



MEMORANDUM OF AGREEMENT

MOA No. 323s.2024

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered by and between **PROBIKES MOTORCYCLE COMPANY MOTOSTAR** a government, a duly licensed and registered establishment under the laws of the Philippines, with principal office address Sto Cristo Norte Gapan City Nueva Ecija, herein represented by NESTOR CUDIA JR hereinafter referred to as the “**PROBIKES MOTORCYCLE COMPANY MOTOSTAR**”;

–AND–

NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY (NEUST), a chartered state university in accordance with R.A. 8612, with office address at General Tinio Street, Cabanatuan City, Nueva Ecija 3100, represented by its University President, **DR. FELICIANA P. JACOBA**, hereinafter referred to as the “**UNIVERSITY**”

–WITNESSETH: That–

The UNIVERSITY has requested the COMPANY to accommodate its students in the different field of discipline as TRAINEES in their respective curricular under the On-the-job Training Program;

The COMPANY has agreed to accommodate the TRAINEES for their On-the-job Training, subject to the terms and conditions specified hereunder;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants set forth herein, the parties agree as follows:

TERM

This Memorandum of agreement shall take effect upon signing of both parties and shall continue to remain in full force and effect unless sooner revised or terminated by neither party giving notice to the other at least six (6) months prior to the ~~intended~~ date of revision or termination. Such notice of termination will not interfere with cooperative program currently underway. Such programs will be allowed to continue until their conclusion.

DUTIES AND OBLIGATIONS

A. The UNIVERSITY

1. To formulate local school practicum policies and guidelines on selection, placement, monitoring and assessment of the **TRAINEES**;
2. To pre-qualify the **TRAINEES** in accordance with the school off campus training policies and requirements as specified in CMO No. 23, Series of 2017 and the requirements from the **COMPANY**;
3. To set the criteria on the selection of a Faculty Practicum who is academically qualified and will be responsible as Faculty SIPP Coordinator per program for all the aspects of the student internship programs including program implementation, monitoring and evaluation;
4. To develop a Training Manual or Plan in accordance with the criteria set forth in CMO No. 23 series of 2009 for the **TRAINEES** in coordination with the **COMPANY**;
5. To monitor, jointly with the **COMPANY** and evaluate the performance of the **TRAINEES** based on the prescribed Training Manual or Plan;
6. To conduct general orientation for the **TRAINEES** and their parents/guardians;

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7. To conduct initial and regular visit of the **COMPANY** premises to ensure the safety of the **TRAINEES**;
8. To subject the student **TRAINEE** to institutional disciplinary policies for any violations of the guidelines set forth under CMO No. 23 series of 2009 after due investigations conducted in connection thereto; and
9. To issue final grade to the student trainee based on the **TRAINEE'S** performance evaluation upon completion of requirements on prescribed period and the concomitant Certificate of Appreciation of the completion of training of the student with the **COMPANY**.

B. The COMPANY

1. To facilitate the processing of the documents of the student trainees/interns in coordination with the **UNIVERSITY**;
2. To provide Supervised Applied Learning Experiences for the student trainees in accordance with agreed Training Manual/Plan and schedule of activities;
3. To assign a competent Training Supervisor responsible for the implementation of all phases of the Training Plan;
4. To provide safe and conducive working environment/venue for the Trainees which is free from any hazard and will bolster their confidence and develop their skills during the training;
5. To provide fee living quarters, if necessary, in favor of the Trainees which are clean, safe and free from any hazard/danger during the conduct of the Training Program;
6. To allow the University through its duly authorized representative to visit the site where the training program will be held and regularly visit and monitor the same upon prior notice to the Company during the conduct of the training;
7. To comply with the specific provisions of the Labor Code of the Philippines and other pertinent laws in accepting Trainees under the OJT Program and afford the Trainees their respective rights under the said laws;
8. To immediately inform the University through its authorized representative of any incident during the training program which would expose the Trainees of any harm or injury or violation of their rights;
9. To immediately act on the complaints of the Trainees concerning the improper demeanor of their Trainor/s or any complaint concerning violation/s of their rights;
10. To comply with the existing rules and regulations involving health protocols implemented by the University, National Government, IATF, Department of Health, CHED, Local Government Unit in the area and provide sufficient health facilities in favor of the **TRAINEE**. Any violation of such rules and regulations which compromise the safety of the **TRAINEE** shall be a ground for the termination of the On-the-job Training Program;
11. To conduct post training review and evaluation of the program and the performance Trainees together with the **UNIVERSITY**;
12. To issue a Certificate of Completion of the **TRAINEE** one (1) week after the completion of the training;
13. The **COMPANY** may opt to grant each **TRAINEE** an allowance (OPTIONAL), provided such work is not less than four (4) hours per day ("OJT ALLOWANCE")

14. The **COMPANY** will release the **OJT Allowance** to the **TRAINEE** for his/her training hours actually rendered during the week, not later than the third working day of the immediately succeeding week.

ADJUSTMENT/S

Both the **COMPANY** and the **UNIVERSITY** can make the necessary amendments or changes on their duties and obligation to suit the prevailing condition and community quarantine in the area/s of trainee's assignment.

OBLIGATION OF THE TRAINEE

The **TRAINEE** shall be liable to any damages he may cause through his fault or negligence such as breakage of **COMPANY** properties after due notice and hearing in accordance with **COMPANY** rules.

The **TRAINEES** shall complete the Training Program within the Required OJT Hours.

The **TRAINEE** shall strictly comply with the existing rules and regulations involving health protocols implemented by the Company, the University, National Government, IATF, Department of Health, CHED, Local Government Unit in the area. The trainee shall immediately report to the Company and the University any instance of violation or non-compliance with such rules and regulations. Any violation of such rules and regulations on the part of the Trainee shall be a ground for the termination of his/her On-the-job Training Program.

SCHEDULE

The **TRAINEE** shall be observing the following training schedule:

Mondays to Fridays Time: 08:00 AM-05:00 PM, without prejudice to a flexible and suitable schedule to be agreed upon by the **COMPANY** and the **UNIVERSITY** which may include Saturdays and Sundays;

The training hours shall not exceed eight (8) hours per day.

The **COMPANY** shall not require the **TRAINEE** to render overtime work or to report for training on legal (regular) or special holidays.

MONITORING AND EVALUATION

During the conduct of the Training Program, the faculty SIPP Coordinator and/or Director of the On-the-Job Training and Career Development Office of the **UNIVERSITY** shall monitor and evaluate the Trainees and will utilize standard procedures, instruments and methodologies such as observations, monthly reports, and interviews or conferences with the students.

PRE-TERMINATION

Either of the parties upon written notice may pre-terminate the foregoing agreement in case of violation of either party of any provision of the foregoing Agreement. In case the violation is on the part of the **COMPANY**, corresponding Certification shall be issued in favor of the Trainees despite the termination in accordance with the extent of the training undergone by them.

IN WITNESS WHEREOF, the parties have carefully read, fully understood and voluntarily agree, to the terms and conditions of this agreement, and have caused this agreement to be signed by their duly authorized representatives this _____ hereat _____.

For the:
COMPANY

~~NESTOR CUDIA JR.~~
Branch Manager

For the:
UNIVERSITY

~~ENGR. FELICIANA P. JACOBA, Ed.D.~~
University President

Signed in the presence of:

ARJAY F. ORTIZ, Ph.D.
Director, On-the-Job Training and
Career Development Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

~~CABANATUAN CITY~~) S.S.

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BEFORE ME, a notary public duly authorized in the city named above, personally appeared:

~~NESTOR CUDIA JR.~~
Branch Manager

C05-19-009020

ENGR. FELICIANA P. JACOBA, Ed.D.
University President
NEUST ID No. 166

who are personally known to me, through their competent evidence of identity as above-stated, to be the same persons described in the foregoing instrument consisting of five (4) pages including the page where this acknowledgement is written, who acknowledgment before me that their respective signatures on the instrument were voluntarily affixed by them for the purpose stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed.

18 MAR 2023

~~CABANATUAN CITY~~ **WITNESS MY HAND AND SEAL** this _____
hereat

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~~ATTY. FELICISIMO C. VILLAFLOR~~
NOTARY PUBLIC
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