

MEMORANDUM OF AGREEMENT

Know All Men by These Presents:

This **MEMORANDUM OF AGREEMENT** entered into by and between:

The **Eastvantage Business Solutions, Inc.**, a corporation duly created and existing under the laws of the Republic of the Philippines, with office address at 24th Floor Fort Legend Tower, 3rd Avenue, cor 31st Street, Taguig, 1634 Metro Manila, herein represented by its Human Resources Manager, **DENVER ANTHONY TOLEDO** hereinafter referred to as the "**COMPANY**";

-and-

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

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. 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 on the Second Semester SY 2020-2021 by means of online and/or correspondence mode of delivery.

WHEREAS, the **UNIVERSITY**, has established a professional program for its students, under the Information Technology Program called the Online Internship Program for Second Semester, School Year 2021-2022. The program is designed to supplement the learnings in Information Technology and to train students to become competitive and technologically innovative professionals through actual exposure to a professional workplace through online platform to address the new normal brought about by COVID-19;

WHEREAS, the **COMPANY** supports this program and is willing to give the students of the **UNIVERSITY** a course related work assignment 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:

1. The duration of the program shall be equivalent to at least 500 hours unless otherwise agreed upon by the **COMPANY** and the **UNIVERSITY**;
2. The **COMPANY** shall commit to take in the student-trainees to undergo OJT Program consistent with the requirements of the **UNIVERSITY**;
3. The **UNIVERSITY** shall be responsible for briefing the student-trainees who intend to conduct practicum exposure in the **COMPANY** as part of the **UNIVERSITY**'s curriculum;
4. The **UNIVERSITY** shall provide the student-trainees the basic orientation on work values, behavior, and discipline to ensure smooth cooperation with the **COMPANY**;
5. The OJT shall be held online based on the agreed schedule between the mentor and the mentee and duly noted by the faculty adviser;
6. The **UNIVERSITY** shall unilaterally withdraw a student-trainee who is found to misbehave and/or act in defiance to existing standards, rules, regulations of the **COMPANY** and impose necessary the **UNIVERSITY** sanctions against the said student-trainee;
7. The **COMPANY** shall provide free relevant instruction and training to student-trainees, consistent with its policies, rules and regulations. It shall treat the student in a professional manner, and shall not subject him/her to tasks and work assignments that are risky, dangerous or unrelated to the purpose of this Agreement;
8. There is no employer-employee relationship between the **COMPANY** and the student-trainees. As student-trainee, he/she shall not be entitled to the compensation/benefits accorded to an employee;
9. The **COMPANY** is not obliged to employ student-trainees upon the completion of the training. However, the **COMPANY**, upon consultation with the **UNIVERSITY**, may require qualified students to submit themselves to examinations, interviews, and submit pertinent documents to support their application;
10. The student-trainees shall be personally responsible for any and all liabilities arising from gross negligence in the performance of his/her duties and functions while under training;

11. The parties shall not divulge any information that it may have access to, and any such information will only be used for academic purposes;

12. Both parties shall have the right to pre-terminate the internship program if:
- a) The TRAINEE violates the rules and regulations of the **COMPANY**, or if there is serious misconduct;
 - b) The **COMPANY** does not provide the kind of responsible training as agreed upon; or
 - c) There is any violation of the foregoing covenants that will warrant the cancellation of this Agreement:

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


13. Both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking.

EFFECTIVITY/DURATION

- 1. This Agreement shall take effect on the date of the signing and shall continue to be in force for a period of One (1) year unless earlier terminated for just cause, by either party within thirty (30) days prior written notice to the other party. Any renewal shall be through the mutual consent by both parties.
- 2. The one-year period shall be applicable to cover other prospective student-interns who may likewise be required to undergo an OJT-Internship with the **COMPANY** during the effectivity of this Agreement.

IN WITNESS WHEREOF, the parties hereby affix their signatures this ____day of _____.

_____ &

By: 
DENVER ANTHONY TOLEDO
Human Resources Manager

**POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES**

By: **PROF. PASCUALITO B. GATAN**
Vice President for Branches and Satellite
Campuses

SIGNED IN THE PRESENCE OF:



Carmela G. Garcia

Senior Operations Business Partner

Dr. Armando A. Torres

Director

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

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 four (4) 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 _____.