

# MEMORANDUM OF AGREEMENT

## KNOW ALL BY MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

**ETCHWORKS DIGITAL HAMMER INC.**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 1434-B East Capitol Road, Capitol Site, Cebu City, represented herein by **MS. DONNA PAIGE LIM**, Creative Director, who is duly authorized to represent it in this transaction, hereinafter referred to as **ETCHWORKS**.

-and-

The **UNIVERSITY OF SAN JOSE – RECOLETOS (USJ-R)**, an educational institution duly organized and existing under the laws of the Philippines, with principal office address at Magallanes St., Cebu City herein represented by **DR. GREGG VICTOR D. GABISON**, Dean of the College of Information, Computer and Communications Technology, who is duly authorized to represent it in this transaction, hereinafter referred to as **USJ-R**.

## WITNESSETH

WHEREAS, **ETCHWORKS**, under the **CORPORATE INTERNSHIP PROGRAM**, agrees to accept students of **USJ-R** as trainees in its various facilities in support for the Industry Linkage Program of **USJ-R**;

WHEREAS, **USJ-R**, with object of forging Industry-Academe Linkage to complement existing curricula to match industry demand, agrees to endorse their students and provide participants in the said Industry Linkage Program and train in the **ETCHWORKS**.

NOW, THEREEFORE, for and in consideration of the foregoing premises, **ETCHWORKS** and **USJ-R** do hereby agree to stipulate the following:

### A. **ETCHWORKS** Shall:

1. Screen, select and deploy to the different facilities and offices of **ETCHWORKS** students recommended by **USJ-R** to undergo *on-the-job* training under the **CORPORATE INTERNSHIP PROGRAM** pursuant to the following conditions:
  - a. For **Information Technology and Information Systems** students:  
minimum of 250 training hours – Practicum I  
250 training hours – Practicum II
  - b. For **Computer Science** students: minimum of 300 training hours.
2. Designate from among its employees an **Industry Supervisor** who will be assigned the following responsibilities:
  - a. Serve as mentor to the student-trainees;
  - b. Give the student-trainees course-related work assignments and expose them to learning experience on actual operations and management;
  - c. Expose the student-trainees to real situation problems and bottlenecks thus enabling them to analyze and apply scientific as well as empirical approach to the solution of problems;
  - d. Arrange a conference with the Program Director when student-trainee problem arises;
3. Adhere to all regulations regarding laws and all rules and regulations pertaining to internship or learners programs, as well as health and safety laws applicable to entities similarly situated

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*[Handwritten signature]*

*[Handwritten mark]*



5. Accomplish the necessary forms required by **USJ-R** in connection with the internship of the student-trainees;
6. Issue certificate of completion to student-trainees who successfully finish their training under the program;
8. Adopt and enforce rules that will govern the conduct of the program. Said rules shall be made known to **USJ-R** and the student-trainees before the start of the training.

**B. USJR shall:**

1. Designate a Program Coordinator who will coordinate with **ETCHWORKS** regarding the various activities/requirements under this program;
2. Pre-select and recommend student who will undergo on-the-job training under the **CORPORATE INTERSHIP PROGRAM**, it being understood that only students taking courses wherein on-the-job training is an academic requirement for graduation will be recommended;

Send the following student for on-the-job training from:

<u>Start Date</u>		<u>Date End</u>	
March <u>2</u> , 2018		May <u>18</u> , 2018	
<u>Intern's Name</u>	<u>Course/Year</u>	<u>Days/Time</u>	
1. Laranjo, Frank Lou E.	BSIT - 4	MTWTHF - 8:00am - 12:00pm	

3. Submit to the **ETCHWORKS**, the resume and all other documents required under this program, which shall serve as the basis of the **ETCHWORKS** to screen, select and deploy specific students for Internship;
4. Orient students about rules, proper attitudes, behavior and work ethics inside the internship site;
5. Monitor attendance, activities and performance of students during the internship program in the **ETCHWORKS**;
6. Monitor compatibility of job circumstances with the internship course requirements for the student's attainment of advanced standing in the program through regular interaction with the student-trainees and regular visit to the internship site;
7. Undertake insurance policy to cover accidental injuries to student-trainees.
8. Together with the parents concerned, **USJ-R** and the individual students, hold **ETCHWORKS** and any claims or suit and shall forever defend **ETCHWORKS** and **USJ-R** from any such claim or suit whatsoever in connection with this Memorandum of Agreement.
9. Agree to the obligations of confidentiality set out in details as follows:
  - a. All technical or commercial information, e.g., concerning the business of **ETCHWORKS** disclosed or to be disclosed to **USJ-R** by or in behalf of **ETCHWORKS** in connection with this agreement will be received and held in confidence by **USJ-R** and the student concerned unless and until **ETCHWORKS** gives written approval for release of confidentiality;
  - b. **USJ-R** will take all reasonable necessary steps to prevent disclosure of the technical or commercial information and other matters and drawings or other materials, to others and will not disclose the same to others without prior written consent from **ETCHWORKS**.

**C. ETCHWORKS and USJ-R further agree that:**

1. It is expressly understood that there will be no employer-employee relationship between **ETCHWORKS** and the student-trainees of **USJ-R**;



3. The student trainees and the USJ-R Program Coordinator shall abide with **ETCHWORKS** rules and regulations and comply with those imposed under the program; otherwise they shall be excluded from further participation:
4. **ETCHWORKS** reserves the right to discontinue the *on-the-job* training of any student-trainee upon prior notice to USJ-R;
5. USJ-R may pull out any student-trainee from the **CORPORATE INTERSHIP PROGRAM** upon prior written notice to **ETCHWORKS**.
6. Together with families concerned, **USJ-R** and the individual faculty renounce and waive any claim against **ETCHWORKS** for any injury that the trainees may sustain or loss that they might suffer, personal or pecuniary, arising from the negligence in the performance of their duties and functions while under training. The waivers of the trainees and their respective families shall indemnify **ETCHWORKS** for payment, fines and damages incurred by the faculty-trainees and that **ETCHWORKS** shall be free and blameless from any accident, negligence, loss or damage to **ETCHWORKS**, which is attributable to the trainees. The waiver shall be submitted to **ETCHWORKS** prior to commencement of the training. Hold both **USJ-R** and **ETCHWORKS** free from any obligation resulting to the instances mentioned.
7. The trainee shall hold **ETCHWORKS** and **USJ-R** free and harmless from any suits whatsoever in connection with this memorandum.
7. **ETCHWORKS** reserves the right to discontinue the **CORPORATE INTERSHIP PROGRAM** on reasonable grounds upon a receipt of (15)-day written notice to **USJ-R**.
8. That both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking;
9. That neither of the parties shall be liable in any way for the failure to observe or perform any provision of this Agreement if such failure shall be caused by any law, rule or regulation of any constituted public authority or shall be due to any cause beyond the control of the party in default.

#### D. Intellectual Property Rights

All rights in any data, information, specifications, records, reports, techniques, methodologies, and drawings whether recorded on paper or in electronic form, and models, all resulting from performance of a project shall be the property of **ETCHWORKS**. Each trainee will assign copyright, patent rights and any other intellectual property rights in the same to **ETCHWORKS** and, at the cost of **ETCHWORKS**, to do all acts and sign all documents necessary to vest or more securely vest in **ETCHWORKS** the intellectual property rights.

#### E. Duration

This agreement shall take effect immediately upon signing hereof and shall continue thereafter, provided, however, that any provision of this agreement may be amended by after a fifteen (15)-day written notice and consent by both parties, herein and provided further that **ETCHWORKS** or **USJ-R** reserves the right to withdraw its participation in the Agreement upon thirty (30)-day written notice.

# ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES } s.s

**CEBU CITY**

BEFORE ME, personally appeared the following persons:

Name

Community Tax Certificate  
No.

Date & Place Issued

Dr. Gregg Victor D. Gabison

Ms. Donna Paige Lim

who are known to me to be the same persons who executed and signed the foregoing instrument and who acknowledged to me that the same are their free and voluntary acts and deeds.

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

Notary Public

**ATTY CHITO S. PANTALLEON**  
Notary Public  
Until December 31, 2019  
PTR No. 8748496/12/5/2017  
Roll No. 469690 Commission  
No. 6416 LIFETIME No. 01812  
MCLE No. 0023007-12-10  
D. Jakosalem St., Cebu City

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29 MAY 2018  
IN WITNESS WHEREOF, the parties hereof have signed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_  
in \_\_\_\_\_  
\_\_\_\_\_  
City.


ETCHWORKS DIGITAL HAMMER INC.  
(ETCHWORKS)

UNIVERSITY OF SAN JOSE-RECOLETOS  
(USJ-R)

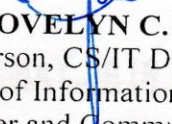
By:

By:

  
MS. DONNA PAIGE LIM  
Creative Director

  
DR. GREGG VICTOR D. GABISON  
Dean, College of Information,  
Computer and Communication Technology

SIGNED IN THE PRESENCE OF:

  
MRS. JOVELYN C. CUIZON  
Chairperson, CS/IT Department,  
College of Information,  
Computer and Communication Technology