

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “**Agreement**”) is made and executed by and between:

ARMADA LOGICS INC., a private corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at Village 88 Building, California Avenue, San Vicente, San Fernando City, La Union, 2500, Philippines, represented by its President, JOHN S. SUPSUPIN, herein referred to as the “**Company**”; and

[**SCHOOL NAME**], an educational institution organized and existing under the laws of the Republic of the Philippines, with principal office at [School Address], represented by its [Representative Position and/or College or Department Name], [Full Name of the Representative/Main Signatory] , herein referred to as the “**SCHOOL**.”

*[Collectively referred to as “**Parties**” and may be served notices to above addresses via personal delivery, registered mail, accredited courier, or other electronic means.]*

WITNESSETH, THAT

WHEREAS, the Company is actively engaged in business services, education, training, and assessment related to Information and Communications Technology (ICT);

WHEREAS, the [College or Department] of the School offers [Course Name(s)] program(s) which require exposure of students to the industry setting, to apply their knowledge and skills in their field of specialization;

WHEREAS, the [College or Department] of the School also requires its teachers to be equipped with industry-level knowledge and skills, which contributes in producing quality and effective education;

WHEREAS, the School and the Company recognize the gap between the knowledge and skills, necessary in the ICT industry and those taught in educational institutions, due to the fast advances in the ICT industry and changing needs of clients;

WHEREAS, the Company desires to extend assistance to educational institutions, to help them cope with the advances in the ICT industry;

WHEREAS, the School and the Company recognize the need for a strong connection to effectively implement relevant programs, geared towards producing qualified and employable IT professionals.

NOW THEREFORE, for and in consideration of the foregoing, the Company and the School do hereby agree as follows:

I. **The School Shall:**

1. Initiate programs aimed at improving the technical skills of the teachers and students of the School, such as, but not limited to, on-the-job training

(OJT) for students and training, workshop, or seminar for students or teachers;

2. Designate a coordinator who will coordinate with the Company on all the activities under each program. The coordinator will also list students and/or teachers participating in the OJT, training, workshop, or seminar;
3. Invite the Company to participate in its job placement activities;
4. Recommend top-performing graduates to the Company for employment opportunities;
5. Attend technology or programming-related contests or competitions that the Company organizes, subject to the School's approval and eligibility of representatives and participants;
6. Be able to use the Company's logo, resource materials, website links, and other information on documents, content, and ads related to school partnership activities, subject to the Company's approval of such request.
7. Include the Company's logo or name on School's websites or career pages to promote the Parties to other entities, subject to the Company's approval of such request.

II. The Company Shall:

1. Review, recommend, and approve programs initiated by the School, including the particulars of each program;
2. Designate a coordinator for the different programs initiated by the School;
3. Assign personnel for the different activities, including but not limited to speakers, consultants, or facilitators during training, workshops, or seminars. Provided that, the assignment is subject to the availability of manpower in the Company;
4. Invite the School to technology or programming-related contests or competitions that the Company organizes, subject to the School's approval and eligibility of representatives and participants;
5. Include the School logo, name, and website link in the Company's website to direct other users to School's website or social media pages to promote the Parties to other entities, subject to the School's approval of such request.

III. Student On-The-Job Training

The duration of the OJT program will be at least ____ hours for [Course or Program Name (e.g., BSIT, Computer Science)].

A. Obligation of the School

1. Pre-screen and endorse to the Company qualified students who will participate in the practicum program. Provided that, the students can only work within the Company facilities if the Company agrees to have them work onsite. Provided further that, the number of students allowed to work onsite is subject to the availability of working space in the Company facilities;
2. Oblige the students to undergo the Company's recruitment process;
3. Designate an OJT Coordinator who will supervise the students and coordinate with the Company on the activities under the OJT program;
4. Ensure that the students and OJT Coordinator shall abide by the Company's rules and regulations and comply with all the requirements imposed for the program. Such rules, regulations, and requirements should be made known to the School prior to the start of the program.

Any violation or non-compliance of this Agreement, or the Company's rules, regulations, and requirements may be a basis for the exclusion of a participant or the School from the program;

5. Upon written notice, recall any student from the OJT Program on reasonable grounds, such as, but not limited to:
 - i. Student/trainee is exposed to an unsafe working environment, which affects his/her physical and health condition;
 - ii. Student/trainee is assigned to work outside his/her area of specialization;
 - iii. Company changes the work designation of a student/trainee, without a prior written notice to the student/trainee, the OJT coordinator, or the School;
 - iv. Student/trainee experiences discrimination or indifference from the company officials or personnel;
6. Require each student to submit detailed reports and documentation to the Company with respect to the services performed by him/her, as may be periodically required by the Company.

B. Obligation of the Company

1. Accommodate the qualified students for their OJT, at the Company's discretion and subject to the availability of manpower and facility in the Company;
2. Have the right to screen or refuse students recommended by the School to undergo OJT in the Company;
3. Deploy qualified students to appropriate Company areas to undergo OJT. Provided that, the students will be assigned to work in their respective area of specialization;

4. Assign personnel to administer and supervise the students' OJT, subject to the availability of manpower in the Company;
5. Issue Certificates of Completion to students who will successfully complete the OJT Program;
6. Adopt and enforce rules that will govern the conduct of the program. These rules shall be made known to the School and the students before the commencement of the training;
7. Provide the School and its students a copy of the Company's Rules, Regulations, and other relevant requirements for the OJT Program;
8. Accord the School or the student due process in case there is a violation or non-compliance of this Agreement, the Company's rules, regulations, and requirements;
9. Accomplish necessary forms or documents required by the School in connection with the students' OJT;

C. Additional Terms and Conditions

1. It is expressly understood that there will be no employer-employee relationship between the Company and the students of the School. It is understood and agreed that the School shall act as an independent entity and not as an agent of the Company, and that the students shall not be acting as agents or employees of the Company;
2. The students and the School's OJT Coordinator shall abide by Company's rules and regulations, and comply with the requirements imposed for the program. Otherwise, they shall be excluded from further participation;
3. The participation in this OJT program does not give the students any rights for future employment in the Company. The Company neither represents nor incurs any obligation to the student upon other breaches of this Agreement by the School;
4. The work product of the students' services, including results and all ideas, developments, and inventions that the students conceived or put to practice during the training under this Agreement, shall not be disclosed to anyone outside the Company or used by the students or others without the prior written consent of the Company;
5. The students shall adhere to all of the Company's Safety Rules and Regulations. Any safety violation committed by a student/trainee can be a ground for the termination of his/her OJT Contract;

6. The Company reserves the right to discontinue the training program of any student on reasonable grounds after a written notice to the School concerned.

D. Implementation

1. The Company and the School agree to launch an OJT Program, a collaboration between the Academic Team and the Industry Leaders, which aims to achieve a common goal: to provide students with practical and up-to-date industry experience in their field of study, have a concrete understanding of the expectations and demands of the industry, and be able to accurately describe and demonstrate work ethics that is needed to succeed in the modern workplace. With this, the students will be well-equipped with the knowledge and skills to become more proficient and effective in their field of study through the OJT program;
2. The Company will evaluate the students based on their current knowledge of every subject (theoretical) and skills (practical), determine their level of expertise, identify their strengths, and note critical areas necessary for their improvement;
3. The Company will be given priority in screening the trainees for the OJT Program. Upon completion of the training, the Company will assess the students/trainees' performance, validate their efficiency, qualifications, and skills learned, provide feedback on their progress, and focus on areas that need improvement. The Parties may collaborate to determine the need for another immersion or training program that the students/trainees shall undergo;
4. The School will provide the Company with an implementation plan of the foregoing, including the timelines in accordance with the objectives of the partnership set forth, with mutual agreement that the specifics are both practical and beneficial to the Parties.

IV. **Certificate of Completion or Certificate of Training.** The Company agrees to issue a certificate for all successful trainees or participants who comply with all the requirements or attendances of the OJT, other training, seminar, or workshop.

V. **Term.** This Agreement shall be effective on _____, regardless of the day of its execution, and shall continue for a period of **[Period of Effectivity (e.g. one (1) year or six (6) months)]** from its effectivity, provided that the Company or School reserves the right to withdraw its participation in the Agreement through a written notice to the other party.

VI. **Termination.** A party may terminate this agreement upon a written notice to the other party at least two (2) weeks before the intended date of termination. The termination shall not be deemed to waive, prejudice, or diminish any right either party may have in law or equity for any unlawful termination or other breaches of this Agreement.

VII. Miscellaneous.

1. **Confidentiality.** For purposes of this Agreement, "**Confidential Information**" means any information disclosed by either party to the other party, either directly or indirectly, in writing, electronically, orally or by inspection of tangible objects in performance of this Agreement. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information will not, however, include any information that: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.
2. **Non-Disclosure.** Neither party will use any Confidential Information of the other party for any purpose, except to perform its obligations or exercise its rights under this Agreement. Neither party will disclose any Confidential Information, except to those employees or agents of the receiving party who are required to have the information in order to perform the party's obligations under this Agreement and who are under confidentiality obligations. If a party is required by law to disclose the other party's Confidential Information, that party must give the other party prompt written notice of the requirement prior to the disclosure and assist the other party to obtain an order protecting the information from public disclosure.

Further, neither party shall publicly announce the existence of this Agreement, or advertise or release hereto before, during, and after the existence of this Agreement, without seeking prior written consent of the other party.
3. **Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered: a) by personal delivery; b) by registered mail or accredited courier (with tracking) to the appropriate address of the receiving party; or c) by email customarily or previously used by Parties in communicating with each other (subject to the confirmation of actual receipt). Either party may change its address for notices by notice to the other party given in accordance with this provision. Notices will be deemed given at the time of their confirmed delivery and receipt.
4. **Severability.** If any of the provisions contained in the Agreement is held invalid, unenforceable, or contrary to law, the validity of other provisions hereof shall not be affected thereby.

5. **Saving Clause.** When some or all of the provisions have been impliedly amended, the rest and unaffected part thereof shall remain effective, binding and controlling.
6. **Assignment.** This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.
7. **Governing Law.** Laws, rules, and regulations of the Republic of the Philippines shall govern the provisions of this Agreement.
8. **Arbitration, Litigation, and Venue of Actions.** Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute as to the interpretation, enforcement, breach, or termination of this Agreement will be first settled under Republic Act No. 9285, or the Alternative Dispute Resolution Act of 2004 (the “ADR Act”). The ADR Act provides that international commercial arbitration shall primarily be governed by the 1985 UNCITRAL Model Law (the “UNCITRAL Model Law”). Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction.

In case the Parties fail to settle amicably through arbitration, they may resort to other administrative or judicial reliefs. Provided that, any suit arising out of or relating to this Agreement shall be exclusively filed before the courts of San Fernando City, La Union.

The prevailing party will be entitled to receive from the other party its attorneys’ fees and costs incurred in connection with any arbitration or litigation instituted in connection with this Agreement.

9. **Waiver.** Any waiver of the provisions of this Agreement or of a party’s rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party’s rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party’s right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.
10. **Interpretation and Construction.** The provisions of this Agreement shall be liberally interpreted and construed according to the ordinary meaning of the words used, in order to give effect to the interests and intentions of the Parties.
11. This Agreement represents the complete and fully integrated understanding of the Parties and to incorporate and supersede all previous negotiations, written or oral, and may not be changed, amended, or modified, except upon a- written notice given to the party concerned.

Such modified Agreement shall be reduced in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties or their respective representatives, have hereunto affixed their signatures on _____.


JOHN S. SUPSUPIN

*Co-founder and President of Armada
Logics Inc.*

[Name of Representative]

[Position, Department/College]


MARIO F. NARVAEZ JR.

*Co-founder and VP of Training & Skills
Development of Armada Logics Inc.*

Signed in the presence of:


NOEMI E. BALOG

*Account Executive and Partnership
Manager at Armada Logics Inc.*

Witness

