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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **MR. JOEY C. MANANSALA JR.**  Founder/Owner |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **MR. JOHN MAYZON GUEVARRA**  Operation Management/ Multimedia Developer |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **DR. CECILIA S. SANTIAGO**  Vice President for Academic Affairs |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **DR. JAMESON H. TAN**  SUC President III |

**MEMORANDUM OF AGREEMENT**

*(OJT/Practicum for the Bachelor of Science in Information Technology (BSIT))*

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is made and entered into in counterpart originals 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-**

**SHIFT101 INFORMATION TECHNOLOGY SOLUTIONS**, an entity duly registered and existing under, and by virtue of, the laws of the Republic of the Philippines, with business address at **UNIT 13 2ND FLOOR BENCAR COMMERCIAL BUILDING BS AQUINO AVENUE, TANGOS, BALIWAG, BULACAN 3006, PHILIPPINES**, represented herein by its Owner and Founder, **MR. JOEY C. MANANSALA JR**, hereafter referred to as the **“SECOND PARTY”;**

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

**WITNESSETH, THAT:**

**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**, the **SECOND PARTY** is a duly authorized Host Training Establishment that is capable of providing appropriate training program and has the capacity to provide technical training to the student intern;

**WHEREAS**, both **PARTIES** agree to undertake a collaborative partnership which shall utilize their technical, financial, physical, and manpower resources for the student interns of 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.

**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. This Agreement shall cover the training of qualified students enrolled in OJT/Practicum/Internship of Bachelor of Science in Information Technology at BASC – Institute of Computer Studies (ICS). This Agreement is valid for a period of one (1) year from the date of signing of the authorized representatives of both parties.

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **MR. JOEY C. MANANSALA JR.**  Founder/Owner |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **MR. JOHN MAYZON GUEVARRA**  Operation Management/ Multimedia Developer |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **DR. CECILIA S. SANTIAGO**  Vice President for Academic Affairs |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **DR. JAMESON H. TAN**  SUC President III |

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

1. Jointly develop with the **SECOND PARTY** an internship plan in compliance with CMO No. 25, s.2015 and CMO No. 104, s. 2017. Such internship plan shall be made an integral part of this Agreement.
2. Assign a responsible Internship Coordinator, as duly designated by the College President, who shall perform the following functions:
   1. Provide pre-internship orientation in collaboration with the **SECOND PARTY**;
   2. Inspect internship venues and sites;
   3. Monitor and assess student interns, periodically;
   4. Coach, mentor, or assist student interns in resolving problems or issues encountered during the internship; and
   5. Validate the result of the internship of students per batch, at the end of the internship period.
3. Provide the student applicants the necessary scholastic record such as, but not limited to:
   1. One (1) copy of the Permanent Records of the Student Intern;
   2. Two (2) copies of Recommendation or Endorsement Letters; or
   3. Other school records as may be required.
4. Jointly conduct pre-internship orientation and/or training to the student interns on work environment issues, including, but not limited to, proper work ethics and laws against sexual harassment.

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

1. Jointly develop an internship plan in accordance with Section 2.1 hereof, and dutifully implement the same.
2. Interview, qualify, select, and process the application of students to determine their capability to be accepted as practicum interns of their company.
3. 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.
4. Conduct an orientation on students’ general duties and responsibilities under the OJT Program prior to their deployment, specifically on the policies, rules, and/or work guidelines of their office for the participating students endorsed and processed by the **FIRST PARTY** and in harmony with Section 2.4 hereof.
5. Deploy the student interns to any of the operating units of the **SECOND PARTY** for a period of four hundred and eight-six (486) hours, 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. 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.
6. Provide relevant instruction, exposure, and training to the student intern, consistent with the internship plan, their office policies, and industry standards.
7. 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.
8. 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.
9. Prior to the **SECOND PARTY**’s suspension or termination of internship, the **SECOND PARTY** shall notify, at least thirty (30) days, the **FIRST PARTY** of the following:
   1. Student Intern’s breach of contract;
   2. Misconduct, misbehavior, or unsatisfactory performance of the student;
10. 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.

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **MR. JOEY C. MANANSALA JR.**  Founder/Owner |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **MR. JOHN MAYZON GUEVARRA**  Operation Management/ Multimedia Developer |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **DR. CECILIA S. SANTIAGO**  Vice President for Academic Affairs |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **DR. JAMESON H. TAN**  SUC President III |

1. Provide, *if possible*, necessary incentives such as, but not limited to, free duty meals, travel allowance, and uniform.
2. 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. At the end of the internship period, the SECOND PARTY, shall transmit within ten (10) to fifteen (15) days to the FIRST PARTY, the following documents:
   1. Certificate of Completion;
   2. Duly accomplished evaluation sheet; and
   3. Other pertinent reports, information, and/or documents which may be included for purposes of describing the performance of student interns.

**Section 4. General conditions.**

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.
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.
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. This Agreement shall not, in any way, constitute an employee-employer relationship between the **SECOND PARTY** and the Student Intern;
5. 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. Violations.** Any violation of the terms and conditions of this Agreement and CMO No. 104, s. 2017, shall be dealt with in accordance with Articles XI and XII of the said memorandum order, without prejudice to the applicable remedies under the law.

**Section 6. 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 7. 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 8. Force Majeure**

1. None of the parties shall be considered in breach of an obligation under this Agreement to the extent such party can establish that fulfilment of the obligation has been prevented by *force majeure*.
2. *Force majeure* shall include acts of God, war (declared or undeclared), hostilities, rebellion, insurrections, acts of terrorism, actual or threatened, any act of any government, any instrumentality or agency thereof, or any act or cause which is reasonably beyond the control of such party; Provided, that the party prevented from or hindered or delayed in performance by any such cause shall have used its best efforts to avoid, overcome, mitigate and offset its effects. The Party/ies so prevented from or hindered or delayed in complying herewith shall immediately give written notice thereof to the other Party and shall continue to take any action within its power to comply as fully as possible with its obligations hereunder.

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **MR. JOEY C. MANANSALA JR.**  Founder/Owner |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **MR. JOHN MAYZON GUEVARRA**  Operation Management/ Multimedia Developer | |
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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **DR. JAMESON H. TAN**  SUC President III |

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

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| **FIRST PARTY** | **Internship Coordinator:** | **Mr. Dave Macalinao** |
| **Telephone or mobile numbers:** | **09751823441** |
| **Website:** |  |
| **Email:** | **davemacalinaof@gmail.com** |
| **SECOND PARTY** | **Internship Coordinator:** | **Mr. Joey Manansala Jr.** |
| **Telephone or mobile numbers:** | **+639772966493** |
| **Website:** | **https://shift101.solutions/** |
| **Email:** | **shift101solutions@gmail.com** |

**Section 10. Miscellaneous Provisions.**

1. **Non-Assignment of Rights.** This Agreement shall not be assignable by any party without prior written consent of the other.
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.
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.
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.
5. **Language.** All documents to be furnished and communication to be given or made under this Agreement shall be in English language.
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.

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| **BULACAN AGRICULTURAL STATE COLLEGE** | **SHIFT101 INFORMATION TECHNOLOGY SOLUTIONS** |
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| **DR. JAMESON H. TAN, CESE**  *SUC President III*  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **MR. JOEY MANANSALA JR.**  *Founder and Owner* Date: Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| **SIGNED IN THE PRESENCE OF:** | |
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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **DR. CECILIA S. SANTIAGO**  Vice President for Academic | **MR. JOHN MAYZON GUEVARRA**  *Operation Management/ Multimedia Developer* |

**REPUBLIC OF THE PHILIPPINES)**

**PROVINCE OF BULACAN ) S.S.**

**FIRST ACKNOWLEDGEMENT**

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

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| Name | Competent evidence of identity | Date/Place of Issue |
| **JAMESON H. TAN** | Philippine National ID | 30 November 2021 |
| **JOEY MANANSALA JR.** |  |  |

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 five (5) 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 2025.