**MEMORANDUM OF AGREEMENT**

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

The **TERUMO (PHILIPPINES) CORPORATION**, a private corporation registered under SEC Reg. No. 1998-03142 with office address at 124 East Main Ave., Laguna Technopark Biñan, Laguna represented herein by **MR. AKIHIKO UMEDA,** Factory Manager/ Director, who is duly authorized to represent it in this transaction, herein referred to as the **COMPANY.**

and

The **EULOGIO “AMANG” RODRIGUEZ INSTITUTE OF SCIENCE AND TECHNOLOGY,** an educational institution, with office address at Nagtahan, Sampaloc, Manila, herein represented by **DR. EDUARDO S. CAILLO,** President , who is duly authorized to represent it in this transaction, hereinafter referred to as the **COLLEGE.**

WITHNESSETH: That

WHEREAS, the COMPANY agrees to accept students of the COLLEGE as trainees in its various facilities in support of the on-the-job training program of the COLLEGE;

WHEREAS, the COLLEGE, with the object of forging Industry-Academe Linkage to complement existing curricula to match industry demand, agrees to endorse their students and provide participants in the said program to be trained in the COMPANY.

NOW, THEREFORE, for and in consideration of the forgoing premises, the COMPANY and the COLLEGE do hereby agree to stipulate the following:

***A. The COMPANY shall:***

1. a) Formulate and provide a training plan that includes the contents of the training proper, the schedule and the activities for each phase for the student-trainees in cooperation with the concerned Department of the College; and

b) Execute the training plan in accordance with the agreed training period.

1. Assign personnel who will serve as guides to the student-trainees. The student-trainees will be assigned practical and related works along their area of specialization.
2. Conduct written exam and trade test to gauge the training development of the student trainee.
3. Accommodate the student-trainees for a period of five (5) months from July 14, 2010 to Mar. 14, 2011, unless extended upon agreement of the COMPANY and the COLLEGE;

**NAME COURSE**

* + - 1. Elmer Q. Rivera. BSIT- Automotive
      2. Rolando T. Alcantara BSIT- Automotive
      3. Rolando T. Peredo BSIT- Electrical
      4. Leopoldo B. Mortiz Jr. BSIT- Automotive
      5. Richard C. Camarista BSIT- Electrical
      6. Lenard C. Manoson BSIT- Electronics
      7. Andro B. Ombi-on BSIT- Electronics
      8. Kaven Patrick M. Taniega BSIT- Electronics
      9. Jaymar C. Alegria BSIT- Automotive
      10. Jann Carlo L. Curita BSIT- Electrical
      11. Jerick O. Cazillan BSIT- Electrical
      12. Ryan P. Delos Reyes BSIT- Electrical
      13. Robin S.J Cancela BSIT- Chemistry
      14. Mike E. Penilla BSIT- Chemistry
      15. John Edward S. Magdaraog BSIT- Chemistry
      16. Hazel V. Olivar BSIT- Electrical
      17. Hannah A. Telada BSIT- Chemistry
      18. Jervin T. Mangonon BSIT- Automotive
      19. Jerico Marvin P. Quicho BSIT- Electrical
      20. Peter Jhon M. Efa BSIT- Electrical
      21. Aaron Renato G. Faustino Jr. BSIT- Electronics
      22. Alvin B. Regala BSIT- Electrical
      23. Joseph E. Sueno BSIT- Electronics
      24. Mever A. Prudente BSIT- Electronics
      25. Stive D. Ladican BSIT- Electronics
      26. James B. Sevillano BSIT- Electronics
      27. Chino D. Cano BSIT- Automotive

1. Provide the following:
   1. Training allowance of Php 210.00 plus Php 15.00/ meal subsidy and shuttle service (with designated pick-up points and schedule of departure and arrival) on each day they report for work with a minimum of eight (8) hours per day. Should the training exceed beyond 8 hours/ day, student-trainee will be given additional allowance of Php 33.00/ hour in excess of the first 8 hours.
   2. Free transportation from Manila to Laguna and vice versa (i.e. arrival to TPC & departure after training).
   3. Set of uniforms to be worn inside company premises during their on-the-job training and locker to safeguard their personal items which they need during their on-the-job training.
   4. Christmas gift and/or other give-aways when training coincides during Christmas season and /or other company special events.
   5. Medical Benefits & Personal Accident Insurance:

*For Minor Common Illnesses:*

* Free medical check-up of company physician.
* Free medicine to be provided by TPC clinic.

*For Serious Sickness:*

* Free medical check-up & referral by our Company Physician upon initial diagnosis.
* Free first aid treatment, medicines & service from TPC Medical Team (First-aiders, Nurse and Physician) including free transportation towards the hospital in case of emergency.
* Free initial medical assistance - the Company will provide transportation to hospital, will shoulder the initial medical exam and treatment expenses upon acquisition and detection of a serious disease during the On-the-Job Training period in a case to case basis (subject to management discretion).

*In case of accident (Personal Accident Insurance Coverage):*

* Free first aid treatment, medicines & service from TPC Medical Team (First-aiders, Nurse and Physician) including free transportation towards the hospital in case of emergency/ serious injury.
* Php 10,000.00 worth of medical reimbursement for medicines consumed whether hospitalized or outpatient.
* Personal Accident Insurance worth Php 100,000.00 to be given to the trainee’s beneficiary in case of death.

1. Provide General Orientation Program (GOP) to the student-trainees regarding Company Background and Profile, Organizational Structure, Rules & Regulations, Code of Discipline and Conduct, Safety Training, 5S Orientation, On-the-Job Training Terms & Conditions and other topics needed by the student-trainee to comply with company standards.
2. Conduct section trainings and involve the student-trainees in activities and tasks to develop their knowledge, skills, attitude and creative abilities to become professionals in their field of endeavor.
3. Provide evaluation scheme to gauge the training performance of the student-trainee.
4. Enforce rules that will govern the conduct of the Program in their premises. The said rules shall include sanctions and monetary deductions for cases of material and monetary losses on the part of the COMPANY. Furthermore, the COMPANY shall be allowed to penalize student-trainees for violations of rules and regulations. These shall be made known to the COLLEGE and student-trainees before the start of the training.

***B. The COLLEGE shall:***

1. Recommend highly qualified and competent student-trainees who will undergo the exposure program taking into consideration the requirements of the COMPANY in terms of qualification and number of students.
2. Agree to send its student-trainees listed below to the COMPANY with Biodata/ Resume, Endorsement Letter (coming from the College), Parent’s Waiver, Medical Exam Result (with fit to work result) and Police Clearance (with no derogatory remarks), for On-the-Job Training.

**NAME SIGNATURE**

* + - 1. Elmer Q. Rivera. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      2. Rolando T. Alcantara \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      3. Rolando T. Peredo \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      4. Leopoldo B. Mortiz Jr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      5. Richard C. Camarista \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      6. Lenard C. Manoson \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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      8. Kaven Patrick M. Taniega \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      9. Jaymar C. Alegria \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      10. Jann Carlo L. Curita \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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      26. James B. Sevillano \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      27. Chino D. Cano \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Designate a Program Coordinator who will be assigned with the following responsibilities:
   1. Initial orientation of the student about the rules, proper attitudes and behavior inside the job-site, particularly towards his works and his co-employees;
   2. Formulation of supervised training plan in cooperation with the COMPANY;
   3. Monitor attendance activities, and performance of students during the exposure program;
2. Submit to the COMPANY whatever documents required under the program;
3. Together with the parents concerned, the COLLEGE and the individual student renounce and waive any claim against the COMPANY for any injury that the student-trainees may sustain or loss that they might suffer, personal or pecuniary, arising from the negligence in the performance of their duties and functions while under training. The waivers of the student-trainees and their respective parents shall indemnify the COMPANY from additional payment, fines and damages incurred by the student-trainees outside the accident insurance policy provided for by the company and that the COMPANY shall be free and blameless from any accident, negligence, loss or damage to COMPANY, which is attributable to the student-trainees. The waiver shall be submitted to the COMPANY prior to the commencement of the training.
4. Hold the COMPANY free and harmless from any suits whatsoever in connection with this memorandum.
5. Accede to the obligations of confidentiality set out in details as follows:
   1. All technical or commercial information, e.g., concerning the business of the COMPANY disclosed or to be disclosed to the COLLEGE by or in behalf of the COMPANY in connection with this agreement will be received and held in confidence by the COLLEGE and the student concerned unless and until the COMPANY gives written approval for release of confidentiality;
   2. The COLLEGE 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 of the COMPANY.

***C. Under this Memorandum of Agreement the following terms and conditions are likewise included:***

1. There will be no employer-employee relationship between COMPANY and the student-trainees of the COLLEGE;
2. The student-trainees training schedule will be from 7:00am to 4:00pm on Monday to Saturday or 7:00am – 5:15pm Monday to Friday for compressed workweek. However, they are allowed to extend time per day should there be a need for them to finish their OJT task. They may also be assigned on Night Shift if the training necessitates such as training on the actual installation of the machine, etc.
3. The student-trainees will be personally responsible for any and all liabilities for damage to property or to injury to third persons which may be occasioned by their intentional or negligent acts in the course of the training and said monetary damages, shall be deducted from the trainees’ training allowance or subsidy;
4. The student-trainees should avoid having personal relations to any of their co-trainee or TPC associate and to do public display of affection;
5. The student-trainees and the COLLEGE shall abide by the rules and regulations of the COMPANY and comply with those imposed for the program, otherwise, they shall be excluded from further participation;
6. The COMPANY reserves the right to discontinue the training of any student-trainee on reasonable grounds upon a receipt of a fifteen (15)-day written notice to the COLLEGE;
7. The COLLEGE may pull out any student-trainee from the COMPANY on reasonable grounds after a receipt of a fifteen (15)-day written notice about such pull-out.
8. Confidentiality and Intellectual Property Rights

8.1 During the duration of the training and thereafter student-trainees must not (other than in the proper course of their duties or as may be required by law):

* + 1. divulge or disclose to any other person or corporation, without the prior written consent of the COMPANY, any confidential information relating to the COMPANY or a related or associated corporation or its supplier or customer or each of their respective businesses or any trade secrets of which the student-trainees may become possessed while employed by the COMPANY or prior thereto;
    2. use or attempt to use any such confidential information in any manner which may cause or be calculated to cause injury or loss to the COMPANY or a related or associated corporation, or a supplier or customer or any of them;
  1. During the training, student-trainees must use their best endeavors to prevent the unauthorized disclose of any such confidential information by third parties. This restriction will cease to apply to information or knowledge that may come into the public domain.
  2. All designs, slogans, policies, manufacturing techniques, programs or devices relating to the business of the COMPANY or its associated corporation which are discovered, invented, improved or developed by the student-trainees during the course of the training (whether during regular business hours or otherwise) will be the property of the COMPANY whether conceived or developed by the student-trainee solely or jointly with others and the student-trainees must execute any document and do all things as may be required by the COMPANY to or assign the use of such property to the COMPANY provided the COMPANY will bear all costs and expenses related thereto.

1. This agreement shall take effect and in force for the duration of the training 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 the COMPANY or the COLLEGE reserves the right to withdraw its participation in the Agreement upon a thirty (30)-day written notice.

IN WITNESS WHEREOF, the parties hereto have signed these presences on this *28th day* of *June 2010* in the City of Manila, Philippines.

**TERUMO (PHILIPPINES) CORPORATION** **EULOGIO “AMANG” RODRIGUEZ INSTITUTE OF SCIENCE AND TECHNOLOGY**

BY: BY:

**MR. AKIHIKO UMEDA DR. EDUARDO S. CAILLO**

Factory Manager/ Director President

**SIGNED IN THE PRESENCE OF:**

***ACKNOWLEDGEMENT***

**REPUBLIC OF THE PHILIPPINES)**

**IN BIÑAN, LAGUNA )s.s**

**x----------------------------------------------/**

BEFORE ME, A notary public for and in the cities and province of Laguna, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared the following with their Community Tax Certificate No., to wit:

**CTC # DATE ISSUED**

1. **DR. EDUARDO S. CAILLO** **CTC #**

2**. MR. AKIHIKO UMEDA PASSPORT #** TZ0426773 6/28/06

Known to me to be the same persons who executed the foregoing Memorandum of Agreement, consisting of six (6) pages including this page on which this acknowledgement is written, and they acknowledged to me that the same is their own free and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL ON THE DATE AND IN THE PLACE FIRST HEREIN ABOVE WRITTEN.

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

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

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

Series No. \_\_\_\_\_\_\_\_\_\_