

MEMORANDUM OF AGREEMENT

Know All Men By These Presents:

This **MEMORANDUM OF AGREEMENT** entered into by and between:

The **(name of company)**, a corporation duly created and existing under the laws of the Republic of the Philippines, with office address at **(address)**, herein represented by its **(position of authorized signatory of the company)**, **(name of authorized signatory of the company)**, hereinafter referred to as the **"COMPANY"**;

-and-

The **POLYTECHNIC UNIVERSITY OF THE PHILIPPINES**, a state university with principal address at Anonas St., Sta. Mesa, Manila, herein represented by its Vice President for Branches and Campuses, **PROF. PASCUALITO B. GATAN**, hereinafter referred to as **"UNIVERSITY"**.

WITNESSETH:

WHEREAS, the **UNIVERSITY**, through its **(location of branch)** Campus, has established a professional program for its students under the **(college)**, called the On-the-Job Training (OJT)/Internship Program on **(course)**, the objectives of which is to train students to become competitive and technologically innovative professionals through actual exposure to a professional workplace;

WHEREAS, the **COMPANY** supports this program and is willing to give the students of the **UNIVERSITY** a course related work assignments and expose them to actual learning experiences;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby bind themselves to undertake this Agreement under the following terms and conditions:

1. The duration of the program shall be equivalent to at least _____ hours unless otherwise agreed upon by the parties.
2. The OJT shall be held within the **COMPANY** premises and the student-trainee is required to remain within the premises for a maximum of 8 hours between 8:00 am to 5:00 pm, Mondays to Fridays only.
3. The **COMPANY** shall commit to take in the student-trainees to undergo OJT Program consistent with the requirements of the **UNIVERSITY**.
4. The **UNIVERSITY** shall be responsible for briefing the student-trainees who intend to conduct practicum exposure in the **COMPANY** as part of the **UNIVERSITY's** curriculum.
5. The **UNIVERSITY** shall provide the student-trainees the basic orientation on work values, behaviour, and discipline to ensure smooth cooperation with the **COMPANY**.
6. The **UNIVERSITY** shall require the student-trainee to submit a Medical Certificate indicating that he/she is in good health and emotionally fit. The Medical Certificate shall be based on a physical and psychological examination conducted, or certified by the Department of Health (DOH) accredited clinics and hospitals. He or she must also submit other related medical examination requirements by the **COMPANY**, if any.

7. The parties shall develop an internship plan specifying the goals and objectives of the On-the-Job Training (OJT)/Internship Program.
8. The UNIVERSITY shall unilaterally withdraw a student-trainee who is found to misbehave and/or act in defiance to existing standards, rules, regulations of the COMPANY and impose the necessary UNIVERSITY sanctions against the said student-trainee.
9. The COMPANY shall provide free relevant instruction and training to student-trainees, consistent with its policies, rules and regulations. It shall treat the student in a professional manner, and shall not subject him/her to tasks and work assignments that are risky, dangerous or unrelated to the purpose of this Agreement.
10. There is no employer-employee relationship between the COMPANY and the student-trainees. As student-trainee, he/she shall not be entitled to the compensation/benefits accorded to an employee. However, the COMPANY may grant the student-trainees a training allowance, if possible, in accordance with the COMPANY's existing rules and regulations.
11. The COMPANY is not obliged to employ student-trainees upon the completion of the training. However, the COMPANY, upon consultation with the UNIVERSITY, may require qualified students to submit themselves to examinations, interviews, and submit pertinent documents to support their application.
12. The COMPANY may require the student-trainee to submit a journal of internship reflecting on the approved internship plan, his or her experiences describing the internship activities, any problem/s encountered, and his or her reflections on the internship experience to the Internship Coordinator.
13. The student-trainee shall execute an Internship Contract and/or Agreement with the COMPANY which includes the consent of the parent/guardian allowing his/her son/daughter to undergo the on-the-job training/practicum with the COMPANY.
14. The student-trainee shall maintain confidentiality, when and where appropriate, during and after the internship period of all the data, business or trade secrets where such information is not within the public domain and is indicated and is understood as confidential.
15. The student-trainee and the parents/guardian concerned shall be responsible for any and all loss, damage, injury, expense, proceeding, demand, cost, claim, suit or liability incurred by the student-trainee arising from his/her own omission or gross negligence in the performance of his/her duties and functions while under training except such loss, damage, injury, expense, proceeding, demand, cost, claim, suit or liability which may arise by reason of the negligent act or omission of the UNIVERSITY and/or the COMPANY, its officers, employees, representatives or agents.
16. The parties shall not divulge any information that it may have access to, and any such information will only be used for academic purposes.
17. Both parties shall have the right to pre-terminate the OJT program if:
 - a) the student-trainee violates the rules and regulations of the COMPANY, or if there is serious misconduct;
 - b) the COMPANY does not provide the kind of responsible training as agreed upon; or
 - c) there is any violation of the foregoing covenants that will warrant the cancellation of this Agreement.

PROVIDED that the terminating party shall formally inform the Program Coordinator or Faculty Adviser of the grievance before any decision to terminate is made and finalized. The Program Coordinator or Faculty Adviser shall intervene in order to rectify the situation in the interest of all parties concerned.

18. Both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking.

EFFECTIVITY/DURATION

- 1. This Agreement shall take effect on the date of the signing and shall continue to be in force for a period of One (1) year unless earlier terminated for just cause, by either party within thirty (30) days prior written notice to the other party. Any renewal shall be through the mutual consent by both parties.
- 2. The one year period shall be applicable to cover other prospective student-trainees who may likewise be required to undergo OJT Program with the COMPANY during the effectivity of this Agreement.

IN WITNESS WHEREOF, the parties hereby affix their signatures this ____ day of _____, 20__ at _____, Philippines.

(NAME OF COMPANY)

POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES

By:

By:

(Name and signature of
authorized signatory of the company)
(Position)

PROF. PASCUALITO B. GATAN
Vice President for Branches and Campuses

SIGNED IN THE PRESENCE OF:

(Name and signature of witness)
(Position)

(Name and signature of witness)
Director, PUP (location of branch)

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____) S.S.

BEFORE ME, a Notary Public, for and in the City of _____, this ____ day of _____, 20____, personally appeared:

	Valid Proof of Identity	Issued at/on
(Name of authorized signatory of the company)	_____	_____
PROF. PASCUALITO B. GATAN	_____	_____

known to me to be the same persons who executed this instrument and acknowledged the same to me as their free and voluntary act and deed, and of the entities they respectively represent.

This document consists of four (4) pages including the page where this Acknowledgment is written, and the parties signed at the left margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the place and date first above written.

Notary Public

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of ____.