

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENCE

This agreement entered into between **CEBU ROOSEVELT MEMORIAL COLLEGES – COLLEGE OF COMPUTER STUDIES** with office address at San Vicente St., Bogo City, Cebu, Philippines, a duly recognized institution by the Commission on Higher Education (CHED), represented in this agreement by **DR. JONEL D. GELIG**, College Dean, hereinafter known as the “**SCHOOL**”.

And **Jemar Diamante** a bonafide student of the aforementioned school with the occurrence of his/her legal guardian whose name and signature appears on this document and are hereinafter known as the “**PRACTICUMER**”

### AND

**Navigator’s Club** a duly registered Institution with office address at **Dela Viña, Bogo City, Cebu** represented in this agreement by **NOTIMP Inc**, referred to as the “**COMPANY**.”

### WITNESSETH:

WHEREAS, SCHOOL is a duly Recognized Higher Education Institution (HEI) which offers the course Bachelor of Science in Information Technology, with a curriculum requirement that the students enrolled in above mentioned program undergo **Experiential Learning (EL)** otherwise known as **On the Job Training (OJT) or PRACTICUM**.

WHEREAS, COMPANY is a duly registered corporation or business entity engaged in computer related tasks, is willing, able, committed and ready to provide the On the Job Training.

**NOW THEREFORE**, in connection with the preceding premises, and their mutual covenants set forth hereafter, the parties have agreed as follows:

**I. That the SCHOOL, represented by the college Dean/Department Head/program coordinator/ Practicum Coordinator/ in relation to the Experiential Learning shall undertake the following responsibilities:**

- I.1** Communicate and coordinate with the company representative or immediate superior of the practicumer about matters related to the required Experiential Learning objectives of the latter.
- I.2** Provide the practicumer with program orientations as regard to its objectives, to wit; target outcomes, program final output, and evaluation after the program and even behavioral conduct expectations while undergoing the Experiential Learning Program.
- I.3** Make periodic checks of practicumer, either through random actual location visits or telephone calls to monitor his/her progress.
- I.4** Require the students to submit their practicum progress reports during a scheduled formal class meeting.
- I.5** Require the students to submit their Practicum Evaluation Form found at the Student’s OJT Logbook to be accomplished by the authorized company representative or the practicumer’s immediate superior.
- I.6** Require and check the practicumer’s final OJT output which is a research study on some of the operational facets of the company.
- I.7** Perform any other task and activities deemed to be necessary for the successful conduct of the practicum program.

**II. That the COMPANY agrees and promises to provide the Experiential Learning Program and commits to perform, through the authorized company representative, the following responsibilities:**

- II.1** To provide the practicumer with a minimum of 540 hours of actual job experience and training (knowledge, skills, and right attitudes) which are relevant to their respective courses and will match the current industry requirements.

**II.2** To assign the practicum in a Division/ Department/ Section that will match the work experiences required by their respective courses, and under a person that will serve as the practicumers immediate superior.

**II.3** To ascertain the safety and protection of the practicum while inside the company's premises and by refraining from giving them hazardous superiority.

**II.4** To confirm the practicum's OJT Progress reports by affixing their signature on the said documents.

**II.5** To provide the practicum the essential sets of information that may be needed in the completion of their OJT output, which is a research study of some operational facets of the company.

**II.6** To seek for the approval in writing, for the school's representative and/or the practicum's parent or guardian in case that the practicum will be required to do an overtime work, or will be assigned or brought to another place outside of the original place of work.

**II.7** To provide the school's representative with an honest and objective evaluation of the practicum's OJT performance prior to or upon the completion of 540 hours.

**II.8** To provide a practicum with a certificate of OJT completion. The school's representative, however, reserves the right to reduce the 540 OJT hours in lieu of some academic or outreach activities that will be required by the college department. In such a case however, the latter will send a formal letter to the company.

**II.9** To accommodate the school's representative during random checking of the practicum's progress (either during telephone calls or actual office visit) and provide the former with the essential and honest feedback about the practicum.

**III. That the STUDENT/PRACTICUMER shall undertake the following responsibilities:**

**III.1** Comply with the requirements and guidelines of the On-The-Job Training (OJT) Program.

**III.2** Attend the scheduled consultation meetings with the Practicum Coordinator/College Dean and submit all requirements for the Experiential Learning (EL) Program, (i.e, Progress Report and Final Output)

**III.3** Observe and follow the company's rules, policies, code of conduct, code of discipline, code of ethics, safety procedures, and the likes, for the effective, safe and successful completion of the program.

**III.4** Regularly report to the company for the practicum work and notify the immediate superior or any key personnel in case of inability to do so for any reason whatsoever.

**III.5** To exercise care, due diligence and safety in using all company resources and to return any company property issued (to the practicum) in good condition upon the completion of the OJT.

**III.6** Perform all reasonably OJT/PRACTICUM related tasks, duties and responsibilities assigned by the immediate superior.

**IV. COMMON PROVISIONS**

**IV.1** That there will be "No Employer – Employee Relationship" between the COMPANY and the PRACTICUMER and the latter is therefore not entitled to labor standard benefits within the contemplation of the law.

**IV.2** Through a written notice, any party has the right to terminate this memorandum of Agreement, due to failure of the other party to comply, observe or follow any of the provisions hereof.

**IV.3** the SCHOOL and the COMPANY is free from all or any liability, should PRACTICUMER suffer illness or sustain injury while inside the company premises if such injury was sustained due to the failure of latter to observe and follow company policies, rules, regulations, safety procedures and the likes.

**IV.4** The PRACTICUMER and his/her parent or any legal guardian shall accomplish a waiver for the purpose of the OJT.

**IV.5** This agreement shall commence on \_\_\_\_\_ and shall be deemed terminated on \_\_\_\_\_ unless otherwise terminated by either of the parties.

IN WITNESS whereof, the parties hereby affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_,20\_\_\_\_, Boggo City, Cebu.

V

**DR. JONEL D. GELIG**

Dean, College of Computer Studies

Res. Cert. \_\_\_\_\_

Place of Issuance\_\_\_\_\_

**MR. LILJEN B. NOYNAY**

Chief Executive Officer of NOTIMP Inc.

Res. Cert. \_\_\_\_\_

Place of Issuance\_\_\_\_\_

**Jemar Diamante**

(Name & Signature of the Practicumer)

Res. Cert. \_\_\_\_\_

Place of Issuance\_\_\_\_\_

**Irene D. Diamante**

(Name & Signature of Parent/Guardians)

**ACKNOWLEDGEMENT**

Before me, a notary Public, appeared the above-named individual who acknowledged signing of the Agreement to be his/her own free act.

In testimony whereof, I have thereto subscribed my name and affixed my seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
\_\_\_\_\_  
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