

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "MOA") is entered by and between:

- a) **University of San Jose-Recoletos (USJ-R)**, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address at Magallanes Street, 6000, Cebu City, represented by its President, **Rev. Fr. Eduardo S. Celiz, OAR**; and
- b) **Talleco.com, Inc.** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at 7F Cebu IT Tower, Cebu Business Park, Cebu City 6000 represented herein by its Director of Technical Operation, **Froilan Magdadaro** (the "Industry Partner", each of USJR and Industry Partner, a "Party", and collectively, the "Parties").

RECITALS

1. The Parties are all legal entities, capable, and duly authorized to enter into this MOA.
2. The Parties share a common vision and goal of improving skills and training students deployed as interns/on-the-job-trainees ("OJT") to better prepare them for employment.
3. The Parties enter into this MOA to combine their respective strengths in complementing each other, by *inter alia*, setting out the responsibilities of each Party, and defining the areas of cooperation.

IMPLEMENTATION AND RESPONSIBILITY OF THE PARTIES

- A. **USJR** shall provide the following services and participation without any financial obligation from the Industry Partner.
 1. Refer students and/or alumni to Industry Partner who wish to look for jobs, taking into account the Industry Partner's job specifications;
 2. Provide a venue in USJ-R where the Industry Partner can recruit (face-to-face or virtual);
 3. Refer students to the Industry Partner for possible short-term or long-term internship/OJT, taking into account the candidates' qualifications, and the Industry Partner's requirements;
 4. Upon request of the Industry Partner, provide a list of graduates for possible employment with the Industry Partner, subject to the Data Privacy Act of 2012. The said list must not be shared with a person who is not a party to this Agreement;
 5. Tap the Industry Partner as a potential resource in career-related activities such as career talks, webinars, and other collaborative learning activities;

6. Provide the Industry Partner with the complete name, job title, and contact number of the points of contact (POCs) to ensure the efficient implementation of the MOA;
7. USJ-R commits not to solicit, recruit or hire, or otherwise assist anyone in soliciting, recruiting, or hiring any employee or independent contractor of Industry Partner within the period that the MOA is in effect or any extension thereof.
8. Provide the Industry Partner with a copy of the school's Corporate Profile, photocopy of the Securities and Exchange Commission (SEC) registration certificate, Bureau of Internal Revenue (BIR) certificate, including certification of accrediting bodies/organizations and the like for reference purposes.

B. The Industry Partner shall provide the following services and participation without any financial obligation from USJ-R

1. Internship/Apprenticeship

- 1.1 Engage USJ-R students as interns/OJTs/apprentices (face to face or virtual) subject to the Industry Partner's needs and requirements;
- 1.2 Provide USJ-R with a planned and supervised program of internship for interns (face-to-face or virtual);
- 1.3 In instances when the Industry Partner recognizes the excellent performance of the intern/OJT/apprentice, the Industry Partner may consider the student for possible employment, subject to the Industry Partner's company hiring guidelines and policies.
- 1.4 Inform USJ-R of employment opportunities for its students and/or alumni.

2. Curriculum Development

Help develop the curricula of USJ-R by providing knowledge and information on the skills that are important in the workplace. To this end, the Industry Partner undertakes to participate in industry-academe consultations; assess students and graduates; share its training curriculum (as applicable); and collaborate in activities to help keep the school curricula relevant.

3. Instructional Support

- 3.1 Support USJ-R's career development activities including but not limited to: participation as resource speakers/trainers in webinars or other activities for free; Career Talk/ Symposium; Company Visits (face to face or virtual); participation in the school's advisory board (as requested);
- 3.2 Provide summer immersion training for USJ-R's faculty for free;
4. Reserve the right to determine the allowance/benefits for the student trainee or the need for it.
5. Provide USJ-R with the complete name, job title, and contact number of the points of contact (POCs) to ensure the efficient implementation of the MOA;

6. Provide USJ-R with a copy of the school's Corporate Profile, photocopy of the Securities and Exchange Commission (SEC) registration certificate, Bureau of Internal Revenue (BIR) certificate, including certification of accrediting bodies/organizations, and the like for reference purposes.
7. Finally, the Industry Partner commits not to solicit, recruit or hire, or otherwise assist anyone in soliciting, recruiting, or hiring any employee or independent contractor of USJ-R within the period that the MOA is in effect or any extension thereof.

MISCELLANEOUS

Due Diligence

The **Industry Partner** shall be responsible in ensuring and maintaining a safe workplace and respectful learning environment for interns;

The students shall exercise due diligence and care in handling company equipment, materials, resources, or any other property of the Industry Partner which they may handle or use in connection with their internship. For this purpose, USJ-R shall ensure that the students are properly briefed, reminded, and advised on the proper handling and use of the same;

The students shall be personally liable for any cost, loss, damages, liability, or expense which may arise out of their performance of services to the Industry Partner;

USJ-R shall not be liable for any cost, loss, damages, liability, or expense, which may arise out of the students' performance of services to the Industry Partner;

and

The Parties agree to release and hold harmless each other and their respective Officers, Board of Directors, and employees, from all claims, actions, causes of action, suits, judgments, and demands of any third-party individual or organizations.

Both Parties shall ensure confidentiality of records/ personal information in reference to Republic Act No. 10173 also known as "Data Privacy Act of 2012, its Implementing Rules and Regulations, related issuances and applicable laws". These records shall only be used for placement and training purposes alone. The Parties agree at all times during and after the terms of this MOA, to keep in strictest physical, organizational, and technical measures and to take all reasonable precautions to prevent its disclosure or misuse. Parties and any of its officers, directors, employees, agents, and representatives shall hold all Confidential and Personal Information disclosed to it by reason of this MOA confidential and private and shall not disclose any such information to any party subject to legal obligations and applicable laws. Parties agree not to use Confidential and Personal Information for any purposes whatsoever other than for the provision of this MOA.

Relationship

For internships, it is expressly understood that there will be no employer-employee relationship between the Industry Partner and the interns/OJT from USJ-R. No intern/OJT may be hired as a full-time employee of the Industry Partner during the duration of the internship.

In the event that the students apply for part-time work apart from the activities covered under this Agreement, an employer-employee relationship with the Industry Partner may commence in accordance with existing laws. The Industry Partner shall ensure strict compliance with applicable labor laws and regulations.

NOTICES AND POINTS OF CONTACT

For any communication between the Parties, and to ensure the efficient implementation of this MOA, the following shall be the points of contact:

For USJ-R

Name	DR. JOVELYN C. CUIZON
Designation	Dean, School of Computer Studies
Email	jcc@usjr.edu.ph
Contact Info	(032)2684171

For Industry Partner


Name	JAPETH LAHAYLAHAY
Designation	Senior Team Lead – Software Development
Email	redwin1823@gmail.com
Contact Info	

EFFECTIVE DATE, DURATION, AMENDMENTS, AND TERMINATION

This MOA shall take effect immediately upon signing hereof and shall remain in force for the period of one (1) year commencing from the signing of the MOA. Each party reserves the right to pre-terminate the Agreement with or without cause, subject to thirty (30 days) prior written notice. This MOA shall be renewable upon mutual agreement of the Parties.

The laws of the Republic of the Philippines shall govern this Agreement.

Any amendment to this MOA shall be in writing, and signed by the Parties herein.



IN WITNESS WHEREOF, the Parties, each acting through their duly authorized representatives, have caused this MOA to be signed in their names and delivered as of


INDUSTRY PARTNER

By:


FROILAN MAGDADARO
Director of Technical Operation
Talleco.com, Inc.

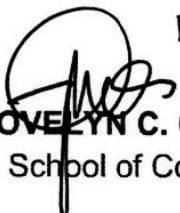
USJ-R

By:


REV. FR. EDUARDO S. CELIZ, OAR
President
University of San Jose-Recoletos

Witnessed by:


JAPETH LAHAYLAHAY
Senior Team Lead – Software Development


DR. JOVELYN C. CUIZON
Dean, School of Computer Studies

ACKNOWLEDGMENT

BEFORE ME, this DEC 15 2022, in Cebu City, Philippines, personally appeared the above-named parties, with following competent evidence of identity:


NAME	SSS/TIN/ ID No.	ISSUED ON	ISSUED AT
Rev. Fr. Eduardo S. Celiz, OAR	<u>601-92-149751</u>		
Froilan Magdadaro	<u>06-1681323-8</u>		

known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed, and that of the entities represented.

This instrument refers to a Memorandum of Agreement, consisting of six (6) pages including the page on which this acknowledgment is written, and the same has been signed by the Parties and their instrumental witnesses above their names and in each and every page hereof.

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

Doc. No. 26 ;
Page No. 23 ;
Book No. XII ;
Series of 2022.


JONATHAN P. CAPANAS
NOTARY PUBLIC
Until December 31, 2023
Notarial Commission No. 26-14
IBP Lifetime Member No. 08978 Cebu City
PTR No. 3490878 / Cebu City / 12-29-2021
MCLE Exemption Compliance No. VII-Acad003006
Roll of Attorney No. 43494
Camp Zubu, Ylaya, Talamban, Cebu City