**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS**:

This **MEMORANDUM OF AGREEMENT** (the “Agreement”) made and entered into at the City of General Trias, Cavite, Philippines on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2025, by and between:

**AMA COLLEGE CAVITE**, a private educational institution of higher learning, with address located at **Ara Vista Village Brgy. Biclatan General Trias Cavite City** and, represented herein by its **College Dean, Ervin Sibonga** hereinafter referred to as **“AMA COLLEGE CAVITE”,**

-and-

**Summit Ridge Hotel**, a hospitality establishment duly organized and existing under the laws of the PHILIPPINES, with address located at Km. 58 General Emilio Aguinaldo Highway, Maharlika East, Tagaytay City, Cavite, represented herein by its General Manager, **Jose Marie Ouano III**, hereinafter referred to as “Summit Ridge Hotel”.

**WITNESSETH;**

**WHEREAS, the AMA COLLEGE CAVITE** is offering various academic programs that aim to provide its students the opportunity to acquire theoretical and practical knowledge, skills, and desirable attitudes and values, which may be further enhanced through immersion in an actual setting such as in a reputable establishments/industry,

**WHEREAS, the AMA COLLEGE CAVITE** intend for its students to learn from and network with experienced professionals, and promote their competitiveness through actual training in practicum, internship, and On-the-Job-Training (OJT) in reputable companies, training institutions and organizations (the “PROGRAM”);

**WHEREAS**, in order to contribute to improving the quality of our nation’s work force, **Summit Ridge Hotel** agrees to act as the Host Training Establishment of the **AMA COLLEGE CAVITE** and provide the latter’s students (“student-trainees”) with supervised applied learning experience to help them enhance their competencies and develop professional discipline;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the terms hereinafter provided, the **AMA COLLEGE CAVITE** and **Summit Ridge Hotel** hereby agree to execute this Memorandum of Agreement under the following terms and conditions:

**Section 1.** *Duration of the Agreement.*This Agreement shall be effective from the date of its signing and shall be valid for a period of three (3) years. Either party may pre-terminate the Agreement for any cause, with or without fault on either party, by sending a written notice of termination to the other party at least thirty (30) days before the expiration date of the Agreement. This pre-termination must so be undertaken, if desired, in consideration with the curriculum schedule of the student-trainees such that their completion of the course may not be prejudiced by such.

Unless earlier terminated by either party, this Agreement shall be automatically renewed on a yearly basis.

**Section 2.** *Relationship between the parties.* It is expressly understood that there is no employee-employer relationship between **Summit Ridge Hotel** and the student-trainees of **AMA COLLEGE CAVITE**. Upon commencement of the program, the student will have the status of a student-trainee only, neither displacing a regular working employee nor substituting a worker needed by the company.

The OJT that the student-trainees shall undergo is not in view of any future employment with **Summit Ridge Hotel** The accommodation given by **Summit Ridge Hotel** in providing Supervised Applied Learning Experience, through the PROGRAM, to student-trainees is not a guarantee for future employment with **Summit Ridge Hotel** In fact, **Summit Ridge Hotel** is not obliged to employ student-trainees upon completion of the OJT, however, **Summit Ridge Hotel** is not precluded from engaging the students of the school as employee of the former.

Nothing herein shall be construed as creating an employer-employee relationship or agency with the **AMA COLLEGE CAVITE** or the student-trainees and **Summit Ridge Hotel**

**Section 3.** *Responsibilities of the parties.*The **AMA COLLEGE CAVITE** and **Summit Ridge Hotel** agree to undertake the following functions and responsibilities:

A. **AMA COLLEGE CAVITE** shall:

* 1. Formulate policies and guidelines for the PROGRAM, including guidelines on the selection, placement, monitoring and assessment of student-trainees;
  2. Assign a Faculty Practicum Coordinator (FPC) who shall have the following responsibilities:
     1. Conduct an initial site visit to ensure that the training facility is safe and conducive for student-trainees;
     2. Review, orient, interpret and clarify to the students the objectives of the PROGRAM;
     3. Regularly monitor the overall performance of the student-trainees;
     4. Meet with the student-trainees regularly for feedback and address their concerns, if any;
     5. Provide coaching and counselling assistance to student-trainees, if needed; and
     6. Evaluate the student-trainees’ reports, self-evaluation and give the final grades of the student-trainees in consultation with **Summit Ridge Hotel**
  3. Furnish **Summit Ridge Hotel** with the evaluation system to be followed in grading the performance of the student-trainees;
  4. Recommend students who will undergo the OJT in adherence with **Summit Ridge Hotel’**s policies and standards;
  5. Issue an official endorsement vouching for the well-being of the potential student-trainee which shall be used by **Summit Ridge Hotel** for processing the application of the student-trainee;
  6. Facilitate the processing of the documents of student-trainees in coordination with **Summit Ridge Hotel**;
  7. Ensure that the student-trainees understand that the following shall be their obligations:
     + 1. Abide by the rules and regulations set forth by **Summit Ridge Hotel** and always observe discipline and proper conduct;
       2. Should not engage in gambling, illicit activities, drinking intoxicating beverages, consuming illegal drugs, and related activities while at work or within the **Summit Ridge Hotel**’s premises or during a sponsored/authorized activity;
       3. Wear the appropriate dress code;
       4. Observe punctuality and attendance in reporting to the assigned training area and accomplish the attendance recording sheet noted by the On-Site Supervisor;
       5. Complete the agreed duration of the internship and undergo the required orientation;
       6. Submit reports and requirements on time;
       7. Sign and comply with the Training Contract or Acceptance Letter which should also be signed by their parents or guardians.
  8. Voluntarily withdraw a student-trainee who is found to misbehave and/or act in defiance to existing standards, rules, and regulations of **Summit Ridge Hotel** in the processing of his or her application or when there is an apparent risk and/or exploitation of the rights of the student-trainees;
  9. Conduct a post training review and evaluation of the program and the performance of the student-trainees.

1. **Summit Ridge Hotel** shall:
   1. Ensure that it has and it will maintain a working environment conducive for student-trainees, in consideration with the goal of the OJT program.
2. Ensure that the selected student-trainees to be included in the PROGRAM has the following qualifications:
   * 1. Must be at least 18 years old;
     2. Enrolled in a practicum or equivalent subject in AMA COLLEGE CAVITE
     3. In good academic standing and completed all pre-requisite subjects;
     4. Has finished at least 90% of academic requirements or has passed and taken all major subjects;
     5. Is physically, mentally and emotionally fit, as certified by school physician or any reputable doctor;
     6. Has co-signed the Training Contract together with their parents or guardian to manifest consent to the PROGRAM; and
     7. His or her parents or guardian have/has issued a Waiver of Consent.
3. Require qualified students to submit themselves to examinations, interviews, and file pertinent documents to support their application, if desired;
4. Refuse acceptance of student-trainees recommended by the **AMA COLLEGE CAVITE** upon finding that the same is not qualified;
5. Discontinue the training of such student-trainee on reasonable grounds after written notice to the **AMA COLLEGE CAVITE**;
6. Provide student-trainees with training related to their course, and assign work that are varied and challenging but fitting to their respective competency levels;
7. Determine the OJT schedule in coordination with the student-trainees and the assigned practicum supervisor, in full consideration with the academic schedule of the student-trainees;
8. Work assignments should be clearly explained to ensure that the duties, role and responsibilities of the student-trainee is clearly defined and outlined;
9. Assign a focal person to serve as an On-Site Supervisor who shall:
   1. Monitor the student-trainee’s overall work performance including demeanor, competence and professionalism;
   2. Provide the student-trainee opportunities to work with the specific department or area where they can best apply the theories, principles and ideas learned in the **AMA COLLEGE CAVITE**;
   3. Coordinate with different departments of **Information Technology Department** where the student-trainee will report;
   4. Facilitate the evaluation of the student-trainee’s performance using the agreed upon standard or requirement of the **AMA COLLEGE CAVITE**;
   5. Regularly meet the FPC to discuss his or her evaluation, observations and other issues that may arise for the duration of the OJT, and the program of the student-trainees;
   6. Evaluate the student-trainee on a bi-weekly basis on the merit of his or her work performance, competence, work attitude, compliance to submission of reports, attendance and professionalism, which report shall be submitted to the FPC;
   7. Conduct an evaluation of the student-trainee’s overall performance upon completion of the OJT based on the agreed standards or requirement with the **AMA COLLEGE CAVITE** and submits the same to the FPC.
10. Issue a Certificate of Completion to the student-trainee upon submission of all reports and completion of the OJT.

**Section 4.** *Miscellaneous.*

* 1. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of the Philippines. Any question or issue raised by the parties on this Agreement shall, however, be settled amicably between them. Should amicable settlement not be possible, either party may resort to court or legal action before the proper courts of Makati City, to the exclusion of all other venues.
  2. This Agreement, including its annexes and/or attachment/s, contains the entire agreement between the **AMA COLLEGE CAVITE** and **Summit Ridge Hotel** , and neither party has relied on any prior or contemporaneous representation, either oral or written, that is not contained in this Agreement.

* 1. This Agreement cannot be deemed modified or amended unless such modification is in writing and signed by both parties, particularly the party against whom enforcement of such modification is sought.
  2. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_, 2025 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**AMA COLLEGE CAVITE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: By:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Ervin Sibonga**

College Dean Supervisor

SIGNED IN THE PRESENCE OF:

WITNESSES:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mary Luvimin Arceño

OJT Coordinator

**A C K N O W L E D G M E N T**

REPUBLIC OF THE PHILIPPINES)

) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_, on this \_\_\_\_day of \_\_\_\_\_\_\_\_\_ personally appeared the persons named below who have exhibited to me competent proof of their identities:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  | | --- | --- | --- | | **NAME** | **COMPETENT EVIDENCE OF IDENTITY** | **DATE/PLACE ISSUED** | |  |  |  | |  |  |  |
|  |  |  |  |

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their free will and voluntary act and deed and that of the entities they respectively represent.

WITNESS MY HAND AND SEAL on the place and date herein above mentioned

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

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

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

Series No. 204