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 **DEEPTHINKER SOFTWARE DEV. CO.,** 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:

Start Date		Date End	
, 2018	to	, 2019	
Intern's Name	Course/Year	Days/Time	
1. Bucog, Sarah Jane N.	BSIT – 4	MTWTHF - 8:00am – 12:00 pm and MTWTHF - 1:00pm – 5:00 pm	

3. Submit to **DEEPTHINKER SOFTWARE DEV. CO.,** , the resume and all other documents required under this program, which shall serve as the basis of **DEEPTHINKER SOFTWARE DEV. CO.,** 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 **DEEPTHINKER SOFTWARE DEV. CO.,** ;

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 **DEEPTHINKER SOFTWARE DEV. CO.,** and **USJ-R** free from any claims or suit and shall forever defend **DEEPTHINKER SOFTWARE DEV. CO.,** 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 **DEEPTHINKER SOFTWARE DEV. CO.,** disclosed or to be disclosed to **USJ-R** by or in behalf of **DEEPTHINKER SOFTWARE DEV. CO.,** in connection with this agreement will be received and held in confidence by **USJ-R** and the student concerned unless and until **DEEPTHINKER SOFTWARE DEV. CO.,** 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.

C. DEEPTHINKER SOFTWARE DEV. CO., and USJ-R further agree that:

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

2. Under no circumstances shall student-trainees of USJ-R, look to **DEEPTHINKER SOFTWARE DEV. CO.,** as employer, partner or agent. Neither student-trainees of USJ-R, shall be entitled to any benefits accorded to **DEEPTHINKER SOFTWARE DEV. CO.,**'s employees, such as worker's compensation, vacation leave, among others. **DEEPTHINKER SOFTWARE DEV. CO.,** 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 **DEEPTHINKER SOFTWARE DEV. CO.,** rules and regulations and comply with those imposed under the program; otherwise they shall be excluded from further participation:

5. **DEEPTHINKER SOFTWARE DEV. CO.,** 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 **DEEPTHINKER SOFTWARE DEV. CO.,** .

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 **DEEPTHINKER SOFTWARE DEV. CO.,** 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 **DEEPTHINKER SOFTWARE DEV. CO.,** and USJR prior to the commencement of the training.

8. The trainee shall hold **DEEPTHINKER SOFTWARE DEV. CO.,** and USJ-R free and harmless from any suits whatsoever in connection with this memorandum.

9. **DEEPTHINKER SOFTWARE DEV. CO.,** 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 **DEEPTHINKER SOFTWARE DEV. CO.,** 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 **DEEPTHINKER SOFTWARE DEV. CO.,** . Each trainee will assign copyright, patent rights and any other intellectual property rights in the same to **DEEPTHINKER SOFTWARE DEV. CO.,** and, at the cost of **DEEPTHINKER SOFTWARE DEV. CO.,** , to do all acts and sign all documents necessary to vest or more securely vest in **DEEPTHINKER SOFTWARE DEV. CO.,** the intellectual property rights.
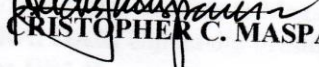
E. Duration

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 **DEEPTHINKER SOFTWARE DEV. CO.,** 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 _____ 3 0 OCT 2019 day of _____ in _____, _____ City.
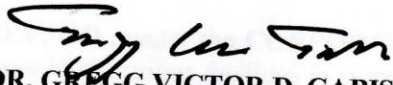
DEEPTHINKER SOFTWARE DEV. CO.,

UNIVERSITY OF SAN JOSE-RECOLETOS (USJ-R)

RHEA MAE E. ABANO
Owner

REV. FR. CRISTOPHER C. MASPARA, OAR
President

SIGNED IN THE PRESENCE OF:

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		
Rhea Mae E. Abano	264-329-984-000	

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.

ATTY. MELANIO G. FERNANDE.
Notary Public
NOTARY PUBLIC
#6 Groud Floor, Leyson Bldg. 26-D. Jakosalem St. Ce...
NOTARIAL COMMISSION NO. 11-08

Doc. No. _____ 1 a.

MEMORANDUM OF AGREEMENT

KNOW ALL BY MEN BY THESE PRESENTS:

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

DEEPTHINKER SOFTWARE DEV. CO., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 2D Jakosalem St. Sto Nino, Cebu City, represented herein by **RHEA MAE E. ABANO,** Owner**,** who is duly authorized to represent it in this transaction, hereinafter referred to as **DEEPTHINKER SOFTWARE DEV. CO..**

-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, **DEEPTHINKER SOFTWARE DEV. CO.**, 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 **DEEPTHINKER SOFTWARE DEV. CO.. .**

NOW, THEREEFORE, for and in consideration of the foregoing premises, **DEEPTHINKER SOFTWARE DEV. CO.** and **USJ-R** do hereby agree to stipulate the following:

A. DEEPTHINKER SOFTWARE DEV. CO., Shall:

1. Screen, select and deploy to the different facilities and offices of **DEEPTHINKER SOFTWARE DEV. CO.,** students recommended by **USJ-R** to undergo *on-the-job* training under the **CORPORATE INTERSHIP 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;