

MEMORANDUM OF AGREEMENT

KNOW ALL BY MEN BY THESE PRESENTS:

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

PERFORMANCE ADVANTAGE SYSTEMS INTERNATIONAL, 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 20F Zuelig Building, Makati Avenue corner Pasco de Roxas Makati City, 1226 Philippines, represented herein by **MR. RUEL M. ENCONADO**, Chief Operations Officer (COO), who is duly authorized to represent it in this transaction, hereinafter referred to as **PASI**.

-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, **PASI**, 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 **PASI**.

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

A. PASI Shall:

1. Screen, select and deploy to our facility located in CEBU those 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. Provide Training allowance.
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. Implementation of the rules shall be executed by the Head of the Department.

B. USJR shall:

1. Designate a Program Coordinator who will coordinate with **PASI** 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>	
, 2018		to	, 2019
<u>Intern's Name</u>	<u>Course/Year</u>	<u>Days/Time</u>	
1. Antquina, Andrew	BSIT - 4	MTWTHF - 8:00am - 12:00pm MTWTHF - 1:00pm - 5:00pm	
2. Rivera, Jalane	BSIT - 4		
3. Elano, Jessie	BSIT - 4		
4. Pepito, Jomar	BSIT - 4		
5. Espinosa, Marychris Antonette Niña	BSIT - 4		

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

Confidential information shall mean any data or information that is highly sensitive, material, exclusively obtained from **PASI** that is not generally known to the public, including but not limited to those previously mentioned.

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PASI shall be entitled to pursue any other legally permissible remedy available as a result of such breach.

- 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 **PASI**.

C. PASI and USJ-R further agree that:

1. It is expressly understood that there will be no employer-employee relationship between **PASI** and the student-trainees of **USJ-R**;
2. Under no circumstances shall student-trainees of **USJ-R**, look to **PASI** 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 except for the Training allowance. **PASI** 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 **PASI** rules and regulations and comply with those imposed under the program; otherwise they shall be excluded from further participation;
5. **PASI** 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 **PASI**.
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 **PASI** 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 **PASI** and **USJR** prior to the commencement of the training.
8. **PASI** 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**.
9. That both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking;
10. 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.
11. Should there be any disputes which remain unresolved, **USJ-R** and **PASI** 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 **PASI**. Each trainee will assign copyright, patent rights and any other intellectual property rights in the same to **PASI** and, at the cost of **PASI**, to do all acts and sign all documents necessary to vest or more securely vest in **PASI** the intellectual property rights.

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 **PASI** 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 _____, 20 MAR 2019 City.

**PERFORMANCE ADVANTAGE SYSTEMS
INTERNATIONAL, INC.**

(PASH)

RUEL M. ENCONADO
Chief Operating Officer

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

REV. FR. CRISTOPHER C. MASPARA, OAR
President

SIGNED IN THE PRESENCE OF:

Brenell A. Ramos

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
<u>Rev. Fr. Cristopher C. Maspara, OAR</u> <u>Ruel M. Enconado</u>	_____	_____

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.

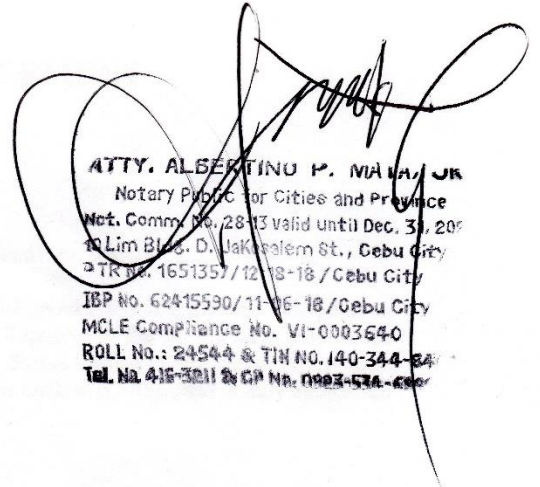
WITNESS MY HAND AND SEAL, at the place and on the site first above written.

Notary Public

Doc. No. _____

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Series of 2018

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ATTY. ALBERTINO P. MALINA, JR.
Notary Public for Cities and Province
Not. Comm. No. 2813 valid until Dec. 31, 2018
10 Lim Bldg. D, Jakkaleen St., Cebu City
PTR No. 1651357/12-18-18 / Cebu City
IBP No. 62415590/11-16-18 / Cebu City
MCLE Compliance No. VI-0003640
ROLL No.: 24544 & TIN NO. 140-344-84
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