

### MEMORANDUM OF AGREEMENT

### **KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement executed and entered into this 25<sup>th</sup> day of August 2025 in Cebu City, Philippines by and between:

**PhilPacific Insurance Brokers & Managers Inc.** with office address at 2/F Centro Maximo II Building, D. Jakosalem, corner V. Ranudo St, Cebu City, 6000 with **Ms. Sharvelin S. Nuñez**, Human Resource Manager, who is duly authorized to represent in transactions, hereinafter referred to as the **CORPORATION**;

-and-

UNIVERSITY OF SAN CARLOS, a private non-stock and non-profit tertiary school with office address at P. Del Rosario Street, Cebu City, represented herein by FR. JESURAJ ANTHONIAPPEN, SVD, PhD., Vice President for Academic Affairs, who is duly authorized to represent in this transaction as the SCHOOL;

### WITNESSETH:

WHEREAS, the CORPORATION agreed to accept students of the SCHOOL, as trainees at its various facilities in support to the On-the-Job Training (OJT) curriculum requirement of the school: IS 4102: Practicum A, IS 4202: Practicum B, CS 3301: Practicum, CS 4102: Practicum, ICT 142: Internship/OJT/Practicum, and IT 4202: Practicum, IT 4102N: Practicum 1, IT 4202N: Practicum 2 which aims to complement existing Bachelor of Science in Information Systems (BSIS), Bachelor of Science in Computer Science (BSCS), Bachelor of Science in Information and Communications Technology (BSICT), and Bachelor of Science in Information Technology (BSIT) curricula to match industry demands and prepare the students for the real work environment;

WHEREAS, the SCHOOL is offering IT-related curricular programs, has instituted an On-the-Job Training program wherein students will undergo industry exposure prior to graduation in order to be adequately familiar with actual company and industry operations and management, thereby augmenting formal training;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the **CORPORATION** and the SCHOOL do hereby agree and stipulate the following:

#### A. *The* **CORPORATION** *shall*:

- 1. Formulate a supervised training plan for the student-trainees, in cooperation with the Department of Computer, Information Sciences and Mathematics of the **SCHOOL**;
- 2. Deploy the student trainees to the different operating units within Philippines only of the **CORPORATION** for a minimum of 300 to 486 man-hours (depending on the curricular program) unless extended upon agreement by the **CORPORATION** and the **SCHOOL**;
  - a. BSIS minimum of 486 hours
  - b. BSICT minimum of 486 hours
  - c. BSIT minimum of 486 hours
  - d. BSCS minimum of 300 hours
- 3. Expose the student trainees to learning experience on actual operations and management in the field of computer and information technology both technical and managerial;

- 4. Expose the student trainees to the real situation problems and bottlenecks thus enabling them to analyze and apply scientific as well as empirical approach to the solution of computer and information technology related problems;
- 5. Assign personnel who will serve as a guide / (adviser) to student-trainees. The student will be assigned practical and related works along with their area of specialization, which should not be hazardous or deleterious in nature;
- 6. Involve the students in activities and tasks to develop their attitude and creative abilities to become computer and information technology professionals;
- 7. Accomplish necessary forms required by the **SCHOOL** in connection with the training of their student trainees;
- 8. Enforce rules that will govern the conduct of the program in their premises. Said rules shall be made known to the **SCHOOL** and shall be subject to the conformity of the **SCHOOL** and student-trainees before the start of the training;
- 9. Hold the **SCHOOL** free and harmless from any suit whatsoever in connection with this memorandum as well as from any liability in case of damage and/or injury to the **CORPORATION** for acts committed by the student-trainees due to negligence or any other act amounting to crime;
- 10. Evaluate the performance of the student trainees at the end of the program and keep track of their Daily Time Record or attendance; and
- 11. Will not accept interns without an Endorsement Letter from the SCHOOL.

### B. The SCHOOL shall:

- 1. Recommend qualified students who will undergo the exposure program taking into consideration the requirements of the corporation in terms of qualification and number of students;
- 2. Designate a program coordinator who will be assigned with the following responsibilities:
  - a. Orientation of students about the rules, proper attitudes and behavior inside the job-site, particularly towards the employees, before the start of the training; and
  - b. Coordination with the **CORPORATION** on the implementation of the training program.
- 3. Together with the students and parents concerned, renounce and waive any claim against the **CORPORATION** for any injury that the students may sustain or loss that they suffer, personal or pecuniary, arising from negligence in the performance of their duties and functions while under training. The waiver of the student trainees and their respective parents shall be submitted to the **CORPORATION** prior to the commencement of the training;
- 4. Submit to the **CORPORATION** prior to the commencement of the training the waiver signed by the students and their parents to the effect that they renounce and waive any claim against the **CORPORATION** and the **SCHOOL** for any injury that the students may sustain or loss that they suffer personal or pecuniary arising from negligence by the students in the performance of their duties and functions while under training;
- 5. Hold the **CORPORATION** free and harmless from any suits whatsoever in connection with this memorandum; and
- 6. Provide an endorsement letter address to the **CORPORATION** endorsing the trainee.

# C. Under this Training Agreement the following terms and conditions are likewise included:

- 1. It is expressly understood that there will be no employer-employee relationship between the **CORPORATION** and the student-trainees of the **SCHOOL**;
- 2. The student trainees will be personally responsible for any and all liabilities for damage to property or injury to third persons which may be occasioned by their intentional or negligent acts in the course of their training;
- 3. The student-trainees and the **SCHOOL** shall abide by the **CORPORATION**'s rules and regulations and comply with those imposed from the program; otherwise, they shall be excluded from the further participation;
- 4. The **CORPORATION** reserves the right to discontinue the training of any student trainees on reasonable grounds upon written notice to the **SCHOOL** concerned; and
- 5. The **SCHOOL** may pull out any student from the **CORPORATION** on reasonable grounds after written notice about such pull out.
- 6. The student trainee is not entitled to wages or any compensation or benefits for the time spent in the internship.

#### D. Duration:

This agreement shall take effect immediately upon signing hereof and shall continue thereafter, provided however that any provisions of this Agreement may be amended by written consent by both parties herein and provided further that the **CORPORATION** or the **SCHOOL** reserves the right to withdraw its participation in the agreement upon written notice.

**IN WITNESS WHEREOF**, the Parties herein have signed in these presences on this 25<sup>th</sup> day of August 2025, in Cebu City, Philippines.

Philinsure University of San Carlos

BY BY

Ms. Sharvelin S. Nuñez
Human Resource Manager

FR. JESURAJ ANTHONIAPPEN, SVD, Ph.D Vice President for Academic Affairs

## SIGNED IN THE PRESENCE OF

Vinz Robert M. Yee
Risk Engineer
Bean
School of Arts and Sciences

Gibsondee S. Paquibulan
Senior Risk Engineer
Angie M. Ceniza-Canillo, PhD.
Chair

Department of Computer, Information
Sciences and Mathematics