

MEMORANDUM OF AGREEMENT FOR ON-THE-JOB TRAINING

This Memorandum of Agreement is entered into **25 of November 2024** in Cagayan de Oro City, Philippines, by and between.

The **PHINMA Cagayan de Oro College** represented in this agreement by its Chief Operating Officer, **MARK C. MACAVENTA** with principal address at Max Suniel Street, Carmen, Cagayan de Oro City, duly authorized to sign herein after referred to as the "SCHOOL"

-and-

The **PHILIPPINE STATISTICS AUTHORITY**, a government agency established under the laws of the Philippines, with the principal address at PSA Complex, East Avenue, Quezon City, Philippines represented in this act by its Regional Director, **JANITH C. AVES** hereinafter referred to "PSA"

WITNESSETH:

WHEREAS the SCHOOL desires to establish an Industry-Academe linkage program, creating a seamless environment for experiential learning for the students with the involvement of the business and industry thereby eliminating skills mismatch of graduates.

WHEREAS, the SCHOOL is the premier learning institution composed of leading scientists, academicians, and innovators, dedicated to the development of competent human resources to propel the socio-economic growth of society and generation of new knowledge to address the technical problems of the key economic players.

WHEREAS the SCHOOL aims

- a) To attain higher academic excellence
- b) To make its program responsive to human resource requirements of the industry.
- c) To contribute to the economic development by conducting appropriate activities with the industry; and
- d) To develop a program to enhance professionalism and productivity in Engineering, Science and Mathematics, Education, Technology, Information Technology Communication, and Management.

WHEREAS the SCHOOL needs to enter into an On-The-Job Training agreement with the **PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X (PSA-RSSO X)**;

WHEREAS, the **PSA** operates in the area where the school is located and has offices, facilities, project sites, and expertise that it can make available to the SCHOOL for purposes of students On-The-Job Training;

WHEREAS the **PSA** considers going into an On-The-Job Training agreement with the SCHOOL as part of its mission to create a positive impact on the community, especially on the young people;

WHEREAS, the **PSA** recognizes the need for an On-The-Job Training environment that is safe for the students and teachers, conducive to learning, and has the capability to provide these;

WHEREAS, the **SCHOOL** and **PSA**, hereinafter collectively referred to as "PARTIES" undertake to collaborate toward successful implementation of the On-The-Job Training.

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

DESCRIPTION OF THE ON-THE-JOB-TRAINING

The **On-The-Job Training** is one of the course requirements for graduation. A College student has to go undergo On-The-Job Training in a business organization or establishment with work requirements are related to the specializations. Through On-The-Job Training, the students are exposed to and are familiarized with the work-related environment related to their field of specialization. Specifically, the students are able to:

1. Appreciate the importance and application of the principles and theories learned in school.
2. Enhance their technical knowledge and skills;
3. Enrich their skills in communication and human relations.
4. Develop good work habits, attitudes, appreciation, and respect for work.

I. OBJECTIVES OF THE ON-THE-JOB TRAINING

The On-The-Job Training has the following objectives:

1. To supplement the formal curriculum of the College program with special inputs coming from the **PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X** in order to align the College program with work standards.
2. To develop in the students of College program the knowledge and skills that are relevant to the needs of the job market in the area;
3. To provide College students with relevant learning experiences by exposing them to the actual workplace setting.
4. To form On-The-Job Training partnership between the SCHOOL and the **PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X**, allowing the students, faculty, and staff of the school concerned the use of and access to the **PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X** workplace and equipment as part of their On-The-Job Training.

II. RESPONSIBILITIES OF THE PARTIES

A. JOINT RESPONSIBILITIES

Both the **SCHOOL** and the **PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X** shall:

1. Create a joint working group (JWG) that will prepare the action plan to operationalize the partnership. The action plan should include the names of the On-The-Job Training Coordinator and School Partnership Focal Person.
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met;
3. Adhere to all laws, memoranda, and circulars especially those pertaining to Child Protection as provided for in the Guidelines for the On-The-Job Training.
4. Develop the student's On-The-Job Training module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also specific knowledge, skills, attitudes, and competencies that the students should acquire after during the whole duration of the On-The-Job training in the PSA;
5. Develop an On-The-Job Training Daily Schedule of Activities that will be followed by the student during the whole duration of the On-The-Job Training in the PSA;

6. Hold Periodic Meetings to be attended by representatives of both parties for giving feedback and evaluation on students' performance for continuous improvement;
7. Voluntarily withdraw from the On-The-Job training any College students who will be found misbehave and/or act in defiance to existing standards, rules, regulations, and policies of the **PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X** and impose necessary sanctions to them;
8. Orient the parents or guardians of the students under the On-The-Job training to the existing policies of both parties;
9. Formulate local school On-The-Job training policies and guidelines on selection, placement, monitoring, and assessment of students (On-The-Job training participants to ensure that each student assigned to an On-The-Job training partner matched to his/her desired track, qualifications, and aptitude.

B. RESPONSIBILITIES OF THE SCHOOL

The SCHOOL shall:

1. Identify and indicate the course, and/or specialization/s which will be the subject of the Partnership.
2. Make needed adjustments to contextualize the subjects based on inputs coming from the **PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X (PSA RSSO – X)**.
3. Designate a Person in charge of coordinating with the **PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X (PSA RSSO – X)** and supervising the activities of the students for the duration of the On-The-Job Training.
4. Provide insurance coverage for learners during the On-The-Job training.
5. Continue to exercise its Special Parental Authority under the Family Code over the College student under On-The-Job training in the premises of the PSA.
6. Monitor each student's progress throughout the duration of the entire On-The-Job training so as to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.
7. Provide the **PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X (PSA RSSO – X)** an evaluation tool for the student's On-The-Job training performance.
8. Issue a final grade to the students upon completion of the requirements within a prescribed period.
9. Ensure that the students will adhere to the non-disclosure policies of the **PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X (PSA RSSO – X)** as agreed upon before commencing with the On-The-job Training.
10. Provide PSA with the signed Consent Forms from the parents of the learner/s students.
11. Provide the **PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X (PSA RSSO – X)** a Certificate of Participation in the College program or whatever purpose it may serve.

12. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the **PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X (PSA RSSO – X)**.

C. THE RESPONSIBILITIES OF THE PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X (PSA RSSO – X)

The PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X (PSA RSSO – X) shall:

1. Assign an On-The-Job Training Institution Supervisor to liaise with the SCHOOL and supervise the students without prejudice to the special parental authority of the school, its administrators, and teachers for the duration of the On-The-Job training so as to ensure efficient implementation of all stages of the program. The CRASD Chief or Human Resource Designate or another person duly authorized by the Regional Director of PSA shall be On-The-Job training Institution Supervisor.
2. Provide inputs into the curriculum through the discussions or workshops that School will organize.
3. Lend its expertise by making available its resident's resource persons to provide training to the students.
4. Allow the students to be deployed to the different sections/department/project sites of the PSA based on the On-The-Job training Daily Schedule of Activities.
5. Agree to the required number of hours to the On-The-Job training set under the School curriculum.
6. Provide On-The-Job training opportunities for **John Paul D. Orencio, Yves Owen A. Bonita, Dexter P. Maghanoy, Shan Il M. Gorra** students for School year 2024-2025.
7. Provide the students an orientation about the PSA, the job, as well as exposure to the various stakeholders in which it operates for the student to get an understanding of the PSA.
8. Similarly, ensure that the students undergo training related to their course, and provide the students with work or activities based on the activities listed in the prescribed template for the On-The-Job training of Activities.
9. Make its workplace and facilities available to the students and teachers and shall similarly take all necessary action to always ensure the safety of the students within their areas of operation, ensure that the students will not be exposed to hazardous materials and working environment throughout the duration of the immersion.
10. Evaluate a deed of donation in favour of the school for the complete On-The-Job Training.
11. Issue a Certificate of Completion to the students upon satisfactory compliance with all requirements of the program.
12. Execute a deed of donation in favour of the school for the completed On-The-Job Training.

III. LIABILITY

The SCHOOL shall not hold PSA, liable for any bodily harm that may be inflicted on any trainee undergoing training at its premises.

Each party shall answer for losses and damages arising from any accident, act or omission directly attributable to its or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement if such losses and damages were incurred during the effectivity of this agreement.

IV. NON-DISCLOSURE PROVISION

All information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material processing, marketing, finance, and all other related documents, manuals, operational, and technical matters that the PSA shall make available to them shall be used for the sole purpose of student training. Each student hereby undertakes to prevent transfer of such information.

V. OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY

Intellectual properties developed by the student as part of his or her Regular On-The-Job Training duties in the PSA and their corresponding copyrights and/or patents shall belong to the PSA.

Intellectual properties developed by the student outside of his or her Regular On-The-Job training duties in the PSA and their corresponding copyrights and/or patents shall belong to the student, even if the student used the time, facilities, materials of the PSA, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the PSA.

The above provision shall apply in proportion to the intellectual properties developed by the students in case the intellectual property is jointly developed by the student with employee or personnel of the PSA, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the PSA.

VI. NO EMPLOYER – EMPLOYEE RELATIONSHIP

It is expressly understood by the PARTIES that the PSA is not obligated to pay wages or salary since no employer-employee relationship exists between them. However, the PSA is not precluded from providing the student with any monetary or financial assistance in the form of transportation fees, food allowance, etc.

VII. EFFECTIVITY

This agreement shall hold for the duration of 2024-2025 Academic School Year and is renewable every year. The **PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE X (PSA RSSO – X)** and the **SCHOOL** shall submit their intention for renewal or termination of this agreement through formal notice within thirty (30) days before the expiration of this Agreement. Any termination notice shall be effective 30 days upon receipt thereof.

In case of termination, the Parties shall turn over all deliverables agreed upon in the On-The-Job Training.

A breach of the Guidelines for On-The-Job training or this MOA shall constitute a ground for termination of the MOA, in whole or in part, by the aggrieved party, without prejudice to other legal remedies available to the aggrieved party.

IN WITNESS WHEREOF, the parties have hereunto empower and validate this Agreement by their signature below:

FOR THE SCHOOL:

FOR THE PSA:

MARK C. MACAVENTA
Chief Operating Officer
PHINMA-COC

JANITH C. AVES, CE, DM
Director II (Regional Director)
PSA RSSO X

WITNESSED BY:

DARWIN M. GALUDO
CIT Dean
PHINMA-COC

JOSE B. TUASON JR.
(Registration Officer IV)
Officer-In-Charge, CRASD

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CAGAYAN DE ORO CITY) S.S

BEFORE ME, a NOTARY PUBLIC for and in _____ Philippines
this _____ day of _____ 20__, personally appeared:

Name	Residence Certificate No./ Passport No.	Date and Place of Issue
MARK C. MACAVENTA		
JANITH C. AVES		

Known to me and to me known to be the same persons who executed the foregoing MEMORANDUM OF AGREEMENT consisting of seven (7) pages, including the pages wherein this Acknowledgement is written, signed by the parties and their respective witnesses on each and every page hereof, and they acknowledged to me that the same is their free and voluntary act and deed, as well as those of the entities they respectively represent.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above written.

NOTARY PUBLIC

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