

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into this _____ day of _____ 2023 by and between:

JAE HUB WEB SERVICES, a duly registered business entity organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at Unit 1015 Winland Tower Residence 4 Tomas Morato Quezon City, represented herein by its Head of the Company, **JENNY ROSE SINGUEO**, hereinafter referred the **“FIRST PARTY.”**

-and-

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - CAVITE CAMPUS, a state institution of higher learning created and operating under its Charter, Presidential Decree No. 1518, through its constituent Cavite Campus, with address at Carlos Q. Trinidad Avenue, Salawag, Dasmariñas City, Cavite, herein represented by its President **ENGR. REYNALDO P. RAMOS, Ph. D., En. P.**, hereinafter referred to as the **“SECOND PARTY.”**

Collectively, the FIRST PARTY and SECOND PARTY shall hereinafter be referred as the

“PARTIES.” WITNESSETH, That:

WHEREAS, the SECOND PARTY is desirous to send student-interns to the FIRST PARTY to avail of the latter’s Student Internship Program (SIP);

WHEREAS, the FIRST PARTY is willing to accept qualified student-interns endorsed by the SECOND PARTY; and

WHEREAS, in compliance with CMO No. 104, series of 2017 (Revised Guidelines the Student Internship Program in the Philippines for all Programs) and CMO No. 19, series of 2021 (Guidelines on the Conduct of Critical Workshop and Laboratory, Thesis and Capstone Design and OJT Courses of Engineering and Engineering Technology Programs During the COVID-19 Pandemic Period), the parties shall observe the safety and health protocols as mandated.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above premises, the parties hereto agreed on the following terms and conditions:

A. OBLIGATIONS OF THE FIRST PARTY:

- The FIRST PARTY shall implement the following:
 - Require health declaration and medical check-up prior to duty;
 - Implement health protocols for monitoring the sign and symptoms; and
 - Enforce strict compliance to the minimum health and safety protocols.
- The FIRST PARTY shall, before the start of training period, provide orientation to the student-interns which shall cover, but not limited to: internship program rationale; mandate and organizational structure of the FIRST PARTY; relevant office policies and procedures of the FIRST PARTY; specific programs and projects of the; telephone etiquette/ office decorum; interpersonal relations and role of student-trainees in the Program.
- The FIRST PARTY may provide the student-intern a stipend in accordance with its Internship Program Implementation guidelines, and any other entitlements as provided by law.

4. The FIRST PARTY shall, upon consultation with the SECOND PARTY, require qualified student-interns to submit themselves to examinations, interviews and submit pertinent documents to support their respective applications.

5. The FIRST PARTY shall be held liable for any injury, accident or death that the student-intern may suffer if it is proven that the student-intern was assigned by the FIRST PARTY to an unsafe working environment without providing the student-intern with proper safety measures, precautions and personal safety equipment.

6. The FIRST PARTY shall evaluate and provide a numerical grade for the student-intern after which it accomplished 75 percent of the total number of training hours and provide a Training Certificate to the student -intern upon completion of the program.

7. The FIRST PARTY shall conduct verification procedure to determine if the student-intern is related within the third degree of consanguinity or affinity to any employee in the requisitioning office of the FIRST PARTY. Should there be any discovery of relationship relative to the foregoing; the FIRST PARTY shall take appropriate steps in the termination of the Agreement.

B. OBLIGATIONS OF THE SECOND PARTY:

1. The SECOND PARTY shall ensure that health and safety protocols are strictly enforced and that the students and industry supervisors are properly equipped with prescribed protective gears for the duration of face-to-face industry exposure.

2. The SECOND PARTY shall provide the student-intern with basic orientation on work values, behavior and discipline to ensure smooth cooperation with the FIRST PARTY.

3. The SECOND PARTY shall withdraw from the program the student-intern who is found to misbehave or to be in violation of the existing policies, rules and regulations of the FIRST PARTY and shall impose necessary sanctions on the said student-intern in connection herewith.

4. The SECOND PARTY shall coordinate with the FIRST PARTY in the conduct of verification procedure to ensure that the student-intern is not related within the third degree of consanguinity or affinity to any employee in the requisitioning office.

5. The SECOND PARTY shall give a numerical grade to the student-intern through a form which will be sent by the FIRST PARTY upon completion of the 75 percent of the total number of training hours.

C. OBLIGATIONS OF THE STUDENT-INTERNS

1. It is hereby stipulated that, prior to the start of the internship program, an Internship Agreement with Waiver of Liability shall be signed and executed by the FIRST PARTY, SECOND PARTY and the concerned student-intern and his/her parent or guardian.

2. It is also stipulated that the FIRST PARTY, SECOND PARTY and the concerned student-intern shall sign an Affidavit of Undertaking.

3. The Parties shall ensure that the student-interns will adhere to their respective policies, standards, guidelines, rules and regulations.

D. DURATION

The duration of training shall be equivalent to a minimum of Two Hundred Forty (240) hours for student-trainees under the engineering programs and Bachelor of Science in Industrial Education programs and minimum of Seven Hundred Twenty (720) working hours for student-trainees under the Bachelor of Technology programs, unless otherwise agreed upon by both PARTIES.

E. COMMON PROVISIONS

1. The start of the Student Internship Program (SIP) shall be based on the approved academic calendar.
2. There should be a dialogue between the FIRST PARTY in coordination with the SECOND PARTY on the compliance with the IATF directive and health protocols such as the use of personal protective equipment (PPEs) and other safety measures.
3. The Student Internship Program shall only be conducted in the FIRST PARTY, located in areas with low-risk quarantine status, as determined by the national or local government unit or in industries where safety and security protocols are strictly adhered to (PPEs, physical distancing, etc.).
4. It is the SECOND PARTY’s responsibility to assess the readiness of the students and the FIRST PARTY regarding the safe conduct of face-to-face Student Internship Program based on IATF recommendation and guidelines.

F. VIOLATIONS

Any violation by any of the PARTIES of the foregoing covenants shall warrant the cancellation of this Memorandum of Agreement. A thirty (30) calendar days advanced notice shall be sent to the erring party before the intended date of cancellation.

G. DATA PRIVACY ACT OF 2012

The PARTIES shall keep the confidentiality of information. The parties shall, in the performance of their obligations under this Agreement ensure the privacy and security of any and all confidential, privileged, personal and/or sensitive information that the PARTIES, including its officers, employees, and agents and the student-interns may have access to, and shall store, use, process and dispose the said confidential, privileged, personal and/or sensitive personal information in accordance with Republic Act No. 10173, otherwise known as the “Data Privacy Act of 2012,” and its Implementing Rules and Regulations and applicable issuances issued by the National Privacy Commission (NPC). This clause shall survive the termination or expiration of this Agreement. Any violation of this clause and any of the provisions of the Data Privacy Act and its Implementing Rules and Regulations by the PARTIES, including their officers, employees and agents and by the student-interns shall subject to the corresponding sanctions, penalties or fines under the said law without prejudice to any other civil and/or criminal liability as may be applicable.

H. MISCELLANEOUS PROVISIONS

1. The FIRST PARTY shall not be obligated to employ the student-intern upon completion of the training. It shall be understood that there shall be no employer-employee relationship between the FIRST PARTY and the student-intern as a consequence of this Agreement.
2. The FIRST PARTY shall not, in any way, be liable for injury, accidents, or death that the student-intern may suffer, unless there is fault or negligence on the part of the FIRST PARTY or any of its employees or agents.
3. The FIRST PARTY shall be free from any liability for damage or injury caused to the student-intern which may be occasioned by the latter’s own intentional acts or negligent acts or omissions.

I. DISPUTE RESOLUTION

In the event of dispute arising of or related to this Agreement, the same shall be settled amicably the Parties. In case the PARTIES fail to reach a settlement, the same shall be resolved through other alternative modes of dispute resolution pursuant to RA 9285 or the “Alternative Dispute Resolution Act of 2004.”

J. AMENDMENT

Any amendment to this Agreement must be upon agreement made in writing and signed by both PARTIES.

K. EFFECTIVITY

The Memorandum of Agreement shall become effective upon the date of signing of both parties. Its implementation shall begin immediately and shall continue to be valid for three (3) years until a written notice is given by either party within thirty (30) days prior to the date of intended termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this __ day of_____, 2023 in Dasmariñas City, Cavite, Philippines.

JAE HUB WEB SERVICES

TECHNOLOGICAL UNIVERSITY
OF THE PHILIPPINES CAVITE CAMPUS

BY:

BY:

JENNY ROSE SINGUEO
Head of the Company

ENGR. REYNALDO P. RAMOS, Ph. D., En. P.
President

SIGNED IN THE PRESENCE OF:

JANNA REI SINGUEO
Immediate Supervisor

MYRNA M. TEPORA, Ph. D.
Campus Director

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ his _____ day of _____ 2023,
personally appeared:

Name Issuance	Competent Proof of Identity	Date/Place of
JENNY ROSE SINGUEO	_____	_____
JANNA REI SINGUEO	_____	_____

known to me and to me known to be the same person who presented to me the foregoing MEMORANDUM OF AGREEMENT and acknowledged to me that he/she has voluntarily affixed his/her signature on the said instrument, and further declared and deed and that of the juridical entity represented herein.

This MEMORANDUM OF AGREEMENT consisting of five (5) pages, including this page on which this acknowledgement is written, has been signed on the margin of each and every page thereof by the parties and their witnesses.

NOTARY PUBLIC

Doc. No: _ ; Page
No: _ ; Book No: _ ;
Series of 2023.