

**MEMORANDUM OF AGREEMENT
(TRAINEESHIP)**

This Agreement made and entered into this 3 May 2024, at City of Manila, Philippines, by and between:

The **UNIVERSITY OF THE PHILIPPINES**, the national university of the Philippines, created through Act No. 1870 and operating under Republic Act No. 9500, represented herein by the Chancellor of the University of the Philippines Manila, **DR. CARMENCITA D. PADILLA**, with office address at the 8th Floor, RCB Building, Philippine General Hospital, Manila, hereinafter referred to as the "**UNIVERSITY**";

- and -

MSCI Hong Kong Limited a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at 29F Zuellig Building, Makati Avenue corner Paseo De Roxas, Makati City 1225 represented herein by its Executive Director – Human Resources, **Ma. Felisa D. Villaluz**, hereinafter referred to as the "**Company/Institution**".

W I T N E S S E T H: That

WHEREAS, Section 17, Article II of the 1987 Philippine Constitution provides that, "the State shall give priority to education, science and technology, arts, culture and sports to foster patriotism and nationalism, accelerate social progress and promote total human liberation and development;

WHEREAS, the University of the Philippines is the national university, a public and secular institution of higher learning, and a community of scholars dedicated to the search for truth and knowledge as well as the development of future leaders;

WHEREAS, the University leads in setting academic standards and initiating innovations in teaching, research and faculty development in philosophy, the arts and humanities, the social sciences, professions and engineering, natural sciences, mathematics, and technology; and maintain centers of excellence in such disciplines and professions;

WHEREAS, the University provides opportunities for training and learning in leadership, responsible citizenship, and the development of democratic values, institutions and practice through academic and non-academic programs, including sports and the enhancement of nationalism and national identity;

I. PURPOSE/S - this Agreement is entered into for the following purposes:

WHEREAS, **UNIVERSITY OF THE PHILIPPINES MANILA** is an educational institution in Manila, Philippines that runs the **DEPARTMENT OF PHYSICAL SCIENCES AND MATHEMATICS, COLLEGE OF ARTS AND SCIENCES** with the primary aim of providing education to university students;

WHEREAS, **MSCI** in its desire to enhance the training and development of more and more professionals, has agreed to provide support to the students of **UNIVERSITY OF THE PHILIPPINES MANILA** in the form training on the operations and latest developments in its industry; and

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

II. SCOPE OF RESPONSIBILITIES:

A. For the UNIVERSITY:

SECTION I Responsibilities of UNIVERSITY OF THE PHILIPPINES MANILA

- a) **UNIVERSITY OF THE PHILIPPINES MANILA** shall provide with _____ an agreed upon number of students for the latter's Metro Manila operations. Exact nature of engagement of the qualified individuals shall be determined subsequently to this Agreement.
- b) **UNIVERSITY OF THE PHILIPPINES MANILA** shall provide the **Student Interns** with the basic orientation on work values, behavior, and discipline to ensure due cooperation with the **Company/Institution**;
- c) **UNIVERSITY OF THE PHILIPPINES MANILA** shall closely monitor the **Student-Interns** through their respective *Internship Coordinators* to help ensure that the **Student-Interns** conduct themselves in line with the **Company/Institution's** policies and finish their assigned tasks within the internship period;
- d) **UNIVERSITY OF THE PHILIPPINES MANILA** shall voluntarily withdraw a student-trainee who is found to misbehave and/or act in defiance to existing standards, rules, and regulations of the **Company/Institution** and impose necessary **UNIVERSITY OF THE PHILIPPINES MANILA** sanctions on the said student;
- e) **UNIVERSITY OF THE PHILIPPINES MANILA** shall recommend students who are eligible to undergo its internship program; and
- f) Designate a faculty adviser who will coordinate with the **Company/Institution** on the various activities under this program.

B. For the _____:

SECTION II

Responsibilities of the Company/Institution

- a) The **Company/Institution** shall undertake the selection process from among **UNIVERSITY OF THE PHILIPPINES MANILA** students in accordance with its policies and guidelines in the recruitment and selection of trainees for this purpose;
- b) The **Company/Institution** shall provide free relevant instruction, exposure, and training to the **Student-Interns** that are consistent with its policies, rules, and regulations and in line with the established *Internship Plan*. It shall treat the **Student- Interns** in a professional manner, and shall ensure that the **Student Interns**, 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*;
- c) The **Company/Institution** will assign an internship supervisor (or similar designation) responsible for the implementation of all phases of the *Internship Plan* and who shall coordinate with **UNIVERSITY OF THE PHILIPPINES MANILA** regarding the terms and aims of this Agreement.
- d) The **Company/Institution** will accomplish the respective evaluation forms required by **UNIVERSITY OF THE PHILIPPINES MANILA** and issue a *Certificate of Completion* to the **Student-Interns** within ten (10) working days after the completion of training.
- e) The **Company/Institution** shall reimburse any reasonable out-of-pocket expenses that may be incurred by the **Student-Interns** for off-company assignments, subject to reimbursement and liquidation policies of the **Company/Institution**;
- f) The **Company/Institution** shall provide an equivalent of at least 75% of the prescribed basic minimum wage as allowance to **Student-Interns**;
- g) The **Company/Institution** shall assign work to the **Student-Interns** that is varied, challenging, and consistent with the Program's curriculum;
- h) The **Company/Institution** shall orient the **Student-Interns** about the company and the job;
- i) The **Company/Institution** shall designate a Program Coordinator who will coordinate with **UNIVERSITY OF THE PHILIPPINES MANILA** the various activities under this program.
- j) The **Company/Institution** shall assign an immediate supervisor/mentor who will assign suitable tasks, train, monitor and discuss the performance of the **Student- Interns**, every month end, for the duration of the IT Internship;
- k) The **Company/Institution** shall ensure a safe and conducive working environment for the **Student-Interns**;
- l) The **Company/Institution** shall expose the **Student-Interns** to the various stakeholders of the company;
- m) The **Company/Institution** shall accomplish the monthly and term-end evaluation forms and discuss the results of the performance evaluation with the **Student- Interns**;

- n) The **Company/Institution** shall designate a representative during the culminating activity of the **Student-Interns**; and
- o) The **Company/Institution** shall inform the school, through the faculty adviser, other matters related to the IT internship.

III. ENTIRE AGREEMENT and REVISIONS

- A. This Agreement including the Annexes, if any, embodies the entire agreement of the parties in relation to the transactions stipulated herewith and the subject matter hereof.
- B. The parties shall not be bound by, or be liable for, any statement, representation, promise, inducement, or understanding of any kind or nature relating to the said transactions and subject matter which is not set forth or provided for in this Agreement.
- C. The parties may, by mutual agreement and in writing, enter into stipulations amending, clarifying, modifying, deleting, or changing any of the terms, conditions or covenants, or any portion of this Agreement, in which case such written stipulations, duly signed by the parties, shall form part of this Agreement.

IV. PERFORMANCE AND COMPLIANCE

- A. Should there arise any circumstance under any of the foregoing provisions, which may affect the performance of any party of its obligations, the party concerned shall notify the other in writing setting forth such facts and circumstances within five (5) days of its occurrence.
- B. Should there be need to extend the period of compliance with its obligations, both parties shall agree in writing on a reasonable period within which to comply with the undertaking.
- C. Upon the occurrence of any circumstance of *force majeure*, the affected party shall endeavor to continue in the performance of its obligations so far as reasonably practicable.
- D. The parties may undertake such remedial measures to ensure performance and compliance with this Agreement.

V. INTELLECTUAL PROPERTY RIGHTS

- A. The term and concept of "intellectual property rights" as used in this Agreement is based on Section 4 of the Intellectual Property Code of the Philippines (Republic Act No. 8293).
- B. No Transfer of or acquire interest in the intellectual property. - Nothing in this Agreement will function to transfer or acquire interest in any of either party's intellectual property and rights thereto to the other party.
- C. Retain Existing Intellectual Property. - Each party will retain exclusive interest in and ownership of its intellectual property developed before this Agreement or developed outside the scope of this Agreement.

- D. All other intellectual properties created in the course of the implementation of

this Agreement beyond the scope and purposes of this Agreement shall be owned based on the provisions and amendments of the R.A. 8293, the Technology Transfer Act of 2009, and such other laws, rules and regulations as may be applicable. If ownership cannot be determined even after application of laws, rules and regulations, the parties shall have joint ownership of the intellectual properties.

- E. The following shall likewise be used in interpreting the intellectual property rights of the parties:
1. The institutional Intellectual Property Rights Policies of the parties;
 2. Relevant Philippine laws, rules and regulations on intellectual property and technology transfer; and,
 3. International treaties and conventions ratified or acceded to by the Republic of the Philippines.

VI. CONFIDENTIALITY

- A. The parties and the students shall hold in trust and confidence, and not disclose to third parties or use for any purposes other than the performance of this Agreement any confidential information in whatever form that are:
1. proprietary information which includes but are not limited to technical information and processes, trade secrets, personnel and client information, as well as certain knowledge concerning the business affairs of the party;
 2. intellectual property and rights as defined under this Agreement and R.A. 8293; and,
 3. received, disclosed to the party/ies as confidential, or have come into the knowledge of the parties in the course of the implementation of this Agreement.
- B. The Parties and the students agree to treat with utmost confidentiality all information, communication and materials in whatever form disclosed by the parties to each other or to the students in relation to the Agreement;
- C. The parties and the students including their officials, personnel and agents who are involved in the implementation of this Agreement shall comply with and are properly oriented and trained with its legal obligations under the Data Privacy Act of 2012 including its implementing rules and regulations;
- D. The conditions and stipulations under this Article on Confidentiality shall survive even after termination of this Agreement.

VII. LIMITATIONS ON THE USE OF INFORMATION - This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the other party any rights or authority in or to the information contained in documents and materials shared for the purpose of this Agreement or in the course of implementing the provisions therein.

VIII. GOVERNING LAW & COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- A. Governing law. — This Agreement shall be governed by the laws of the Republic of the Philippines.
- B. The parties shall comply with all laws, rules, and regulations promulgated by the government of the Republic of the Philippines, including those on labor, environment, safety and sanitation and other pertinent laws.
- C. The parties shall secure all pertinent permits required by any government office or agency in connection with the performance of its obligations under this Agreement.
- D. Severability of provisions. — In the event that any portion of this Agreement and its Annexes is rendered invalid, or is contrary to law, rule, or regulation, the remaining portion shall remain subsisting and enforceable.

IX. INDEPENDENCE OF THE PARTIES

- A. The parties are independent entities with respect to each other.
- B. Nothing in this Agreement shall be construed to place the parties in the relationship of partners, joint venture, fiduciaries or agents.
- C. The parties are not granted any right nor any authority to assume or to create an obligation or to bind the other party.
- D. A party shall not issue any public statements about or on behalf of the other party without the prior written consent of the party in whose behalf such statements are made.

X. NO EMPLOYER-EMPLOYEE RELATIONSHIP

- A. By entering into this Agreement, the parties do not enter into an employer employee relationship between each other and neither to their respective employees and agents be considered employees and agents of the other parties.
- B. The parties shall take all precautionary measures to ensure the safety and convenience of its personnel, agents and the general public, and to take all appropriate steps to prevent damage or injury to persons or property in the performance of this Agreement.
- C. The parties assume full responsibility for the acts, omissions, or negligence of its own employees, workers, agents, and those of its sub-contractors and their employees, as well as for all other persons doing work under this Agreement and shall hold the other party free and harmless from, and hereby binds and obligates itself to indemnify the other party for liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties and all expenses of whatever kind and nature arising from and by reason of this Agreement, due to its negligence, act, omission, delay, conduct, breach of trust of, or non-observance or violation of this Agreement, or those of its employees, agents, representatives, or sub contractors.

- XI. INDEMNIFICATION - Damages, injuries or death committed by or against the students while on rotation at the institution and within its premises, whether willful or as a result of negligence shall be prosecuted or defended in accordance with

applicable laws, rules and regulations subject to the available defenses the parties may have under the circumstances.

XII. PRE-TERMINATION & TERMINATION - Within thirty (30) days after termination or pre-termination, cancellation, or rescission of this Agreement, the parties shall settle their respective obligations including the refund of any and all advances made or submission of deliverables, if any, or any correction or addition thereto.

XIII. NON-WAIVER OF RIGHTS AND REMEDIES

- A. Failure or delay of a party to require performance by the non-complying party of any provision hereof shall not constitute a waiver and shall not affect the right of the party to enforce the same.
- B. All rights or remedies available to the parties under this Agreement or by law are separate and cumulative.
- C. No right or remedy whether or not exercised, shall exclude any other right or remedy.
- D. Any waiver, permit, consent, or approval of any kind or character by the parties in connection with this Agreement shall be specified in writing and shall be effective only to the extent that such writing sets forth.
- E. No such waiver shall be construed as a modification of any provisions of this Agreement or as a waiver of any part or future default or breach thereof, except as expressly stated in such waiver.

XIV. SETTLEMENT OF DISPUTES

- A. Amicable settlement. - Should there be any conflict with respect to the interpretation or operation of any of the provisions of this Agreement, the parties shall exert their best efforts to amicably settle such dispute. Should no settlement be reached within a reasonable period, the dispute shall be settled through arbitration or the courts in accordance with the provisions hereunder. In case of disputes, claims and controversies arising from the interpretation and application of this Agreement the parties agree to freely and voluntarily submit themselves to consultation and negotiation to amicably settle the dispute.
- B. Arbitration - Should the parties fail to reach an amicable settlement of their dispute, the parties shall submit their dispute to arbitration, in accordance with Republic Act No. 9285 or the ADR Law of 2004.
- C. Venue - In the event that the dispute between the parties reach the courts of law after having undergone arbitration, the parties agree that the courts of the City of Manila shall have exclusive jurisdiction over the case.

XV. NOTICE

- A. Form of Notice. - All notices, requests, claims, demands and other communications between the parties shall be in writing.
- B. Method of Notice. - All notices shall be given (i) by delivery in person (ii) by a nationally recognized courier services, or by, (iii) by first class, registered or certified mail, postage prepaid.

- C. Receipt of Notice. - All notices shall be effective (i) upon receipt by the party to which notice is given, (ii) on the day the mail is returned to sender because the addressee no longer resides at the given address in this Agreement without notifying the other party of the new address, or, (iii) after two (2) failed attempts to personally deliver the notices, requests, claims, demands and other communications, the party delivering the notice may leave the notice, request, claim, demand or other communications to a person of legal age residing or working in the address specified in this Agreement.
- D. Refusal of Delivery. - Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.
- E. Party to notify. - All notices, requests, claims, demand and other communications shall only be valid, effective and binding if received by the following addresses and only in the addresses indicated below:

To the UP Manila:

DR. CARMENCITA D. PADILLA, MD, MAHPS
Chancellor, UP Manila
8/F Right Central Block, Philippine General Hospital,
Taft Avenue, Manila
Tel. No. 521-01-84
Email: upm-oc@up.edu.ph

To the: **MSCI Hong Kong Limited**

- F. Change of Address. - Any party to this Contract shall notify the other party of any changes of address/email address which shall be effective upon receipt of notice as specified under this Agreement.

XVI. DURATION, DATE OF EFFECTIVITY & RENEWAL

- A. This Agreement shall be effective for a period of 2 months (June 15, 2024-August 15, 2024) years upon the date of signing of the parties, reckoned from the latest date a party signed the Agreement.
- B. This Agreement may be renewed for another years by mutual agreement of the parties in writing before the expiry of this Agreement.

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IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date and place above-indicated.

UNIVERSITY OF THE PHILIPPINES _____

by:

by:



CARMENCITA D. PADILLA, MD, MAHPS


MA. FELISA D. VILLALUZ

Chancellor, UP Manila

Executive Director, MSCI

SIGNED IN THE PRESENCE OF:

MARIE JOSEPHINE M. DE LUNA, Ph.D.

 JOANNA C. GUTIERREZ

Printed name & signature of witness

Printed name & signature of witness

Republic of the Philippines)
City of Manila) s.s.

ACKNOWLEDGMENT

BEFORE ME, this _____, in the City of Manila, the
affiants exhibited to me their proof of identities indicated below:

NAME	Gov't issued ID#	Issuing gov't agency
CARMENCITA D. PADILLA	53658	PRC
XXX	_____	_____

known to me to be the same persons who executed the foregoing Memorandum of Agreement [Traineeship] consisting of _____ (____) pages, including this page whereon the acknowledgment is printed and acknowledged to me that they have entered into this Agreement freely and voluntarily with legal authorization or power from the proper government official/s or by law with respect to the institutions they represent. The parties and their witnesses have signed each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first mentioned.

Doc. No. _____;
Book No. _____;
Page No. _____;
Series of 2018