

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into on this 7th of February, 2025 for and between **WT Migremo Systems. Inc. / Work24 Philippines Technologies OPC**, corporations duly organized and existing under the laws of the Republic of the Philippines, represented by its President, and Chief Executive Officer, OMAR D. REGALADO, hereby known as **HOST TRAINING ESTABLISHMENT or HTE**;

-and-

ALJOHN P. DUMLAO, a Bachelor of Science in Information Technology STUDENT of **Bulacan Agricultural State College** (hereby known as the SCHOOL), of legal age and residing in Buencamino St., San Jose, San Miguel, Bulacan, and hereby known as **INTERN**;

WITNESSETH:

WHEREAS, the HTE, in its desire to enhance the training and development of more professionals, has agreed to open up its business to interns in the form of training on the operations and latest developments in its industry; and

WHEREAS, the SCHOOL instituted an internship program as part of the curriculum for its Bachelor of Science in Information Technology students in order to provide them with adequate experience in actual industry work operations and to augment their formal education;

WHEREAS, the HTE and the SCHOOL executed a Memorandum of Agreement that covers the internship program's objectives and principles pursuant to their established Internship Plan for the INTERN; and

WHEREAS, the INTERN accepts this Agreement and the respective Internship Plan with all its terms and conditions as contained herein.

NOW THEREFORE, the two parties hereby agree to the following:

RESPONSIBILITIES OF THE HTE:

1. The HTE shall provide free relevant instruction, exposure, and training to the INTERN, consistent with its policies, rules and regulations and with the established Internship Plan. It shall treat the INTERN in a professional manner, and shall ensure that the INTERN, 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 Internship Plan.
2. The HTE will accomplish the respective evaluation and issue a Certificate of Completion to the INTERN within ten (10) working days after the completion of training.

3. The HTE shall provide the necessary access, online tools, and other needed materials/facilities for the proper execution of the assigned tasks.

RESPONSIBILITIES OF THE INTERN:

4. The INTERN shall abide by the company policy, rules, and standards of the HTE.
5. The INTERN shall ensure that s/he reports for work on a daily basis through the HTE's assigned productivity tool or with a coordinator.
6. The INTERN shall accomplish the assigned tasks to the best of his/her abilities and adhere to the Internship Plan set forth by the HTE.
7. The INTERN shall complete the agreed scope of work within the agreed duration of the Program.
8. The INTERN shall timely report for training and promptly accomplish assigned tasks or assignments in the best of his/her ability and in view of his/her expected skill and knowledge of the subject matter.
9. The INTERN and/or parents/guardian concerned renounce and waive any claim against HTE for any injury or loss that the INTERN may sustain or may suffer, personal or pecuniary, in the performance of his/her duties and functions while under training, unless such is attributable to the negligence or fault of any of the employees, officers, or personnel of the HTE.

INTERN RELATIONSHIP:

10. This Agreement shall not, in any way, constitute an employee-employer relationship between the HTE and the INTERN.
11. The HTE is not obligated to employ the INTERN upon completion of the training. The HTE, however, upon consultation with the SCHOOL, may choose to hire the qualified INTERN after undergoing the HTE's hiring process.

TERM OF THIS AGREEMENT:

12. The duration of the program shall be equivalent to around TWO to THREE MONTHS or 486 hours commencing on the 10th of February, 2025 until its completion.
13. In the event that the HTE may need the continued services of the INTERN beyond the prescribed internship duration due to his/her excellent performance, the HTE will inform the INTERN of such, and the INTERN shall then state their intent to continue.
14. This agreement shall continue to be valid after all parties agree in writing.

15. In the event that the INTERN materially violates any company policy, the HTE shall have the right to immediately, with due process, terminate the Internship Plan in relation to such INTERN by immediately serving a written notice to the INTERN, with notice also to the SCHOOL.

INTERNSHIP PLAN:

16. The INTERN is expected to perform assigned tasks such as, but not limited to: research, actual production, quality assurance, attendance in meetings, and others as may be applicable.
17. The INTERN is allowed to perform Online Training (web-based) or be subjected to Work-from-Home arrangements as delegated by the HTE. The same shall be considered creditable internship hours for the purpose of this agreement.
18. The INTERN shall perform tasks or responsibilities within the time period as specified in the Internship Plan established by the HTE.

INTELLECTUAL PROPERTY:

19. Intellectual property shall include any property defined as such by the Intellectual Property Code of the Philippines (RA 8293).
20. Any intellectual property owned by the parties prior to this MOA shall continue to be owned by each party.
21. The INTERN agrees that any content provided to the INTERN by the HTE in order to perform his/her duties, including but not limited to: images, videos and text, modified codes, licenses, copyrights or trademarks, are solely owned by the HTE. The INTERN cannot use any confidential information or data derived from the HTE to create intellectual property without the express written approval of the HTE.
22. The INTERN agrees that any content s/he provided to the HTE in the course of performing his/her duties, including but not limited to: images, videos and text, copyrights or trademarks, are solely and legally owned by the Intern. But the Intern grants the HTE a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any such content.
23. Any work or product the INTERN may create using the HTE's intellectual property, whether caused in whole or in part, will be the sole property of the HTE.
24. Any intellectual property independently created by the INTERN during the course of this agreement shall be exclusively owned by the INTERN. Should the HTE provide financial support for the creation of such intellectual property, the ownership of the intellectual property shall be subject to another agreement.

CONFIDENTIALITY:

25. During the course of the internship, it may be necessary for the HTE to share proprietary information: from its systems, equipment, plans and other important trade secrets the HTE holds regarding its business, in order for the INTERN to complete his/her assigned tasks.
26. The INTERN is obligated not to divulge said secrets or confidential information, whether consciously or unconsciously, to anyone while under agreement with the HTE, and even beyond the duration of this agreement. S/he is also prohibited in copying or reproducing in any way or form HTE's product/s, systems and/or trade secrets.
27. The term "confidential information" encompasses all information, whether written or not, accessible or inaccessible by public domain, works, financial transactions or its state, secrets, proprietary technology of the HTE: received through clients, suppliers, or from a third-party group or individual. All information on technology, production process, process standards, quality assurance methodologies, quality standards, production capabilities, materials purchasing, marketing, finance, and all other related documents, manuals, operational or technical matters that the HTE shall make available shall be used for the sole purpose of performing their tasks under the internship program.

TERMINATION:

28. Either party may terminate this contract upon prior written notice to the other party.
29. The following may be grounds for the termination of this agreement:
 - a. the INTERN substantially violates the rules and regulations of HTE, or in cases of serious misconduct of the INTERN;
 - b. the HTE is proven to fail in providing the safety of the INTERN and quality of training contemplated by this Agreement and the established Internship Plan; and
 - c. there is any material violation of the foregoing covenants that will warrant the cancellation of this Agreement.

RETURN OF PROPERTY:

30. Upon completion of the internship program or its termination, the INTERN agrees to return all products, tools, samples, files, documents, and other proprietary materials to the HTE; retaining no personal copies or notes, relating to the work done, obtained by the INTERN during the duration of this agreement.

NON-WAIVER:

31. The failure of the HTE to insist upon the strict performance of any of the terms and conditions of this agreement shall not be construed as a waiver thereof or of any other terms and conditions in this contract, but

the same shall continue and remain in full force and effect, as if no such waiver had occurred.

AMENDMENT TO THE AGREEMENT:

- 32. No amendments, alterations or modifications of this agreement shall be valid unless expressed in writing and agreed upon by both parties. Any provision in this agreement that for any reason is found invalid or unenforceable shall not void the rest of the provisions contained herein.
- 33. 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.

DISPUTE RESOLUTION AND GOVERNING LAWS:

- 34. Any and all disputes arising out of or relating to this Agreement shall be subjected to good faith negotiations between the Parties before implementation of the legal proceedings pursuant to the provisions of the Alternative Dispute Resolution Law.
- 35. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the proper courts of Mandaluyong City to the exclusion of all other courts or tribunals.

IN WITNESS WHEREOF, the two parties affix their signatures on this agreement at the date and place above-stated.

OMAR D. REGALADO

HTE

ALJOHN P. DUMLAO

INTERN

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____) S.S.

BEFORE ME, a Notary Public, for and in the City of _____, this _____ day of _____ personally appeared:

Name	Identification Card	Issued On/At
OMAR D. REGALADO	DL N02-95-268385	Pasig City, PHL

All known to me to be the same persons who executed the foregoing instrument and hereby acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of _____ pages, including this page on which this acknowledgment is written refers to a Project-based Contract and has been signed by the parties and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL.

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

NOTARY PUBLIC