished evaluation sheet; and
 - c. Other pertinent reports, information, and/or documents which may be included for purposes of describing the performance of student interns.
- 3.16. Submit a written report within five (5) days to FSP after the completion of the authorized stay of the student:
- a. Name of students who completed the Student Internship Abroad Program (SIAP);
 - b. Name of students who failed to complete the SIAP; and
 - c. Departure details.

Section 4. General conditions.

- 4.1. The **PARTIES** shall endeavor to work together in maintaining a quality learning experience for the student interns. The development and implementation of specific activities not covered by this Agreement will be separately negotiated and agreed upon by the parties. Both **PARTIES** agree to carry out these activities in accordance with the internship plan, laws, and regulations and after full consultation and approval from the other party.
- 4.2. Neither the **PARTY**, nor any of their respective agents, employees, officers, directors, or independent contractors shall be considered as an agent, partner, joint venture, or employee, of the other party by reason of this Agreement. Except as herein provided, neither party has the authority to bind the other with respect to agreements with third parties.
- 4.3. The **SECOND PARTY** is not obliged to employ the student intern upon completion of the training. However, the **SECOND PARTY** upon consultation with the **FIRST PARTY**, may invite qualified students to submit themselves to examinations, interviews, and file pertinent documents in support of their employment application after their graduation.
- 4.4. This Agreement shall not, in any way, constitute an employee-employer relationship between the **SECOND PARTY** and the Student Intern;
- 4.5. The Parties recognize and accept that it is impractical to provide herein for every contingency that may arise in the course of implementation of this Agreement, accordingly the **PARTIES** hereby declare that in all cases, all **BOTH PARTIES** shall be ensure good faith and faithful compliance with the terms and conditions herein, and shall be fair and equitable in its dealings.
- 4.6. The **SECOND PARTY** is prohibited from confiscating the passports, evidence of identification of the student interns, and other pertinent travel documents.
- 4.7. The parents or legal guardian of each student intern shall co-sign the Internship Contract to signify their approval or consent to the internship.

Section 5. Warranties. The **SECOND PARTY** warrants the following:

- 5.1. It is a duly recognized and registered entity in the Cambodia;
- 5.2. It does not fall under any of the following establishments:
 - a. Those primarily engaged in the operation of night clubs. Saunas, military and/or law enforcement commissaries, disco, karaoke bars, spa, casinos, and other similar establishments;
 - b. Those whose nature of business is hazardous to student interns as determined by the Department of Labor and Employment;
 - c. Those which promote or facilitate child prostitution and other sexual abuse, child trafficking, obscene publications and indecent shows, and other acts of abuse per RA No. 7610 and other laws.
- 5.3. It has an appropriate internship program for the student interns based on the existing CHED Guidelines; and
- 5.4. The Cambodia is included in the list of countries with Bilateral Agreements on Education between the Republic of the Philippines and the host country.

Section 6. Liabilities. Any violation of the terms and conditions of this Agreement and CMO No. 10, s. 2023, shall be dealt with in accordance with Sections 14, 15, and 16 of the said memorandum order, without prejudice to the applicable remedies under the law.

Section 7. Confidentiality of data and personal information. The **PARTIES** shall respect the privacy and confidentiality of any personal data and/or information shared in the course of the implementation of this Agreement, and even after its termination. The Parties shall abide by the requirements of RA No. 10173, otherwise known as the Data Privacy Act of 2012, in the collection, use and processing of data or information.

In addition, the **PARTIES** agree that all confidential information furnished by the other, under or in connection with this Agreement, shall be treated in strict confidence and shall not be disclosed to any third party. The receiving party shall not use any information, form, document, or material furnished by disclosing party for any purpose other than the performance of its responsibilities under this Agreement.

Section 8. Non-discrimination clause. It shall be unlawful for either **PARTY**, their faculty, non-teaching personnel, employees, partners, affiliates, clients, guests, or any other party with transaction or dealings with the parties, to discriminate against student interns or employees of the other, in the conduct of training and activities, on the basis of race, religion, sex, creed, age, national origin, or disability.

Section 9. Notices. NOTICES under this AGREEMENT may be delivered by hand, by registered mail, or through official electronic mails, to the contact information as herein provided:

FIRST PARTY	Internship Coordinator:	
	Telephone or mobile numbers:	
	Fax numbers:	
	Website:	
	Email:	
SECOND PARTY	Internship Coordinator:	
	Telephone or mobile numbers:	
	Fax numbers:	
	Website:	
	Email:	

Section 10. Miscellaneous Provisions.

- 10.1.

Non-Assignment of Rights. This Agreement shall not be assignable by any party without prior written consent of the other.
- 10.2.

Severance and Separability. If any provision of this Agreement or part hereof is declared void, illegal or unenforceable, it shall be rendered void only up to such extent. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair other provisions that are otherwise valid, binding, and effective.
- 10.3.

Entire Agreement. This Agreement constitutes the entire agreement between the parties, their successors and assignees. Any and all matters or things that the parties may have agreed, but have not reduced in writing herein, shall be void and ineffective.
- 10.4.

Amendments. All amendments hereof shall not be valid and binding unless the same is in writing and duly signed by the parties hereto. This Agreement may, at any time during its period of validity, be terminated by the parties, upon prior notice to the other party in writing, at least 60 days before the termination date.
- 10.5.

Language. All documents to be furnished and communication to be given or made under this Agreement shall be in English language.
- 10.6.

Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties have hereunto set their signatures this _____, in the Province of Bulacan, Philippines.

BULACAN AGRICULTURAL STATE COLLEG

CORPORATE OR AGENCY NAME

DR. JAMESON H. TAN, CESE

SUC President III

AUTHORIZED REPRESENTATIVE

Position

SIGNED IN THE PRESENCE OF:

Commented [SVD4]: Limit signatories to three (3) per party.

WITNESS

Position

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Position

WITNESS

Position

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF BULACAN) S.S.

FIRST ACKNOWLEDGMENT

BEFORE ME, a Notary Public, for and in the Province of Bulacan personally appeared the following:

Name	Competent evidence of identity	Date/Place of Issue
JAMESON H. TAN	Philippine National ID	30 November 2021

Known to me to be the same person who executed the foregoing instrument, and acknowledged to me to that the same are their free and voluntary acts and deeds, including that of the entities that they represent, and that they have the proper authority to act in such representative capacity.

This instrument which consists of xxx (xxx) pages, including this page whereon this acknowledgement is written, and signed by the parties and their witnesses on each and every page thereof, refers to a Memorandum of Agreement.

WITNESS MY HAND AND NOTARIAL SEAL, on _____ and at the place first written above.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2024.

**ATTACH NOTARIZED ACKNOWLEDGMENT FROM PHILIPPINE EMBASSY OR APOSTILLED
ACKNOWLEDGMENT OR ITS EQUIVALENT.**