

MEMORANDUM OF AGREEMENT
(CDM and Host Company/Institution re: OJT)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, executed and entered into this _____ day of _____ at Muntinlupa by and between:

COLEGIO DE MUNTINLUPA, an educational institution duly established and operating under the laws of the Republic of the Philippines with principal office at Mayor J. Posadas Ave., Sucat, Muntinlupa City, herein represented by its President, **DR. TERESITA C. FORTUNA**, heretofore duly authorized and hereinafter referred to as "**CDM**".

-and-

CDI SAKATA INX CORP., a duly registered company created and existing under the laws of the Republic of the Philippines, with office address at 3082 Don Jesus Blvd., Cupang, Muntinlupa, herein represented by its President, **MR. LAWRENCE M. MONDIGUING**, hereinafter referred to as the "**CDI SAKATA INX**".

WITNESSETH THAT:

WHEREAS, CDM is a duly recognized higher education institution which offers programs that require students to undergo on-the-job training (OJT) as a requirement for graduation in order to expose students in actual work situations as a means to enhance their formal training; and,

WHEREAS, CDI SAKATA INX supports the OJT of **CDM**, and agrees to accommodate the qualified students of **CDM**; and

WHEREAS, CDM and **CDI SAKATA INX** shall endeavor to ensure that the OJT Program will forge strong academic-industry linkage between them, and that it will complement existing course curricula to match industry demand.

NOW, THEREFORE, for and in consideration of the foregoing premises, **CDM** and **CDI SAKATA INX** do hereby agree and stipulate on the following:

A. CDM shall:

1. recommend qualified student-trainees who will undergo the OJT taking into consideration the requirements of **CDI SAKATA INX** in terms of qualifications and number of students;

 

2. conduct orientation of students' general duties and responsibilities that will be applicable during the period of their OJT Program;
3. designate an OJT coordinator or point person who will work closely with **CDI SAKATA INX** to monitor the conduct of the OJT Program; and
4. submit the documents required for the OJT Program to **< CDI SAKATA INX**

B. CDI SAKATA INX shall:

1. accept student-trainees from **CDM** to undergo the OJT Program;
2. accomplish the necessary forms required by **CDM** in connection with the OJT-Program;
3. provide an engineering problem to student-trainees for the OJT Program;
4. assign personnel who shall orient the student-trainees about the company and about the engineering problem that the student-trainees will work on and provide assistance to the student-trainees if necessary;
5. issue certificates of completion and a corresponding performance rating base on the evaluation tool given by **CDM** to student-trainees who will successfully finish their OJT Program.

C. CDM and CDI SAKATA INX further agree on the following:

1. Both **CDM** and **CDI SAKATA INX** will work together to maintain an environment of quality learning experiences for the student-trainees. At the request of either party, a meeting may be held to resolve any problems or develop improvements in the operation of the OJT Program;
2. There will be no employer-employee relationship between **CDI SAKATA INX** and the student trainees;
3. The student-trainee shall abide by **CDI SAKATA INX's** rules and regulations and those imposed under the OJT Program; otherwise, he/she shall be excluded from further participation.
4. **CDI SAKATA INX, CDM** and its student-trainees shall not use for their own benefit any work, research, or project, as well as any data, concept or information gathered or obtained during the OJT Program without the written consent of all parties;

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5. CDM and CDI SAKATA INX agree that, in the event of research collaboration leading to patent rights, copyrights or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property. Both CDM and CDI SAKATA INX shall seek an equitable and fair understanding as to the ownership and other property interests that may arise.
6. In the event of an unforeseen incident during collaborative activities, both CDM and CDI SAKATA INX agree to negotiate a mutually acceptable solution.
7. Should any disagreement arise out of the application, interpretation or implementation of this Agreement, both CDM and CDI SAKATA INX shall endeavor to exercise their best efforts to negotiate the differences.
8. Non-disclosure of CDM Non-disclosure student-trainee; that they are not to divulge any confidential information, etc.
9. This Agreement shall take effective immediately upon the signing hereof and shall continue to be effective until the accomplishment of the purpose stated herein, provided however that any of the terms and conditions in this Agreement may be amended through awritten agreement mutually consented and agreed upon by both parties; Provided further that, CDI SAKATA INX and CDM reserve their right to withdraw their participation in this Agreement upon a written notice to the other, and upon mutual terms and conditions agreed upon by both parties herein.
10. Either party shall have the ability to unilaterally terminate this agreement even without the agreement of the other party.

IN WITNESS WHEREOF, the parties have hereto set their hands and affixed their signatures on this _____ day of _____, 2023, at Muntinlupa City Philippines.

By: **COLEGIO DE MUNTINLUPA**

DR. TERESITA C. FORTUNA
President

By:

CDI SAKATA INX CORP
<COMPANY NAME>

MA. LAWRENCE MONDLEWIN
<PRESIDENT>
President

WITNESSES:

RUTH A. ABUINO
MARIA KRISTINE M. DOMILAN

[Signature]
[Signature]

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF Muntinlupa City) S.S.

BEFORE ME, a Notary Public for and in Muntinlupa City, Philippines,
this day of SEP 12 2023, personally appeared the following:

Name	I.D. No.	Date and Place of Issue
DR. TERESITA C. FORTUNA	<u>PD1937546</u>	<u>MAY 22, 2022</u> <u>DELA</u> <u>NCR SOUTH</u>
MR. LAWRENCE M. MONDIGUING	<u>33 8832161-5</u>	

known to me and to me known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and of the entities they respectively represent.

This instrument refers to a Memorandum of Agreement of consisting of four (4) pages including this page where this Acknowledgment is written, and has been signed by the parties and their witnesses on pages thereof.

WITNESS MY HAND AND SEAL, on the date and at a place first above written.

Doc. No.: 484
Page No.: 99
Book No.: CXVI
Series of 2023.

ATTY. RAUL R. CORRO
Notary Public
NOTARIAL COMMISSION NO. NC-22-047
UNTIL DECEMBER 31, 2023
PTR NO. MCF 437701 MUNTINLUPA/JAN. 5, 2024
TAX # 04108/PPLM CHAPTER
ROLL NO. 35315
PLR, PEOPLE'S CENTER Bldg. 1703, MUNTINLUPA CITY HALL
CITY CENTER 111 OF MUNTINLUPA