

### MEMORANDUM OF AGREEMENT

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

**RIZAL TECHNOLOGICAL UNIVERSITY**, a State University created and existing under the laws of the Republic of the Philippines, with office address at **704 Boni Corner Sacrepante Street Mandaluyong City** represented herein by **Engr. Armando Matias**, hereinafter referred to as the "**ACADEMIC INSTITUTION**".

and

**"Melham Construction Corporation-Unified Internship Program in partnership with Anafara Corporation, Joje Philippines, Visvis Travel and Tours, Stateside, Label US."**, a duly registered private Company with its primary office address at **#27 Commonwealth Avenue North Fairview Quezon City, 1211** represented herein by **Mr. Brylle E. Estrada** in his capacity as **President**, hereinafter referred to as "**PARTNER COMPANY**".

### WITNESSETH


Whereas, the **ACADEMIC INSTITUTION** offering courses/strands in engineering, architecture, technology, business, education, arts and sciences has instituted an Internship Program wherein qualified students undergo internship prior to graduation in order to be adequately familiar with actual office and technical operations and management to augment their formal training;

WHEREAS, the **ACADEMIC INSTITUTION** proposes that its students be allowed to undergo internship at **PARTNER COMPANY's** facilities and offices, which proposal was accepted/approved by the latter, subject to terms and conditions provided for in this Memorandum of Agreement;

WHEREAS, "**PARTNER COMPANY**" agreed to accept students of the **ACADEMIC INSTITUTION** as interns at its various facilities in support of Internship program and complement existing engineering, architecture, technology, business, education, arts and sciences curricula to match industry demand;

Now, therefore and in consideration of the foregoing premises, **PARTNER COMPANY** and the **ACADEMIC INSTITUTION** agree and stipulate on the following:

#### A. The **ACADEMIC INSTITUTION** shall:

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1. Designate an Industry Adviser/Program Coordinator who will supervise the Internship Program and coordinate with **PARTNER COMPANY** pertaining to its activities under this Program;
  2. Pre-select and recommend qualified students who will undergo the internship taking into consideration the requirements of the **PARTNER COMPANY** in terms of qualification and numbers of interns needed, it is understood that only students taking courses where internship is an academic requirement will be recommended;
  3. Submit to the **PARTNER COMPANY** through the Program Coordinator, documentation necessary in engaging students in the Internship Program;
  4. Monitor attendance, activities and performance of students during the internship program in **PARTNER COMPANY**;
  5. Assist **PARTNER COMPANY** with regard to the assessment and selection of recommended students with the due consideration to

academic standing, technical skills and abilities and physical and mental fitness, among others.

6. Conduct general orientation for qualified trainees and their parents/guardians about rules, proper attitudes, behavior and work ethics during the internship;
7. Monitor compatibility of job circumstances with the internship course requirements for the student's attainment of advanced standing in the program through regular interaction with the OJT/Interns;

**B. PARTNER COMPANY shall:**

1. Set the standards and procedures with respect to the school OJT Program including the number of student-trainees, which shall be its sole discretion;
2. Assess and select student-trainees in accordance with **ACADEMIC INSTITUTION's** Uniform Guidelines and Procedure in the Selection and Acceptance of Practicum Students;
3. Orient selected student-trainees of the expectations among OJTs, policies, rules and regulations including those pertaining to schedules, attendance, decorum, health and safety, among others;
4. Assign/deploy student-trainees to undergo training program related to their program at its sole discretion with due consideration to the student-trainee's technical discipline, abilities, and potentials and relevant to the purpose of student internship program;
5. Assign an immediate supervisor who will monitor the attendance and performance of the student for the duration of the practicum;
6. Issue Certificate of Completion to student-trainees who successfully finish the Internship Program;
7. Conduct a post training review and evaluation of the program and the performance as well.

**C. Under this agreement, the following terms and conditions are likewise included:**

1. It is expressly understood that there shall be no Employer-Employee relationship between company/institution and the student-trainees of the **ACADEMIC INSTITUTION**. In no case shall **PARTNER COMPANY** be held responsible for giving fees to student-trainee in any form of remuneration such as allowances, stipends, and/or per diems during the internship period;
2. Uniform Guidelines and Procedure in the Selection and Acceptance of Practicum Students shall be deemed integral part of this Agreement. The student-trainee and the **ACADEMIC INSTITUTION** shall abide with the said Guidelines;
3. The **ACADEMIC INSTITUTION** may pull out any student from the Internship Program in reasonable grounds.
4. Both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking;



#### D. Work from Home Agreement

1. The **ACADEMIC INSTITUTION**, **PARTNER COMPANY** and the **STUDENT** shall strictly implement a Work From Home Agreement during the duration of the OJT.
2. A work from home agreement specifying a detailed work schedule, remote work site location and the scope of duties and obligations of the students must be submitted and approved by the **ACADEMIC INSTITUTION** and the **PARTNER COMPANY** prior to the commencement of the OJT. This work arrangement must conform with the regulations of **ACADEMIC INSTITUTION**.
3. The parties agree that this **Work From Home Agreement** may be evaluated, subject to existing Governmental laws and regulations.

#### E. Confidentiality and Intellectual Property Provisions:

1. All information gathered by the student(s) on the operations and business matters are classified as confidential in nature and proprietary to the **PARTNER COMPANY**. **ACADEMIC INSTITUTION** hereby undertake to prevent transfer of such information by any of its members, consciously or unconsciously, to any party outside of the **PARTNER COMPANY** without the latter's knowledge and written consent of the Human Resources Department of the **PARTNER COMPANY**;
2. Upon the termination of OJT Program from the **PARTNER COMPANY** the student(s) shall delete and no longer have access to all documents and property, including but not necessarily limited to: reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to **PARTNER COMPANY**, or in any way obtained during the course of the OJT Program;
3. Any intellectual property owned by the parties prior to this agreement shall continue to be owned by them;
4. Intellectual property shall include any property defined as such by the Intellectual Property Code of the Philippines (RA 8293) and other released laws, rules and regulations;
5. The student(s) cannot use any information or data from the **PARTNER COMPANY** to create intellectual property without the express written approval of the Company.
6. All intellectual property created by the student(s) during the OJT program is the property of the **PARTNER COMPANY**. Therefore, the student(s) cannot use any information or data from the **PARTNER COMPANY** to create intellectual property without the express written approval of the **PARTNER COMPANY**.

#### F. Duration and Termination

This Agreement shall take effect immediately upon signing hereof and shall remain in force for a period of one year, renewable at the option of both parties. **PARTNER COMPANY** or **ACADEMIC INSTITUTION** reserves the right to withdraw its participation in the Agreement upon written notice of withdrawal or at least 30 days before the intended date of termination. This Agreement may not be altered, changed or amended except by a superseding written agreement or amendment signed by both parties.







**APPENDIX A  
WORK FROM HOME AGREEMENT**

<b>Name of the Student</b>	Jasmine Dame G. Benito
<b>Student Number</b>	2018-201520
<b>Course</b>	BS Computer Engineering
<b>Enrolled COE</b>	COE - On-the-Job Training
<b>Home Address</b>	#52 Jose Feliciano St. Sagad, Pasig
<b>Telephone No.</b>	N/A
<b>e-Mail Address</b>	jdbenito31@gmail.com
<b>Commencement Date</b>	June 27, 2022
<b>End Date</b>	July 29, 2022
<b>Hours of Work</b>	Monday Tuesday Wednesday Thursday Friday
<b>Company</b>	Anafara Group
<b>Address of the Company</b>	#27 Commonwealth Avenue North Fairview Quezon City, 1211
<b>Name of Supervisor</b>	Ms. Jean Dela Cruz
<b>Telephone No.</b>	0975-700-0655
<b>Supervisor's email address</b>	jeanup@gmail.com
<b>DETAILS OF WORK TO BE ACCOMPLISHED AT HOME BASED ON THE JOB TRAINING</b>	
<b>RESOURCES REQUIRED TO PERFORM THE JOB</b>	

Submitted by:


  
**JASMINE DAME G. BENITO**  
STUDENT NAME AND SIGNATURE

Consented by:

  
**ARTHUR D. BENITO**  
Parents/Legal Guardian NAME AND  
SIGNATURE

Recommending Approval:

  
**ENGR. CHRISTOPHER L. ZAPLAN**  
COE Coordinator

  
**JEAN E. DELA CRUZ**  
NAME OF Immediate Supervisor

Approved by:

  
**Engr. ARMANDO P. MATIAS**  
COE Director