**KNOW ALL MEN BY THESE PRESENTS:**

This MEMORANDUM OF AGREEMENT is made and entered into by and between:

**[NAME OF COMPANY],** 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 [insert address here], herein represented by its **[HR Manager/Authorized Person title], [Name of HR Manager/Authorized Person]**, acting under the authority duly conferred by a **[Board Resolution/Secretary’s Certificate/Company Policy/Internal Memo]**, a certified true copy of which is attached hereto as Annex A (Delegation of Authority), and hereinafter referred to as the **Host Training Establishment (HTE)** or **“FIRST PARTY”**

**And**

**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 **President, ENGR. REYNALDO P. RAMOS, PhD., EnP.,** acting under the authority duly conferred by a Resolution of the TUP Board of Regents dated March 1, 2024, Implementing Order No. 02. S. 2024, a certified true copy of which is attached hereto as Annex B (Delegation of Authority), 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 desires to send a 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 interaction 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:
2. Require medical check-up prior to duty;
3. Implement protocols for monitoring the sign and symptoms; and
4. Enforce strict compliance with the minimum health and safety protocols.
5. The FIRST PARTY shall, before the start of the training period, provide orientation to the student-trainee, covering but not 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 the role of student-trainees in the Program.
6. 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.
7. The FIRST PARTY agrees to execute a separate training agreement with each student-trainee assigned by the SECOND PARTY. This training agreement will detail the specific rights and obligations of both the student-trainee and the FIRST PARTY for the duration of the training program. The training agreement shall be deemed incorporated by reference into this MOA.
8. The FIRST PARTY agrees to accept and follow the training plan provided by the SECOND PARTY for the specific course and program of the assigned student-trainee. This training plan shall outline the learning objectives, activities, and assessment methods for the training program. The training plan shall be deemed incorporated by reference into this MOA.
9. The FIRST PARTY shall, upon consultation with the SECOND PARTY, require qualified student-trainees to submit themselves to examinations, interviews, and submit significant documents to support their application.
10. The FIRST PARTY shall evaluate and provide a numerical grade for the student-trainee after the trainee has accomplished at least 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, which 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 at least 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**

1st Semester Course Programs: SIT Calendar from September to January

|  |  |  |
| --- | --- | --- |
| Check the Desired Course Program | Course Program | Number of Hours |
|  | College of Industrial Technology |  |
|  | BT-Construction Technology  BT INCT/Mechatronics  BET-Electronics Communication Engineering Technology  BET-Mechanical Technology  BET-Dies and Mold Technology  BT-Print Media Technology | 720 |
|  |
|  |
|  |
|  |
|  |
|  | College of Architecture and Fine Arts |  |
|  | BGT-Architecture Technology  BGT-Mechanical Drafting Technology | 720 |
|  |

Note: BT – Bachelors Technology

BET – Bachelors Engineering Technology

BGT - Bachelor’s in Graphics Technology

2nd Sem Course Program: SIT Calendar from February to July

|  |  |  |
| --- | --- | --- |
| No. | Course Program | Number of Hours |
|  | College of Science |  |
|  | Bachelor of Science in Environmental Science | 240 |
|  | Bachelor of Applied Science in Laboratory Technology |
|  | Bachelor of Science in: |  |
|  | * Computer Science * Environmental Science * Information System * Information Technology | 486 |
|  |
|  |
|  |
|  | College of Architecture and Fine Arts |  |
|  | * Bachelors in graphic technology | 720 |
|  | College of Industrial Technology |  |
|  | Bachelor of Engineering Technology Major in:   * Construction 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 /   Refrigeration Technology   * Power Plant Technology * Welding Technology * Dies and Molds Technology | 720 |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  | Bachelor of Technology in:  • Apparel and Fashion Technology  • Culinary Technology   * Print Media Technology | 720 |
|  |
|  |
|  |
|  | College of Liberal Arts |  |
|  | Bachelor of Science in Hotel and Restaurant Management | 480 |
|  | Bachelor of Science in Business Administration Major in Industrial Management | 600 |
|  | Bachelor of Science in Entrepreneurship | 600 |

Midyear Course Program: SIT Calendar from July to August

|  |  |  |
| --- | --- | --- |
| No. | Course Program | Number of Hours |
| 1 | College of Industrial Education |  |
|  | * BSIE-Home Economics * BTVTED-FSM * BSIE ICT * BTVTED Computer Programming * BSIE Industrial Arts * BTVTED Animation * BTVTED Electronics Technology /Electrical Technology | 240 |
|  |
|  |
|  |
|  |
|  |
|  |
| 2 | College of Liberal Arts |  |
|  | * Bachelor of Science in Hospitality Management | 240 |
| 3 | College of Architecture and fine Arts |  |
|  | * Bachelor of Fine Arts | 240 |
| 4 | College of Science |  |
|  | * BAS in Environmental Science * BAS Laboratory Technology | 240 |
|  |
| 5 | College of Industrial Technology |  |
|  | * Bachelor of Science in Food Technology (2nd year) | 250 |
|  | * Bachelor of Science in Food Technology (3rd year) | 300 |
| 6 | College of Engineering |  |
|  | * Bachelor of Science Civil Engineering * Bachelor of Science in Electronics Communication Engineering * Bachelor of Science in Electrical Engineering * Bachelor of Science in Mechanical Engineering | 240 |
|  |
|  |
|  |

Note - BTVTED – Bachelor of Technical -Vocational Teacher Education

BSIE - Bachelor of Science in Industrial Education

BTLED - Bachelor of Technology and Livelihood Education

BAS - Bachelor’s in applied science

BCW - Beauty, Care and Wellness

FSM - Food and Service Management

**D. COMMON PROVISIONS**

1. The start of the actual On-Site Supervised Industrial Training (SIT) program shall be during the \_\_\_\_ Semester SY 202\_-202\_ as the situation permits and as the FIRST PARTY is ready 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 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.

**E. COMPLIANCE WITH REGULATIONS**

This Memorandum of Agreement is subject to and complies with all the CHED and TUP policies regarding student training programs. This is in compliance under the CHED Memorandum Order no. 104, Series of 2017, CHED Memorandum Order No. 63 series of 2017, CHED Memorandum Order no. 1 Series of 2023, CHED Memorandum Order no. 10 Series of 2023, and the TUP IRJP MANUAL of 2024.

**F. VIOLATIONS**

Any violation by any of the PARTIES of the foregoing covenants shall warrant the cancellation of this Memorandum of Agreement. This is in connection with the CHED Memorandum Order No. 63 series of 2017 Secs. 11, 12, and 17. A thirty (30) calendar day’s advance notice shall be sent to the violating party before the intended date of cancellation.

**G. 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.

**H. 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 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.

**I. DISPUTE RESOLUTION**

In the event of dispute arising out of or related to this agreement, this section provides to establish a dispute resolution:

1. Amicable settlement through mutual consultation between the involved parties.
2. 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”.
3. In case, there is no settlement, arbitration in accordance with the law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Exclusive jurisdiction over and venue of any suit arising out of or relating to this agreement will be in the proper courts of the city of manila to the exclusion of all other courts or tribunals.

**J. AMENDMENT**

Any amendments to this Memorandum of Agreement must be made in writing and signed by the authorized representatives of both PARTIES.

**K. 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 3 years and may be renewable every year thereafter subject to written agreement signed by the authorized representatives of both 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.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands this day of \_\_\_\_\_\_\_\_\_ , 2024 in \_\_\_\_\_\_\_\_\_\_\_.

|  |  |
| --- | --- |
| **NAME OF COMPANY**  By:  **NAME**  Authorize Authority (HR, Director, President) | **TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES**  By:  **ENGR. REYNALDO P. RAMOS. PhD., EnP.** University President |

*Signed in the presence of:*

|  |  |
| --- | --- |
| **NAME**  Document Controller | **ENGR. RUEL B. AGGABAO**  Director, Industrial Relations and Job Placement (IRJP) |

**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  **[AUTHORIZED PERSON OF COMPANY]**  **ENGR. REYNALDO P. RAMOS, PhD., EnP.** | Proof of Identity, I.D. No.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Passport No. 7414718B | Issued at, Valid until  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DFA Lucena, Aug. 17, 2021  – Aug 16, 2031 |

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\_\_\_\_\_\_\_: