**MEMORANDUM OF AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered into by and between:

BESTLINK COLLEGE OF THE PHILIPPINES Inc. represented by its President & CEO, Maria M. Vicente at 1044 Brgy. Sta. Monica, Quirino Hi-way Novaliches, Quezon City herein referred to as the “First Party”

-and\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporation duly organized and existing under and virtue of the laws of the Republic of the Philippines with address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented in this act by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein referred to as the “Second Party.”

WHERE AS, the parties here to come into mutual agreement on certain term and conditions for the promotion of professional and industrial relations, technical educations and skills training, which are necessary of both parties, the studentry and the workers as a whole;

WITNESSETH;

NOW THEREFORE, in view of the forgoing the parties have mutually agreed on the following terms and conditions:

1. The term of this Agreement shall be for a period of \_\_\_ hours/days/months starting on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Period Covered)

1. The obligation of the parties here to are as follows:

2.1 On the Part of Bestlink

* + 1. The Bestlink shall provide the Company with graduating student for training

in their respective field of profession as part of their on the job training, as required by Commission on Higher Education (CHED) prior to their graduation.

* + 1. Inform the Company of the training needs of the student-trainees of the Bestlink in relation to their academic training.
    2. Accommodate the result of Company for the student-trainees of the Bestlink, subject the limitation of the sources and availability of said student of the Bestlink.
    3. The Bestlink allow the representative of the Company to conduct a school visit upon the request of the Company.
    4. Support and respect the Company’s rules and regulation without the prejudice to the Bestlink, with regard to the on-the-job training program jointly prepared by the Bestlink and Company.
  1. On the Part of the Company
     1. The Company shall accept student trainees provided by the Bestlink as part of the Bestlink’s on-the-job training program, subject to the manpower needs of the Second Party.
     2. The Company shall train the student- trainees of the Bestlink in accordance with student-trainees field of endeavor and academic training.
     3. In order to formally precede with on-job-training the Company shall first sit with the Bestlink to discuss and prepare the Program Guidelines, which are specifically intended for student trainees by defining their duties and obligation in relation to on-job-training.
     4. The company shall inform each and every student-trainees about safety measures in the conduct f his/her job, and provide such adequate safety equipment when necessary.
     5. At the end of the on-the-job training, the Company shall give a performance evaluation and award a certificate of completion to each student-trainee.
     6. The Company has the option to hire student-trainees, who exhibit exemplary performance, as regular employees, provided the said student-trainees agree and graduate from their course.
     7. Upon due notice of request of the Bestlink, the Company shall allow the representative of Bestlink, specifically the On-The-Job Training Head, to conduct site visits to the Company’s plant area where the student-trainees of the Bestlink are assign.
     8. The Company shall be supportive of the Bestlink’s technical educational program, spiritual, social, physical, and moral growth of the student-trainees.
     9. Company may, at their own discretion and without being required to pay any compensation to the other and vice-versa, pre-terminate this agreement by serving formal notice thirty (30) days in advance.
     10. Both parties hereby hold free and harmless from any and all claims, demands, liabilities, causes of action arising from the death, any physical injury, or damage to property of whatever kind or nature, whatever intentional or unintentional, caused by the student-trainee in the course of the subject training conducted by the Company.
     11. The STUDENT-TRAINEE(s) or the COMPANY may extend the agreed i-plant training or on-the-job training period as may be required by either party subject to the agreement of both.
     12. The company may pre-terminate the in-plant training or on-the-job training period of the STUDENT-TRAINEE(s) should the student-trainee fails to meet or qualify in the respective work assignment, within a reasonable period of time.
     13. During the effectivity of this agreement, it is understood that the STUDENT-TRAINEE(s) shall follow all the COMPANY rules and regulations, policies, and procedure, particularly those affecting the training activities, duly promulgated or as shall be promulgated by the COMPANY.
     14. The Company reserves the right to impose disciplinary action or dismiss STUDENT-TRAINEE(s) from the in-plant training with prior notice to BESTLINK for failure to comply with the COMPANY rules and regulations.

Done in this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 20 \_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Signed by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FDR. DR. MARIA M. VICENTE, HFRI, DFRIEdr, DFRIEntr, DFRIM Representative

President & CEO Signature over printed name

Bestlink College of the PhilIpines Position

REPUBLIC OF THE PHILIPPINES) S.S.))

ACKNOWLEDGEMENT

Before me a Notary Public for and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines, personally appeared.

NAME COMM. TAX CERT. NO. DATE/PLACE OF ISSUE

Known to me be the same persons who executed the foregoing Memorandum of Agreement is written, refers to Memorandum of Agreement and was signed by the parties and their instrumental witnesses on each and every page hereof.

Witness my hand and notarial seal on the date and place first mentioned above.

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

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

Series No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_