

	TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES Ayala Blvd., Ermita, Manila, 1000, Philippines Tel No. +632-301-3001 local 204 Fax No. +632-521-4063 Email: irjp@tup.edu.ph Website: www.tup.edu.ph	Index No.	F-IRJ-6.6-MOA
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KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into by and between:

ACHIEVE WITHOUT BORDERS, a duly authorized local subsidiary licensed to do business in the Philippines and duly registered with the **Securities and Exchange Commission (SEC)** with principal office address at **11th Floor Global Tower Ciano Bldg. Gen. Mascardo St. Brgy. Bangkal, Makati City**, duly represented herein by its **HR Manager, MS. BERNADETH MANAOIS** and hereinafter referred to as **Host Training Establishment (HTE)** or **“FIRST PARTY”**.

And

The **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES**, a State Higher educational institution created and existing under the Laws of the Republic of the Philippines, with address at **Ayala Boulevard corner San Marcelino Streets, Ermita, Manila**, herein represented by its **Vice President for Academic Affairs, DR. HASMIN T. IGNACIO** and hereinafter referred to as the **“SECOND PARTY.”**

Collectively, the **FIRST PARTY** and the **SECOND PARTY** shall hereinafter be referred to as the **“PARTIES.”**

WITNESSETH, That:

WHEREAS, the **SECOND Party** is desirous to send student-trainee to the **FIRST PARTY** to avail of the latter’s Supervised Industrial Training (SIT) Program;

WHEREAS, the **FIRST PARTY** is willing to accept qualified student-trainee endorsed by the **SECOND PARTY**; and

WHEREAS, in compliance with CMO No. 16 series 2022, the parties shall observe the Supervised Industrial Training (SIT) safety and health protocols for Face to Face as mandated.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above premises, the parties hereto agreed on the following terms and conditions:

A. OBLIGATIONS OF THE FIRST PARTY:

1. The **FIRST PARTY** shall implement the following:
 - a. Require medical check-up prior to duty;
 - b. Implement protocols for monitoring the sign and symptoms; and
 - c. Enforce the strict compliance with the minimum health and safety protocols.
2. The **FIRST PARTY** shall, before the start of training period, provide orientation to the student-trainee who shall cover but will not be limited to: Training Program Rationale; mandate and organizational structure of the **FIRST PARTY**; relevant office policies and procedures of the **FIRST PARTY**; specific programs and projects of the **FIRST PARTY** telephone etiquette/office decorum; interpersonal relations and role of student-trainees in the Program.
3. The **FIRST PARTY** may provide the student-trainee a stipend in accordance with its Training Program Implementing guidelines, and any other entitlements as provided by law subject to the availability of funds.

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4. The **FIRST PARTY** shall, upon consultation with the **SECOND PARTY**, require qualified student-trainee to submit themselves to examinations, interviews and submit significant documents to support their application.
5. The **FIRST PARTY** shall evaluate and provide a numerical grade for the student-trainee after which it accomplished atleast 75 percent of the total number of training hours and provide a Training Certificate to the student-trainee upon completion of the program.

B. OBLIGATIONS OF THE SECOND PARTY:

1. The **SECOND PARTY** shall ensure that all health and safety protocols are strictly enforced and that the students and industry supervisors are properly equipped with the prescribed protective gears for the duration of face-to face industry exposure.
2. The **SECOND PARTY** shall provide the student-trainee the basic orientation on work values, behavior, and discipline to ensure smooth cooperation with the **FIRST PARTY**.
3. The **SECOND PARTY** shall issue an official endorsement letter and other pertinent Supervised Industrial Training program documents for the well-being of the on-the-job student-trainee, who may be used by the **FIRST PARTY** in the processing of the application of the student-trainee.
4. The **SECOND PARTY** shall withdraw from the program the student-trainee who is found to misbehave or to be in violation of the existing policies, rules, and regulations of the **FIRST PARTY** and shall impose necessary sanctions on the said student-trainee in connection therewith.
5. The **SECOND PARTY** shall designate a Training Coordinator to supervise, monitor the progress of the student-trainee and to properly coordinate with duly authorized representative of the **First Party** regarding the SIT Program.
6. The **SECOND PARTY** shall give a numerical grade to the student-trainee through an evaluation form which will be sent by the **FIRST PARTY** upon completion of atleast 75 percent of the total number of training hours.

C. DURATION

The duration of the training shall be equivalent to a working-hours agreed upon by both **PARTIES** as follows:

Minimum Numbers of Working-Hours per Course Program

Check the Desired Course Program	Course Program	Number of Hours
	Bachelor of Applied Science in Laboratory Technology	486
	Bachelor of Science Major in: <ul style="list-style-type: none">• Computer Science• Environmental Science• Information System• Information Technology	

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	Bachelor in Graphic Technology	720
	Bachelor of Technology Major in: <ul style="list-style-type: none"> • Civil Technology • Electrical Technology • Electronics Technology • Computer Engineering Technology • Electronic Communication Technology • Instrumentation and Control Technology • Mechanical Technology • Mechatronics Technology • Railway Technology • Automotive Technology • Heating - Ventilating and Air-conditioning / <ul style="list-style-type: none"> ◦ Refrigeration Technology • Power Plant Technology • Welding Technology • Dies and Moulds Technology 	720
	Bachelor of Technology Major in: <ul style="list-style-type: none"> • Apparel and Fashion • Culinary Technology • Print Media Technology 	720
	Bachelor of Science in Business Management Major in Industrial Management	600
	Bachelor of Scince in Entrepreneurship	720

D. COMMON PROVISIONS

1. The start of actual On-Site Supervised Industrial Training (SIT) program shall be during the 2nd Semester SY 2022-2023 as the situation permits and the readiness of the **FIRST PARTY** to accommodate the student-trainee for their industry exposure.
2. There should be a dialogue between the **FIRST PARTY** in coordination with the **SECOND PARTY** on the compliance with the minimum health and safety protocols such as the use of personal protective equipment (PPEs) and other safety measures.
3. The SIT Program shall only be conducted in the **FIRST PARTY** location except field work subject to prior written permission from the second party.
4. It is in the **SECOND PARTY’s** responsibility to assess the readiness of the students and the **FIRST PARTY** regarding the safe conduct of face-to-face SIT Program.

G. VIOLATIONS

Any violation by any of the **PARTIES** of the foregoing covenants shall warrant the cancellation of this Memorandum of Agreement. A thirty (30) calendar day’s advanced notice shall be sent to the violating party before the intended date of cancellation.

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H. DATA PRIVACY ACT OF 2012

The **PARTIES** shall keep the confidentiality of information. The **PARTIES** shall, in the performance of their obligations under this agreement, ensure the privacy and security of any and all confidential, privileged, personal and/or sensitive personal information that the **PARTIES** including its officers, employees, and agents and the student-trainees may have access to, and shall store, use, process and dispose the said confidential, privileged, personal and/or sensitive personal information in accordance with Republic Act No. 10173 otherwise known as the “Data Privacy Act of 2012,” and its Implementing Rules and Regulations and applicable issuances issued by the National Privacy Commission (NPC). This clause shall survive the termination or expiration of this agreement. Any violation of this clause and any of the provisions of the Data Privacy Act and its Implementing Rules and Regulations, by the **PARTIES** including their officers, employees, and agents and by the student-trainee shall be subject to the corresponding sanctions, penalties, or fines under the said law without prejudice to any other civil and/or criminal liability, as may be applicable.

I. MISCELLANEOUS PROVISIONS

1. The **FIRST PARTY** shall not be obligated to employ the student-trainee upon completion of the training. It shall be understood that there shall be no employer-employee relationship between the **FIRST PARTY** and the student-trainee as a consequence of this agreement.
2. The **FIRST PARTY** shall not in any way be liable for injury, accidents, or death that the student-trainee may suffer unless there is fault or negligence on the part of the **FIRST PARTY** or any of its employees or agents.
3. The **FIRST PARTY** shall be free from any liability for damage or injury caused to the student-trainee which may be occasioned by the latter’s own intentional acts or negligent acts or omissions.

J. DISPUTE RESOLUTION

In the event of dispute arising out of or related to this agreement, the same shall be settled amicably by mutual consultation between the parties. In case the **PARTIES** fail to reach a settlement, the same shall be resolved through the alternative modes of dispute resolution pursuant to RA 9285 or the “Alternative Dispute Resolution Act of 2004.”

K. AMENDMENT

Any amendments to this agreement must be upon agreement made in writing and signed by both **PARTIES**.

L. EFFECTIVITY

The Memorandum of Agreement shall become effective upon the date of signing of both parties. Its implementation shall begin immediately and shall continue to be valid for one year and maybe renewable every year thereafter subject to mutual agreement of the parties. In case of termination, a written notice may be given by either party within thirty (30) calendar days prior to the date of intended termination.

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IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2023 in _____.

ACHIEVE WITHOUT BORDERS

By:

MS. BERNADETH MANAOIS
HR Manager

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES

By:

DR. HASMIN T. IGNACIO
Vice President for Academic Affairs

Signed in' the presence of:

MS. ANN GELLI GOMEZ
HR Recruitment Specialist

ENGR. RUEL B. AGGABAO
Director, IRJP

PROF. ELPIDIO S. VIRREY
Dean, College of Industrial Technology

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
CITY OF _____ S.S.

BEFORE ME, a Notary Public for and in _____, Philippines personally appeared the following persons on _____ who presented to me their competent proof of identities as follows:

Name	Proof of Identity	Issued at / Valid until
Ms. Bernadeth Manaois	_____	_____
Dr. Hasmin T. Ignacio	_____	_____

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

This instrument refers to a *Memorandum of Agreement* consisting of six (6) pages, including this page whereon this Acknowledgement is written and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL, at the date and place first above-mentioned.

Doc. No. ____ ;
Page No. ____;
Book No. ____;
Series of 20__.