

# MEMORANDUM OF AGREEMENT

*Know All Men By These Presents:*

This MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into by and between:

The **POLYTECHNIC UNIVERSITY OF THE PHILIPPINES**, a state university with principal address at Anonas St., Sta. Mesa, Manila, duly represented by its Vice President for Branches and Satellite Campuses, **PROF. PASCUALITO B. GATAN**, and hereinafter referred to as "**UNIVERSITY**";

-and-

The **(COMPANY/INSTITUTION)**, a **(sole proprietorship/partnership/corporation/government agency)** duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at **(address)**, duly represented by its **(Position), (NAME OF AUTHORIZED REPRESENTATIVE)**, and hereinafter referred to as "**Host Training Establishment or HTE**".

## WITNESSETH:

**WHEREAS**, the Commission on Higher Education (CHED), on 24 May 2020, issued CHED COVID Advisory No. 7, wherein it stated that OJT and internship programs (foreign and local) remain suspended until ECQ, MECQ, GCQ, and MGCQ has been lifted. For Higher Educational Institutions (HEIs) in MGCQ areas, in-campus OJT and internship programs can be authorized provided there is strict compliance with physical distancing and other health protocols. On 10 February 2021, the CHED and the Department of Health (DOH) issued Joint Memorandum Circular Order No. 2021-001 wherein CHED and DOH prioritized selected health-related degree programs regarded as vital in providing additional manpower support in the health system, for the gradual reopening of HEI campuses for limited face-to-face classes and internship;

**WHEREAS**, pursuant to the aforementioned issuances, the Office of the Vice President for Academic Affairs, through Memorandum Order No. 2, Series of 2021, allowed the offering of On-the-Job Training (OJT) and Internship Programs by means of online and/or correspondence mode of delivery;

**WHEREAS**, the **UNIVERSITY**, has established an Internship Program as part of its curriculum. The program is designed to supplement the learnings and to train students to become competitive and technologically innovative professionals through actual exposure to a professional workplace or through online platform to address the new normal brought about by COVID-19;

**WHEREAS**, the **HTE** supports this program and is willing to give the students of the **UNIVERSITY** course-related work assignments and expose them to actual learning experiences;

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

### A. Responsibilities of the University

1. The University shall instruct the College to conduct pre-internship orientation to the student intern, as a pre-requisite to his/her deployment to internship venues, on work environment issues, including but not limited to, proper work ethics and laws against sexual harassment.
2. The University shall take appropriate action on any complaint against the student intern in accordance with its policies. It may unilaterally withdraw the student intern

who is found to misbehave and/or act in defiance to existing standards, rules, regulations of the HTE and impose the necessary University sanctions against the said student intern.

3. The University shall issue a final grade to the student intern upon completion of the requirements within the prescribed period in accordance with its regulations on grading system and performance assessment of the HTE.

#### **B. Responsibilities of the HTE**

1. The HTE shall commit to take in the student intern to undergo the Internship Program consistent with the requirements of the University.
2. The HTE shall orient the student intern on the standard rules and regulations of their establishment.
3. The HTE shall provide free relevant instruction, exposure, and training to the student intern, consistent with its policies, rules and regulations. It shall treat the student intern in a professional manner, and shall ensure that the student intern, in the course of internship, 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 Program.
4. The HTE shall issue a Certificate of Completion to the student intern within ten (10) working days after the completion of internship.

#### **C. Responsibilities of the Student Intern**

1. The student intern shall execute an Internship Agreement with the HTE which includes the notarized written consent of the parent/guardian allowing his/her son/daughter to undergo the Internship Program with the HTE.
2. The student intern shall maintain confidentiality, when and where appropriate, during and after the internship period of all the data, business or trade secrets where such information is not within the public domain and is indicated and is understood as confidential.
3. The student intern shall adhere to the existing rules and regulations of the HTE including the proper use of tools, instruments, machines and equipment.
4. The student intern shall be personally responsible for any and all liabilities arising from gross negligence in the performance of his/her duties and functions while under internship.

#### **D. General Provisions**

1. The duration of the program shall be determined by the OJT and Quality Assurance Coordinator or 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 the University 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 University, may invite qualified students to submit themselves to examinations, 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 University 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.

#### **E. Online Internship**

The Online Internship Program of the University 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 required to perform **Online Training (web-based)** or be subjected to **Work-from-Home** arrangements as delegated by the **HTE** and pursuant to the policies of the **University**. The same shall be considered creditable internship hours for the purpose of this Agreement.
2. The student interns are expected to perform office-related tasks such as, but not limited to, research, production of written reports, attendance in meetings (e.g., Zoom, Google Meet, Microsoft Teams and other similar video conferencing services), as may be applicable.
3. The student interns shall perform tasks or responsibilities within the period as specified in the Agreement established by the University and the HTE.

#### **F. Termination, Entirety of the Agreement, Period and Governing Law**

1. The Parties shall have the right to pre-terminate the internship contemplated by this Agreement by serving a written notice to the other party at least thirty (30) days prior to the intended date of termination and based on the following grounds:
  - a. The student intern substantially violates the rules and regulations of HTE, or in cases of serious misconduct of the student intern;
  - b. The HTE is proven to fail in providing the safety of the student intern and quality of training contemplated by this Agreement; and
  - c. There is any material violation of the foregoing covenants that will warrant the cancellation of this Agreement.

PROVIDED, that the terminating party shall formally inform the OJT and Quality Assurance Coordinator or Faculty Adviser of the grievance before any decision to terminate is made and finalized. The OJT and Quality Assurance Coordinator or Faculty Adviser shall intervene to rectify the situation in the interest of all parties concerned.

2. This Agreement 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 Agreement 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. The three-year period shall be applicable to cover other prospective student interns who may likewise be required to undergo an internship with the HTE during the effectivity of this Agreement.
- 5. Any renewal of this Agreement shall be through the mutual written consent by both parties.
- 6. This Agreement 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.

**POLYTECHNIC UNIVERSITY  
OF THE PHILIPPINES**

**(NAME OF HTE)**

By:

By:

\_\_\_\_\_  
**PROF. PASCUALITO B. GATAN**  
*Vice President for Branches and Satellite  
Campuses*

\_\_\_\_\_  
**(Name and signature of  
authorized representative of the HTE)**  
*(Position)*

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
**(Name and signature of witness)**  
*Director, PUP (location of branch)*

\_\_\_\_\_  
**(Name and signature of witness)**  
*(Position)*

ACKNOWLEDGMENT

Republic of the Philippines)  
City of \_\_\_\_\_ ) S.S.

**BEFORE ME**, a Notary Public, for and in the City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared:

	Valid Proof of Identity	Issued at/on
<b>PROF. PASCUALITO B. GATAN</b>	_____	_____
<b>(Name of authorized representative of the HTE)</b>	_____	_____

known to me to be the same persons who executed this instrument and acknowledged the same to me as their free and voluntary act and deed, and of the entities they respectively represent.

This document consists of five (5) pages including the page where this Acknowledgment is written, and the parties signed at the left margin of each and every page hereof.

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

Notary Public

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