**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement (“MOA”) is made and entered into by and between:

**Bulacan State University (BulSU)**, a state university with office address at Mac Arthur Highway, City of Malolos, Bulacan represented herein by its, Dean Engr. Noemi P. Reyes. Hereinafter referred to as the **“UNIVERSITY”**;

-and-

**Department of Information and Communications Technology**, a duly registered Information and Communications Technology organized and existing in accordance with Philippine laws, with office address at **2nd Floor Commercial Building Capitol Compound** **City of Malolos, Bulacan** represented by its **”Regional Director” Reynaldo T. Sy**, and hereinafter referred to as the **“NGA”**.

**WITNESSETH:**

**WHEREAS,** the mandate of the **UNIVERSITY** is to provide higher professional/technical and special purposes, advance studies and progressive leadership in Engineering, Architecture, Education, Arts and Science, Fine Arts, Information Technology, Technical courses, etc., and to promote higher learning that will generate livelihood opportunities for its students;

**WHEREAS,** pursuant to this mandate, the **UNIVERSITY** believes in the holistic training of its students whereby learning is not only confined to the four walls of the classroom, but also in the immersion of the students in actual work environment by way of student internship program (SIP);

**WHEREAS,** pursuant to this mandate, the **UNIVERSITY** has instituted the Career Development and Student Internship Program under which students are adequately exposed and immersed in actual work environment to enable them acquire the necessary training, knowledge, skills, attitudes and values beyond the reach of classroom instruction;

**WHEREAS,** the **UNIVERSITY** requires its students to undergo Student Internship Program (SIP) to complete their respective degrees/courses;

**WHEREAS,** the **NGA**,in furtherance of its corporate social responsibility, is willing to open its door, in partnership with different colleges and universities, to students who want to immerse themselves in actual work environment in preparation for their greater role as skilled workers or as professionals;

**WHEREAS,** in the spirit of mutual cooperation with the **UNIVERSITY,** the **NGA,** shall accept students from the **UNIVERSITY** as interns in order to forge a strong academe-industry linkage and complement existing course curricula to meet industry demands.

**NOW, THEREFORE,** for and in consideration of the foregoing premises, the Parties hereby agree as follows:

1. **TERM**

This Agreement shall be for (duration) to start from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_ unless sooner terminated by either Party by giving thirty (30) days written notice to the other Party.

1. **ACTIVITIES**
   1. The **UNIVERSITY** shall, with the cooperation of **NGA,** be primarily responsible for implementing the Student Internship Program (SIP);
   2. The **UNIVERSITY** acknowledges that **NGA’S,** participation in the implementation of the program is solely an act of liberality on its part.
2. **OBLIGATIONS OF THE UNIVERSITY**
   1. The **UNIVERSITY** shall assign personnel who shall be responsible in implementing the program and ensuring that the student-interns observe the rules and regulations of **NGA** at all times.
   2. The **UNIVERSITY** shall be responsible for briefing the student-interns who intend to undergo practicum exposure in the **NGA’S** field of expertise, line of business or nature of industry.
   3. The **UNIVERSITY** shall provide the student-interns basic orientation on work ethics, behavior, and discipline to ensure smooth transition and cooperation with the **NGA.**
   4. The **UNIVERSITY** shall recommend only qualified student-interns as defined in Section 5 hereof to participate in the program.
   5. The **UNIVERSITY** through the assigned personnel shall ensure that the student-interns complete the agreed scope of work satisfactorily within the agreed duration of the program.
   6. The **UNIVERSITY** shall voluntarily withdraw a student-intern, who is found to misbehave and/or act in defiance to existing standard, rules, and regulations of the **NGA,** and shall impose necessary university sanction/s to the said student-intern as provided in the student handbook.
3. **OBLIGATION OF THE OTHER PARTY**
   1. The **NGA** shall commit to take in the recommended student-interns consistent with the requirements of the UNIVERSITY.
   2. The **NGA** shall undertake the selection process of the recommended student-interns in adherence to **NGA** policies and guidelines in recruitment and selection for this purpose.
   3. The **NGA** shall provide the student-interns with appropriate orientation about the company and about the job description.
   4. The **NGA** shall ensure that student-interns undergo formal training program related to their course consistent with policies, rules and regulations. The (OTHER PARTY) shall afford the student-intern a professional working environment and shall not subject him/her to tasks and work assignments that are risky, dangerous or otherwise irrelevant to the purpose of the student internship program.
   5. The **NGA** shall designate a team member or coordinator whom the UNIVERSITY can coordinate with through the faculty adviser or coordinator with regard to the various activities related to the program.
   6. The **NGA** shall assign an immediate supervisor who shall monitor and discuss with the student-intern the latter’s performance of the student-interns on a regular basis for the duration of the program.
   7. The **NGA** shall accomplish the monthly and term-end evaluation form and discuss the results of the performance evaluation with the student-interns.
   8. The **NGA** shall issue Certificate of Completion to the student-interns upon fulfilment of all the requirements of the program.
4. **QUALIFICATION** 
   1. The **UNIVERSITY** shall only send student-interns to the Program who are:
      1. currently enrolled in any of its four (4) or five (5) year degree program;
      2. compliant to the standards set by the College/University and must not have been subject to disciplinary proceedings by the school or other body;
      3. of legal age and/or have garnered academic units required to be in the program;
      4. medically cleared and fit to perform the tasks to be assigned by virtue of this agreement;
      5. of good moral character as certified by the Office of Student Affairs; and
      6. Compliant with all the reasonable requirements of the **NGA**.
5. **INTELLECTUAL PROPERTY RIGHTS**
   1. The **UNIVERSITY** acknowledges that **NGA** owns all intellectual property rights over any trademark, trade name or other intellectual property belonging to it.
   2. The **NGA** shall not cause or attempt to create, assert, or register any intellectual property independently created by the student-intern during the period covered by the program and shall be exclusively owned by the student-intern, unless, the **NGA** provided financial or other means to support the creation of the same. The ownership of the said intellectual property shall be determined by agreement of the parties which shall be embodied in a separate written agreement.
   3. Any intellectual property owned by the parties prior to this agreement shall continue to be owned by them. Any use or attempt to use the same requires express written approval from the parties.
6. **INDEMNITY**
   1. The student-intern shall be personally responsible for any liabilities arising from gross negligence in the performance of his/her duties and functions while under training.
   2. Each party shall exert their good effort to amicably settle internally any dispute pursuant to the BulSU Student Handbook, that may arise from this Agreement and shall resolve the same by employing practicable and reasonable means as may be deemed necessary.
7. **RELATIONSHIP OF PARTIES**
   1. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employee-employer relationship between the **UNIVERSITY** and **NGA** and the student-interns. As student-interns, they shall not be entitled to compensation or benefits accorded to an employee unless the **NGA** through its goodwill, will provide remuneration to the student-interns. However, the **NGA** may grant the student-intern training allowance. The **NGA** is not under obligation to hire the student-intern as employee after the internship program but it may give priority to them in its hiring program.
8. **EFFECTIVITY, MODIFICATION AND TERMINATION**

9.1 This agreement shall take effect upon signing hereof. Any provision of this agreement may not be amended, modified or terminated except by mutual consent of both parties subject to thirty-day (30) prior written notice to the other party.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

**BULACAN STATE UNIVERSITY** **DEPARTMENT OF INFORMATION**

College of Information and Communications **AND COMMUNICATION TECHNOLOGY**

TechnologyLuzon Cluster II

**By:**  **By:**

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

**Engr. Noemi P. Reyes Reynaldo T. Sy**

**CICT Dean Director, DICT Luzon Cluster II**

**WITNESS**

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

**DR. Archie Nel De Jesus** **Danilo V. De Leon Jr.**  **CICT-OJT Coordinator Officer in Charge**

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES

City of Malolos, S.S.

Province of Bulacan

On this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2018, personally appeared before me, a Notary Public in and for the City of Malolos, the following persons:

|  |  |  |  |
| --- | --- | --- | --- |
| **NAME** | **VALID ID** | **DATE ISSUED** | **PLACE ISSUED** |
| **Engr. Noemi P. Reyes** | 2-00929 | November 2005 | City of Malolos |
| **Reynaldo T. Sy.** |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Are known to me to be the same persons who executed the foregoing document and acknowledged to me that the same is their own free act and voluntary deed.

This document consisting of six pages including this whereon the acknowledgment is written has been signed by the parties and their witnesses on each and every page thereof and relates to a Memorandum of Agreement.

**IN WITNESSWHEREOF**, I hereunto sign this document and affix my seal of office on date and place aforementioned.

**NOTARY PUBLIC**

Until \_\_\_\_\_\_\_\_\_\_\_\_

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