

## MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF UNDERSTANDING** made and entered into, by and between:

The **LAGUNA STATE POLYTECHNIC UNIVERSITY**, a state university vested with powers, special functions or jurisdiction, endowed expressly by Republic Act No. 8292 and Republic Act No. 9402 through its **LOS BANOS CAMPUS** with official address at Barangay Malinta, Los Banos, Laguna, represented in this act by its CCS Associate Dean, Mr. Loyd S. Echalar., hereinafter referred to as the "**LSPU**"; and

The **Public Employment Services Office (PESO)**, a program mandated by the Department of Labor and Employment (DOLE) and implemented under the Local Government Unit (LGU) of Los Baños, with its principal office address at Barangay Timugan, Los Baños, Laguna, represented herein by its PESO Manager, **Mrs. Gliceria A. Trinida, MBA/PA**, hereinafter referred to as the "**PARTNER ESTABLISHMENT**".

### WITNESSETH:

**WHEREAS**, the LSPU has instituted the On-the-Job Training Program as part of the curriculum requirements of the academic programs under the College of Computer Studies ("the College" for brevity) in order to provide its qualified students with adequate experience in actual industry work operations and to augment their formal education.

**WHEREAS**, the mentioned OJT Program which contains the outlined goals and objectives, knowledge, skills, and competencies that the student-trainees should acquire in each training area, assignment, and schedule of activities, among others shall be further specified in the relative approved OJT Plan pursuant with all the necessary academic policies which includes the CHED Memorandum Order no. 104, series of 2017.

**WHEREAS**, the LSPU is in need of a partner entity, public or private, who will be a Host Training Establishment (HTE) that can support the mentioned OJT Program as specified in the relative proposed OJT Plan. With this, such partner HTE shall accommodate the said qualified students of the College.

**WHEREAS**, the PARTNER ESTABLISHMENT, supports the mentioned OJT Program and is willing to be an HTE who shall accept and accommodate said qualified student-trainees of the College in providing actual industry work operations;

**WHEREAS**, the qualified students of the College who shall be undergoing the said OJT Program shall be herein referred to as the STUDENT-TRAINEES. Moreover, the herein LSPU or the PARTNER ESTABLISHMENT may be referred to as a "PARTY and shall be hereinafter collectively referred to as the "PARTIES".

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES hereby bind themselves to undertake a Memorandum of Agreement under the following terms and conditions:

## **Article I. PERIOD OF EFFECTIVITY AND MODIFICATION**

This agreement shall take effect upon the signing of the authorized signatories of the PARTIES or upon the specified date of the OJT Program indicated in the relative OJT Plan and shall continue thereafter for a period of three (3) years. Such agreement may be subject for an extension or renewal upon mutual agreement of the PARTIES which shall thereafter be put in a written agreement.

This agreement may be modified upon the mutual written consent of the PARTIES. For this purpose, the PARTIES shall ensure that any modification shall have no adverse effect on the OJT Program already undertaken prior to the modification of this agreement.

## **Article II. THE ROLES AND RESPONSIBILITIES OF THE PARTIES**

### **Section a. Roles and responsibilities of LSPU**

- i. Designate an OJT Coordinator from the College, who shall supervise the implementation of the OJT Program and shall make proper and necessary coordination of the activities indicated in the relative OJT Plan.
- ii. Pre-select and recommend qualified students who shall undergo the OJT Program pursuant to the requirements of the PARTNER ESTABLISHMENT in terms of qualification and number of student-trainees needed.
- iii. Provide the student-trainees with the basic orientation on work values, behavior, and discipline to ensure due cooperation with the PARTNER ESTABLISHMENT and shall issue an official endorsement vouching for the credentials of the student-trainees that shall be used by the PARTNER ESTABLISHMENT for the processing of the application of each student-trainee.
- iv. Closely monitor the student-trainees through their designated OJT Coordinators in order to ensure that the conduct of the student-trainees is in line with the PARTNER ESTABLISHMENT's policies and to timely complete their assigned tasks pursuant to the OJT Plan;
- v. Recommend students who are eligible to undergo its OJT program subject to the final selection/acceptance by LSPU and provide for the corresponding insurance for the Student-trainee pursuant to existing policies.
- vi. Ensure that the Student-trainee, prior to its deployment to the PARTNER ESTABLISHMENT, have the following undertaking:
  1. Be officially enrolled in the LSPU with corresponding enrolment to the OJT subject;
  2. Complete the agreed duration of 500 hours of the OJT per semester;
  3. Undergo the required orientation program conducted by either of the herein parties;
  4. Submit the necessary documents for the conduct of training;
  5. Follow and abide by the rules and regulations of the HTE in the conduct of internship training.

**Section b. Roles and responsibilities of the PARTNER ESTABLISHMENT**

- i. Undertake the selection process from among the LSPU's recommended qualified students in accordance with its policies and guidelines in the recruitment and selection of trainees for this purpose and orient the such students on the standard rules and regulations of their establishment before signing the contract;
- ii. Provide a supervised learning experience to the student-trainees that is consistent with its policies, rules, and regulations and in line with the relative Internship Plan. It shall treat the student-trainee in a professional manner, and shall ensure that the student-trainee, 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 OJT Plan;
- iii. Assign an OJT supervisor (or similar designation of focal person) responsible for the implementation of all phases of the internship and who shall coordinate with the LSPU regarding the terms and aims of this Agreement;
- iv. Accomplish the respective evaluation forms required by the LSPU and issue a Certificate of Completion to the student-trainees within ten (10) working days after completion of the OJT;

**Article III. PLACE OF ASSIGNMENT**

The PARTIES have agreed that the student-trainees shall be assigned to the different departments of the PARTNER ESTABLISHMENT related to their specific academic program. As may be applicable pursuant to the relative proposed OJT Plan, the student-trainees are allowed to have their internship with the PARTNER ESTABLISHMENT in either or both face-to-face or Work-from-Home set-up.

**Article IV. TRAINING HOURS AND INCENTIVES**

**Section a. Allowance**

The PARTNER ESTABLISHMENT may provide allowance to the student-trainees.

**Section b. Lodging**

The PARTNER ESTABLISHMENT may provide lodging to the student-trainees for free during their training.

**Section c. Duty Meals**

The PARTNER ESTABLISHMENT may provide free meals to the student-trainees during their training.

**Section d. Uniform**

The PARTNER ESTABLISHMENT may provide free uniform to the student-trainees during their training.

#### **Section e. Insurance**

The LSPU shall provide insurance to the student-trainees for the duration of their training.

#### **Section f. Training Hours**

The standard training hours of the student-trainees for their On-the-Job Training at their chosen partner establishment shall be eight (8) hours a day. Further, the student trainees shall each render **Five Hundred (500)** hours of training per semester to complete their OJT Program.

#### **Section g. Rest Day/s**

The both parties recognize the need for the student trainees to have sufficient time for rest during their training period at their chosen partner establishment. Therefore, the student trainees shall have two (2) consecutive days off per week during their OJT.

### **Article V. CONFIDENTIALITY AND DATA PRIVACY**

The entirety of this agreement including its term and conditions herein stipulated shall be held in strict confidence and that no portion or part hereof may be reproduced or be revealed to any personnel or entity other than the signatories herein or their authorized representative.

In case of a request for data or any other information to be obtained from either of the PARTIES in relation to this OJT Program, the request shall be acted upon in accordance with the requirements and limitations provided under the Data Privacy Act or Freedom of Information, as the case may be.

### **Article VI. TERMINATION AND FORCE MAJEURE**

For reasonable grounds as may be applicable, this agreement may be pre-terminated by either PARTY upon giving a 30-day written notice to the other PARTY. Such termination shall not be considered as bar from seeking other remedies available against the other party for breach of the agreement.

In case of non-performance or delay in the performance of the term and conditions set forth in this agreement, a PARTY will not be responsible if such non-performance or delay in the performance is due to, either wholly or in part, circumstances beyond the PARTY's reasonable control, natural disasters or any act of sovereignty, wars, warlike conditions, such as civil disturbances or other such like events which prevent normal operations.

### **Article VII. LIABILITY AND INDEMNIFICATION**

The LSPU and the PARTNER ESTABLISHMENT agree to indemnify and hold each other harmless from any claims, damages, or liabilities arising from the Internship program, except in cases of gross negligence or willful misconduct resulting to any damages, loss, death or injuries caused, sustained by any of its employees or Student-Trainees/Faculty deployed under this Agreement. This ensures that each party assumes their fair share of responsibility for any incidents that may occur.

## Article VIII. DISPUTES AND SEPARABILITY

Disputes between the parties shall be settled amicably. In case of disagreements, such conflict shall be resolved in accordance with the applicable laws of the Philippines.

In the event that one or more provisions contained herein shall be held invalid, illegal or unenforceable in any respect and for any reason, the remaining provisions shall remain valid, legal and enforceable.

IN WITNESS WHEREOF, the PARTIES have hereunto signed this **Memorandum of Understanding** this \_\_\_\_\_ at \_\_\_\_\_.

**For the LSPU:**

(LAGUNA STATE POLYTECHNIC UNIVERSITY  
- LOS BANOS CAMPUS)

**For the PARTNER ESTABLISHMENT:**

PUBLIC EMPLOYMENT SERVICE  
OFFICE(PESO-LB)

**LOYD S.ECHALAR, DIT**

Assoc. Dean, CCS  
LSPU-LBC

**GLICERIA A. TRINIDAD, MBA/PA**

Peso Manager

**Signed in the presence of:**

**JOCELYN O. PADALAN, MIT**

BSIT Program Coordinator

**THELMA V. VILLAMAYOR**

Peso Staff

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF LAGUNA ) S. S.  
MUNICIPALITY OF LOS BANOS )

**ACKNOWLEDGMENT**

BEFORE ME, this \_\_\_\_\_ at \_\_\_\_\_, the herein parties have personally appeared with their respective proofs of identification, to wit:

Name	Valid ID Card with ID Number	Date/Place Issued
Mr. LOYD S. ECHALAR, DIT.		
Mrs. GLICERIA A. TRINIDAD, MBA/PA		

known to me and to me known the same persons who executed the foregoing instrument consisting of five (5) pages including this page on which the acknowledgment is written, has been signed on the margins of each and every page with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day, year, and place above written.

Notary Public

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_