

# MEMORANDUM OF AGREEMENT

## KNOW ALL BY MEN BY THESE PRESENTS:

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

**GAISANO CAPITAL GROUP OF COMPANIES**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at General Maxilom Avenue, North Reclamation Area, Cebu City, represented herein by **MS. MARIA CHONITA R. CEJAS**, Chief Human Resource Officer, who is duly authorized to represent it in this transaction, hereinafter referred to as **TAI-PAN DEVELOPMENT INCORPORATED**.

-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, **TAI-PAN DEVELOPMENT INCORPORATED**, 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 the **TAI-PAN DEVELOPMENT INCORPORATED**.

NOW, THEREFORE, for and in consideration of the foregoing premises, **TAI-PAN DEVELOPMENT INCORPORATED** and **USJ-R** do hereby agree to stipulate the following:

### A. TAI-PAN DEVELOPMENT INCORPORATED Shall:

1. Screen, select and deploy to the different facilities and offices of **TAI-PAN DEVELOPMENT INCORPORATED** 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.
  - 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



4. 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.
5. Provide safety instruction throughout the internship period;
6. Accomplish the necessary forms required by **USJ-R** in connection with the internship of the student-trainees;
7. 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 **TAI-PAN DEVELOPMENT INCORPORATED** 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>    |                          |
|----------------------|--|--------------------|--------------------------|
| , 2019               |  | to                 | , 2019                   |
| <u>Intern's Name</u> |  | <u>Course/Year</u> | <u>Days/Time</u>         |
| Bajala, Oliver S.    |  | BSIT - 4           | MTWTHF - 8:00am - 5:00pm |

3. Submit to the **TAI-PAN DEVELOPMENT INCORPORATED**, the resume and all other documents required under this program, which shall serve as the basis of the **TAI-PAN DEVELOPMENT INCORPORATED** 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 **TAI-PAN DEVELOPMENT INCORPORATED**;
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 **TAI-PAN DEVELOPMENT INCORPORATED** and **USJ-R** free from any claims or suit and shall forever defend **TAI-PAN DEVELOPMENT INCORPORATED** 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 **TAI-PAN DEVELOPMENT INCORPORATED** disclosed or to be disclosed to **USJ-R** by or in behalf of **TAI-PAN DEVELOPMENT INCORPORATED** in connection with this agreement will be received and held in confidence by **USJ-R** and the student concerned unless and until **TAI-PAN DEVELOPMENT INCORPORATED** gives written approval for release of confidentiality;



**C. TAI-PAN DEVELOPMENT INCORPORATED and USJ-R further agree that:**

1. It is expressly understood that there will be no employer-employee relationship between **TAI-PAN DEVELOPMENT INCORPORATED** and the student-trainees of **USJ-R**;
2. Under no circumstances shall student-trainees of **USJ-R**, look to the **TAI-PAN DEVELOPMENT INCORPORATED** as employer, partner or agent. Neither student-trainees of **USJ-R**, shall be entitled to any benefits accorded to **TAI-PAN DEVELOPMENT INCORPORATED**'s employees, such as worker's compensation, vacation leave, among others except for the Training allowance equivalent to seventy five percent of the minimum wage as agreed in this contract. **TAI-PAN DEVELOPMENT INCORPORATED** 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 **TAI-PAN DEVELOPMENT INCORPORATED** rules and regulations and comply with those imposed under the program; otherwise they shall be excluded from further participation;
5. **TAI-PAN DEVELOPMENT INCORPORATED** 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 **TAI-PAN DEVELOPMENT INCORPORATED**.
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 **TAI-PAN DEVELOPMENT INCORPORATED** 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 the **TAI-PAN DEVELOPMENT INCORPORATED** and **USJR** prior to the commencement of the training.
8. The trainee shall hold **TAI-PAN DEVELOPMENT INCORPORATED** and **USJ-R** free and harmless from any suits whatsoever in connection with this memorandum.
9. **TAI-PAN DEVELOPMENT INCORPORATED** 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 the **TAI-PAN DEVELOPMENT INCORPORATED** 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 **TAI-PAN DEVELOPMENT INCORPORATED**. Each trainee will assign copyright, patent rights and any other intellectual property rights in the same to **TAI-PAN DEVELOPMENT INCORPORATED** and, at the cost of **TAI-PAN DEVELOPMENT INCORPORATED**, to do all acts and sign all documents necessary to vest or more securely vest in **TAI-PAN DEVELOPMENT INCORPORATED** the intellectual property rights.



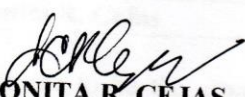
#### E. Duration

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 **TAI-PAN DEVELOPMENT INCORPORATED** 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.

**GAISANO CAPITAL GROUP OF COMPANIES  
(TAI-PAN DEVELOPMENT INCORPORATED)**

**UNIVERSITY OF SAN JOSE-RECOLETOS  
(USJ-R)**

  
**MS. MARIA CHONITA R. CEJAS**  
Chief Human Resource Officer

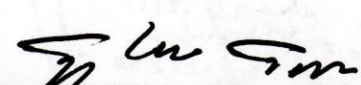
2/1/19

**REV. FR. CRISTOPHER C. MASPARA, OAR**  
President

SIGNED IN THE PRESENCE OF:

  
**MS. CARLA DAVEINE GENODIALA**  
HR Recruitment Staff

2/1/2019

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

## 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**  
**Ms. Maria Chonita R. Cejas**

06-0716898-9

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.

Doc. No.

Page No.

Book No.

Series of 2019

ATTY. ALBERTO M. MORALES  
 Notary Public  
 Not. Comm. No. 28-1-10, valid until Dec. 31, 2012  
 40 Lim Road, J. K. Road, Cebu City  
 TEL. No. 416 1357 / 416 1358 / Cebu City  
 IBP No. 6241550 / 41-05-18 / Cebu City  
 INCOME Compliance No. 41-00-2640  
 TROLL No.: 24544-2-TIN No. 120-324-84  
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