

# MEMORANDUM OF AGREEMENT

## KNOW ALL BY MEN BY THESE PRESENTS:

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

**SUN ASTERISK SOFTWARE DEVELOPMENT 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 **JAM HOUSE GUEST HOUSE & CAFÉ 44 E. EMILIO OSMENA ST., GUADALUPE, CEBU CITY**, represented herein by **DAISUKE NISHIDE**, President, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUN ASTERISK SOFTWARE DEVELOPMENT INC**.

-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 **REV. FR. CRISTOPHER C. MASPARA, OAR**, University President, who is duly authorized to represent it in this transaction, hereinafter referred to as **USJ-R**.

## WITNESSETH

WHEREAS, **SUN ASTERISK SOFTWARE DEVELOPMENT INC**, 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 the objective 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 **SUN ASTERISK SOFTWARE DEVELOPMENT INC**.

NOW, THEREEFORE, for and in consideration of the foregoing premises, **SUN ASTERISK SOFTWARE DEVELOPMENT INC** and **USJ-R** do hereby agree to stipulate the following:

### A. SUN ASTERISK SOFTWARE DEVELOPMENT INC Shall:

1. Screen, select and deploy to the different facilities and offices of **SUN ASTERISK SOFTWARE DEVELOPMENT INC** 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 500 training hours.
  - 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.

- 4. Provide safety instruction throughout the internship period;
- 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;
- 7. 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 **SUN ASTERISK SOFTWARE DEVELOPMENT INC** 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>	
February 2022		to	May 2022
<u>Intern's Name</u>		<u>Course/Year</u>	<u>Days/Time</u>
1. Redempto Legaspi III		BSCS – 4	MTWThF - 9:30am – 6:30pm

- 3. Submit to **SUN ASTERISK SOFTWARE DEVELOPMENT INC**, the resume and all other documents required under this program, which shall serve as the basis of **SUN ASTERISK SOFTWARE DEVELOPMENT INC** 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 **SUN ASTERISK SOFTWARE DEVELOPMENT INC**;
- 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 **SUN ASTERISK SOFTWARE DEVELOPMENT INC** and **USJ-R** free from any claims or suit and shall forever defend **SUN ASTERISK SOFTWARE DEVELOPMENT INC** 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 **SUN ASTERISK SOFTWARE DEVELOPMENT INC** disclosed or to be disclosed to **USJ-R** by or in behalf of **SUN ASTERISK SOFTWARE DEVELOPMENT INC** in connection with this agreement will be received and held in confidence by **USJ-R** and the student concerned unless and until **SUN ASTERISK SOFTWARE DEVELOPMENT INC** 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 **SUN ASTERISK SOFTWARE DEVELOPMENT INC**.

**C. SUN ASTERISK SOFTWARE DEVELOPMENT INC and USJ-R further agree that:**

1. It is expressly understood that there will be no employer-employee relationship between **SUN ASTERISK SOFTWARE DEVELOPMENT INC** and the student-trainees of USJ-R;
2. Under no circumstances shall student-trainees of USJ-R, look to **SUN ASTERISK SOFTWARE DEVELOPMENT INC** as employer, partner or agent. Neither student-trainees of USJ-R, shall be entitled to any benefits accorded to company's employees, such as worker's compensation, vacation leave, among others. **SUN ASTERISK SOFTWARE DEVELOPMENT INC** shall be responsible for providing, at its expense and in its name, licenses and permits usual or necessary for conducting the training.
3. The student-trainees will be personally responsible for any and all liabilities for damage to property or injury to third persons, which maybe occasioned by their intentional or negligent acts while in the course of their training;
4. The student trainees and the USJ-R Program Coordinator shall abide with **SUN ASTERISK SOFTWARE DEVELOPMENT INC** rules and regulations and comply with those imposed under the program; otherwise they shall be excluded from further participation:
5. **SUN ASTERISK SOFTWARE DEVELOPMENT INC** reserves the right to discontinue the *on-the-job* training of any student-trainee upon prior notice to USJ-R;
6. USJ-R may pull out any student-trainee from the **CORPORATE INTERSHIP PROGRAM** upon prior written notice to **SUN ASTERISK SOFTWARE DEVELOPMENT INC**.
7. Before the student shall be allowed to undergo the *on-the-job* training under this contract, the student, of legal age, shall execute a **waiver** renouncing and waiving any claim against **SUN ASTERISK SOFTWARE DEVELOPMENT INC** and **USJR** for any personal injury or pecuniary loss that the students may sustain or suffer in the performance of their duties and functions while under the *on-the-job* training. Meanwhile, if the student is not of legal age, the said **waiver** should be signed by the student and parent or guardian. The **waiver** of the student-trainees shall be submitted to **SUN ASTERISK SOFTWARE DEVELOPMENT INC** and **USJR** prior to the commencement of the training.
8. The trainee shall hold **SUN ASTERISK SOFTWARE DEVELOPMENT INC** and **USJ-R** free and harmless from any suits whatsoever in connection with this memorandum.
9. **SUN ASTERISK SOFTWARE DEVELOPMENT INC** reserves the right to discontinue the **CORPORATE INTERSHIP PROGRAM** on material and reasonable ground upon a receipt of (15)-day written notice to **USJ-R**.
10. That both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking;
11. 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.
12. Should there be any disputes which remain unresolved, USJ-R and **SUN ASTERISK SOFTWARE DEVELOPMENT INC** agree to seek relief in the proper courts of Cebu City only.

**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 **SUN ASTERISK SOFTWARE DEVELOPMENT INC**. Each trainee will assign copyright, patent rights and any other intellectual property rights in the same to **SUN ASTERISK SOFTWARE DEVELOPMENT INC** and, at the cost of **SUN ASTERISK SOFTWARE DEVELOPMENT INC**, to do all acts and sign all documents necessary to vest or more securely vest in **SUN ASTERISK SOFTWARE DEVELOPMENT INC** 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 **SUN ASTERISK SOFTWARE DEVELOPMENT INC** or **USJ-R** reserves the right to withdraw its participation in the agreement upon thirty (30)-day written notice and upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereof have signed this Agreement on this \_\_\_\_\_day of \_\_\_\_\_in \_\_\_\_\_, \_\_\_\_\_ City.

SUN ASTERISK SOFTWARE DEVELOPMENT  
INC  
(COMPANY)

UNIVERSITY OF SAN JOSE-RECOLETOS  
  
(USJ-R)

DAISUKE NISHIDE  
President

REV. FR. CRISTOPHER C. MASPARA, OAR  
President

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

DR. GREGG VICTOR D. GABISON  
Dean, School of Computer Studies

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES } s.s  
\_\_\_\_\_ }

BEFORE ME, personally appeared the following persons:

Name	Community Tax Certificate No.	Date & Place Issued
Rev. Fr. Cristopher C. Maspara, OAR	_____	_____
_____	_____	_____

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 site first above written.

Notary Public

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

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