**MEMORANDUM OF AGREEMENT**

***KRISTINE MAE B. GARRUCHO MS. ANGEL. ARMOGILA MS. ANGEL. ARMOGILA***

*School Director-Gardner College Cainta*  *Head, Office of Student Affairs OJT Coordinator*

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

**GARDNER COLLEGE CAINTA,** a private academic institutioncreated and existing under the laws of the Republic of the Philippines, with office address at RDS BLDG. Sta Lucia Drive cor. Felix Avenue, Brgy. San Isidro, Cainta Rizal; represented herein by **MS. KRISTINE MAE B. GARRUCHO**, hereinafter referred to as the “**Academic Institution**”.



and

**“Insert Name of the Company”**, a duly registered private Company with its primary office address at **insert company address** represented herein by **Insert name of representative** in his capacity as **Insert Designation**, hereinafter referred to as **“PARTNER COMPANY”**



**WITNESSETH**

Whereas, the **ACADEMIC INSTITUTION** offering courses/strands in Information Technology and Business Management Education Programs has instituted and Internship Program wherein qualified students undergo internship prior to graduation in order to be adequately familiar with actual office and technical operations and management to augment their formal training;

WHEREAS, the **ACADEMIC INSTITUTION** proposes that its students be allowed to undergo internship at **PARTNER COMPANY**’s facilities and offices, which proposal was accepted/approved by the latter, subject to terms and conditions provided for in this Memorandum of Agreement;

WHEREAS, **“PARTNER COMPANY”** agreed to accept students of the **ACADEMIC INSTITUTION** as interns at its various facilities in support of Internship program and complement existing *Information Technology and Business Education* curricula to match industry demand;

Now, therefore, for and in consideration of the foregoing premises, PARTNER COMPANY and the ACADEMIC INSTITUTION agree and stipulate on the following:

**A. The ACADEMIC INSTITUTION shall:**

1. Designate an Industry Adviser/Program Coordinator who will supervise the Internship Program and coordinate with **PARTNER COMPANY** pertaining to its activities under this Program;

2. Pre-select and recommend qualified students who will undergo the internship taking into consideration the requirements of the **PARTNER COMPANY** in terms of qualification and numbers of interns needed, it is understood that only students taking courses where internship is an academic requirement will be recommended;

3. Submit to the **PARTNER COMPANY** through the Program Coordinator, documentation necessary in engaging students in the Internship Program;

4. Submit to the **PARTNER COMPANY** a training Manual or Plan for the practicum students specifying the goals and objectives, knowledge, skills, attitudes and competencies that the OJT shall acquire in learning areas, assignments and schedule of activities. The said Training Manual shall form part of this Agreement.

5. Monitor attendance, activities and performance of students during the internship program in **PARTNER COMPANY**;

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6. Assist **PARTNER COMPANY** with regard to the assessment and selection of recommended students with the due consideration to academic standing, technical skills and abilities and physical and mental fitness, among others.

7. Conduct general orientation for qualified trainees and their parents/guardians about rules, proper attitudes, behavior and work ethics inside the internship site;

8. 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 OJT/Interns and regular visit to the internship site;

9. Together with the students and parents concerned, renounce and waive any claim against **PARTNER COMPANY** for injury that the students may sustain or loss that they suffer personal or pecuniary arising from negligence in the performance of their duties and functions under this training; The waiver of the students-interns and their respective parents shall be submitted to **PARTNER COMPANY** prior to the commencement of the internship;

10. Hold **PARTNER COMPANY** free and harmless from any claims or suits and shall forever defend **PARTNER COMPANY** from any such claim or suit whatsoever in connection with this Agreement;

11. Issue a Certificate of Appreciation for the completion of training of students to **PARTNER COMPANY**.

**B. PARTNER COMPANY shall**

1. Set the standards and procedures with respect to the school OJT Program including the number of student-trainees, which shall be its sole discretion;
2. Assess and select student-trainees in accordance with **ACADEMIC INSTITUTION’s** Uniform Guidelines and Procedure in the Selection and Acceptance of Practicum Students;
3. Orient selected student-trainees of the expectations among OJTs, policies, rules and regulations including those pertaining to schedules, attendance, decorum, health and safety, among others;
4. Assign/deploy student-trainees to undergo training program related to their course at its sole discretion with due consideration to the student-trainee’s technical discipline, abilities and potentials and relevant to the purpose of student internship program;
5. Assign an immediate supervisor who will monitor the attendance and performance of the student for the duration of the practicum;
6. Issue Certificate of Completion to student-trainees who successfully finish the Internship Program;
7. Conduct a post training review and evaluation of the program and the performance as well.

C. Under this agreement, the following terms and conditions are likewise included:

1. It is expressly understood that there shall be no Employer-Employee relationship between company/institution and the student-trainees of the **ACADEMIC INSTITUTION**. In no case shall **PARTNER COMPANY** be held responsible for giving fees to student-trainee in any form of remuneration such as allowances, stipends, and/or per diems during the internship period;
2. The **ACADEMIC INSTITUTION** warrants that the student-interns and/or their respective parents/guardians shall be personally responsible for any and all liabilities for damage to property or injury to third persons, which may be occasioned by their intentional or negligent acts in the course of internship;
3. Uniform Guidelines and Procedure in the Selection and Acceptance of Practicum Students shall be deemed integral part of this Agreement. The student-trainee and the **ACADEMIC INSTITUTION** shall abide with the said Guidelines;
4. The **ACADEMIC INSTITUTION** may pull out any student from the Internship Program in reasonable grounds after a written notice sent by the Office of Student Affairs requesting such a pull out;
5. Both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking;
6. 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.

**D. Duration and Termination**

1. This Agreement shall take effect immediately upon signing hereof and shall remain in force for a period of \_\_\_\_\_\_\_\_, renewable at the option of both parties. **PARTNER COMPANY** or **ACADEMIC INSTITUTION** reserves the right to withdraw its participation in the Agreement upon written notice of withdrawal or at least 30 days before the intended date of termination. This Agreement may not be altered, changed or amended except by a superseding written agreement or amendment signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2022 in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

**GARDNER COLLEGE-CAINTA COMPANY/ INSTITUTION**

By: By:

**KRISTINE MAE B. GARRUCHO Insert Name of Representative**

School Director-Gardner College Cainta Insert Designation

SIGNED IN THE PRESENCE OF:

**MS. ANGEL C. ARMOGILA** **Insert Name of Representative**

Head, Office of Student Affairs Insert Designation

**MS. ANGEL C. ARMOGILA**   
OJT Coordinator

***KRISTINE MAE B. GARRUCHO MS. ANGEL. ARMOGILA MS. ANGEL. ARMOGILA***

*School Director-Gardner College Cainta*  *Head, Office of Student Affairs OJT Coordinator*

**ACKNOWLEDGEMENT**

Republic of the Philippines)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )S.S.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

BEFORE ME, a Notary Public for and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2022 personally appeared:

|  |  |  |
| --- | --- | --- |
| Name | Valid ID | Date/Place Issued |
| **KRISTINE MAE B. GARRUCHO** | \_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Insert Name of Representative | \_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Known to me to be the same persons who executed the foregoing Agreement consisting of four (4) pages including this page on which this Acknowledgement is written, duly signed by the parties and their instrumental witnesses, and the acknowledged to that the same is their free and voluntary act and deed and that of the entity they represented.

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

NOTARY PUBLIC

Doc. No. \_\_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_

Series of 2022;