**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This **Memorandum of Agreement** **(MOA)** is made and entered into by and between:

**BATANGAS STATE UNIVERSITY ARASOF–NASUGBU**, a constituent campus of Batangas State University, the National Engineering University of the Philippines by virtue of Republic Act 11694, with principal office address at R. Martinez St., Brgy. Bucana, Nasugbu, Batangas, Philippines, herein represented by its Chancellor, **DR. ENRICO M. DALANGIN,** hereinafter referred to as the **“FIRST PARTY”;**

**and**

**LIAN NATIONAL HIGH SCHOOL,** a general professional partnership duly organized and existing under the laws of the Republic of the Philippines, with office address at Brgy. Malaruhatan Lian, Batangas, Philippines, herein represented by its Principal III, **Mr. JORGE C. BAUTISTA** hereinafter referred to as “**SECOND PARTY**”.

**Batangas State University ARASOF-NASUGBU** and the **Lian National High School** are individually referred to herein as “Party”, and collectively as “Parties”.

**WITNESSETH:**

**WHEREAS**, the **FIRST PARTY** offers courses wherein the students are required to undergo on-the-job training or internship training to be adequately exposed to actual industrial situations, thereby augmenting formal schooling;

**WHEREAS**, the **FIRST PARTY** proposes that its students be allowed to undergo internship or on-the-job training at the **SECOND PARTY**’s facilities and offices, and the latter has accepted the former’s proposal, subject to the terms and conditions provided for in this agreement;

**WHEREAS**, the **SECOND PARTY** agreed to accept students of the **FIRST PARTY** as interns or student-trainees (“student-trainees”) at its various facilities in support of the **FIRST PARTY**’s Internship Program or On-the-Job Training Program (hereinafter referred to as the “OJT”) and complement existing courses of the **FIRST PARTY** to match training demands;

**NOW THEREFORE**, in consideration of the foregoing premises, the Parties hereto agree to enter into this Agreement under the following:

1. **DURATION**

This Agreement shall take effect immediately upon the signing hereof and shall be valid for three (3) years.

1. **ROLES AND RESPONSIBILITIES OF THE FIRST PARTY**
2. Designate an OJT Coordinator who will supervise the OJT, coordinate with the **SECOND PARTY** regarding thevarious activities and objectives under the attached Training Plan marked as Annex “A”, and facilitate the implementation of all phases of the Training Plan.
3. Pre-select and recommend qualified students who will undergo the OJT, taking into consideration the requirements of the **SECOND PARTY** in terms of qualification and number of student-trainees needed. It is understood that only students taking courses wherein internship or OJT is an academic requirement can be recommended. Eligibility for the program is governed by existing laws, rules, and regulations promulgated by relevant government agencies such as the Commission on Higher Education.
4. Ensure that the students in the OJT (i) are at least eighteen (18) years of age from the start of the internship period, (ii) with proven medical and/or mental fitness through submitting themselves to physical and/or psychological examination, and (iii) have the consent of their parents or legal guardians in writing.
5. Submit to the **SECOND PARTY**, through the OJT Coordinator,the necessary documents in engaging students in the Program which shall serve as basis to screen, select, and deploy specific student-trainees for the Program, including but not limited to the following:
   1. Notarized parent’s/guardian’s consent form for internship training;
   2. Student - trainees’ personal history statement or resume performance appraisal report form;
   3. Training plan;
   4. Notarized internship agreement;
   5. Copy of vaccination card indicating that the holder thereof is fully vaccinated;
   6. Copy of medical certificate indicating that the student is physically fit and has no major comorbidities; and
   7. Other requirements as may be required.
6. Conduct an orientation for qualified student-trainees and their parents/ guardians prior their deployment. The orientation shall cover, but not limited to, the following topics:
7. On-the-Job Training and Student-Trainees’ roles and responsibilities;
8. Work values;
9. Behavior and student discipline while inside the **SECOND PARTY’s** premises;
10. Safe Spaces Act or RA No. 11313;
11. Job placements, matters regarding data privacy; and
12. Laws against sexual harassment.
13. Monitor attendance, activities, and performance of student-trainees during the OJT through their respective OJT Coordinator to ensure that the student-trainees act in accordance with the **SECOND PARTY’s** policies and finish their assigned tasks pursuant to the Training Plan.
14. Monitor compatibility of the work assignments with the course requirements to ensure that the student-trainees attain the objectives of their course program by conducting regular interaction with the student-trainees and by conducting regular visits to the student-trainees in the **SECOND PARTY’S** premises.
15. **ROLES AND RESPONSIBILITIES OF THE SECOND PARTY**
16. Screen, select, and deploy student trainees from the **FIRST PARTY’s** recommended eligible students in accordance with its policies and guidelines to the different offices and operating units of the **SECOND PARTY**.
17. Designate from among its employees a Training Supervisor who will be assigned with the following responsibilities:
18. Serve as mentor to the student-trainees;
19. Give the student-trainees course-related work assignments and expose them to the learning experience on actual operations and management, consistent with its policies, rules and regulations and in line with the established Training Plan;
20. Expose the student-trainees to real situations/problems and bottlenecks, thus enabling them to analyze and apply scientific as well as empirical approaches to the solution of technical problems;
21. Arrange a conference with the OJT Coordinator should a student-trainee problem arise or for purposes of discussing the performance of the student-trainees; and
22. Coordinate with the **FIRST PARTY** regarding the terms and objectives of the OJT and this Agreement.
23. Deploy the student-trainees to the different operating units of the **SECOND PARTY** for a fixed period, which will depend upon the course taken by the student-trainees and as agreed upon in writing on a case-to-case basis by the Parties;
24. Adhere to all Philippine laws, rules, and regulations pertaining to the internship or on-the-job training program or learners’ programs, as well as health and safety laws applicable to entities similarly situated;
25. Adopt and enforce rules that will govern the conduct of the OJT, which shall be made known to the **FIRST PARTY** and student-trainees before the start of the training;
26. Provide safe training sites for student-trainees and ensure that they are not subjected to any form of harassment, unethical practices, or tasks and work assignments that are unreasonably risky, dangerous, or unrelated to the purposes of the Training Plan;
27. Orient the student-trainees about the standard rules and regulations of the **SECOND PARTY** and the specifics of the work to be assigned;
28. Comply with and strictly follow the Training Plan specifying goals, knowledge, skills, attitudes, and competencies that the student-trainee should acquire in each learning area, assignments, and schedule of activities;
29. Accomplish the necessary evaluation forms required by the **FIRST PARTY**, facilitate the processing of the documents of the student-trainee in coordination with the **FIRST PARTY**, and enter into internship contracts or agreements with the student-trainees; and
30. Issue a Certificate of Completion to student-trainees who successfully finish the OJT.
31. **TERMINATION**

Either Party may pre-terminate this MOA if a Party commits a breach of or violation of any conditions set forth herein by serving the other Party with a written notice at least thirty (30) days prior to the intended date of termination. Any pre-termination of this MOA shall be without prejudice to the completion of the on-going OJT as of the date of termination.

1. **CONFIDENTIALITY**

Both parties acknowledge that confidential information may be acquired during the existence of this MOA. Thus, neither Party shall, without the written consent of the other, disclose any nor all parts of the confidential information acquired by the parties to any person, including any third party or employee of the parties, unless such persons are required to have knowledge to such confidential information for the parties to achieve their mutual purpose in accordance with the Data Privacy Act of 2012. This obligation shall survive the termination of this MOA.

**VI. RELATIONSHIP BETWEEN THE PARTIES**

It is expressly understood that there shall be no agency, partnership, joint venture, or employer-employee relationship between the **SECOND PARTY** and the student-trainees of the **FIRST PARTY**, or between the **SECOND PARTY** and the **FIRST PARTY**. The student-trainees shall not be entitled to any compensation or benefits during the OJT.

**VII. NON-LIABILITY**

The Parties shall hold each other free from and against any and all suits, claims, and liabilities for any injury, death, loss, damage, or destruction that may arise from or occasioned by the exercise of their rights and obligations under this MOA except when such damage or liability is attributable to the gross negligence or willful misconduct of a Party or any of its officers, representatives or employees. This obligation will survive the termination of this MOA.

**VIII. DISPUTE RESOLUTION**

The Parties shall attempt amicably to resolve any and all controversies, disputes or claims arising out of or relating to this Agreement or a breach thereof. Any such controversies, disputes or claims, which have not been resolved within ninety (90) days after written notice from one party to the other party that such controversy, dispute or claim exists, shall be finally settled by alternative dispute resolution in accordance with the Rules on the Alternative Dispute Resolution (ADR).

**IX. AMENDMENT**

This MOA or any part or portion hereof shall be amended, modified, or revised only through a formal written agreement between the Parties hereto citing the specific clause(s) and/or provisions to be revised and the corresponding amendments.

**X. SEVERABILITY**

Should any of the terms or conditions or any part or clause of this MOA be declared void or unenforceable by a competent authority, the same shall not invalidate the other terms and conditions, parts, or clauses of this MOA, which shall continue to be in full force and effect.

**XI. GOVERNING LAW AND VENUE OF SUIT**

This MOA shall be governed by and interpreted in accordance with applicable laws of the Philippines and such rules and regulations as may be prescribed by the authorities. Venue of arbitration or any court action, suit, or proceeding between the Parties arising out of or relating to this MOA shall be filed in the appropriate court of Batangas City to the exclusion of all other courts.

**XII.** **ENTIRETY AND BINDING EFFECT**

This MOA constitutes the entire agreement between the Parties and neither of them and shall be bound by any stipulation, representation, agreement, or promise not contained or

incorporated herein. This MOA and all the provisions hereof and their respective successors and permitted assigns.

**XIII.** **MISCELLANEOUS PROVISIONS**

1. After evaluation of the written notice from the **SECOND PARTY** regarding the misbehavior of the student-trainees, the **FIRST PARTY** shall pull out any student-trainees who are found to grossly misbehave and/or act in defiance of existing standards, rules and regulations of the **SECOND PARTY**, or on other reasonable grounds from the **SECOND PARTY**’s premises after a fifteen (15) – day prior written notice to the **SECOND PARTY.**
2. Upon completion of the OJT, the **SECOND PARTY** is not obliged to hire the student trainees. However, the **SECOND PARTY**, upon consultation with the **FIRST PARTY**, has the option to invite qualified students to submit themselves to examinations, and interviews, and file pertinent documents in support of their application.

**IN WITNESS WHEREOF**, the Parties hereunto affix their signatures this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

|  |  |
| --- | --- |
| **BATANGAS STATE UNIVERSITY**  **ARASOF - NASUGBU**  **DR. ENRICO M. DALANGIN**  Chancellor | **LIAN NATIONAL HIGH SCHOOL**  **Mr. JORGE C. BAUTISTA**  Principal III |

**SIGNED IN THE PRESENCE OF**

|  |  |
| --- | --- |
| **DR. LORISSA JOANA E. BUENAS** | **Ms. JOVELL V. VIOLANTE** |

Vice Chancellor For Academic Affairs Faculty President

**Mrs. MARGIE BANAAG VECINAL**

Guidance Counselor

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) S.S.**

**BEFORE ME**, personally appeared:

|  |  |  |
| --- | --- | --- |
| **Name** | **Competent Proof of Identity** | **ID Number** |
|  |  |  |
|  |  |  |

Known to me to be the same persons who executed this MOA and they acknowledged to me that the same are their free and voluntary acts and of the entities they represent.

**SUBSCRIBED AND SWORN TO**, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Doc. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

Page No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

Book No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

Series of 2024.