**MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP**

This Memorandum of Agreement is entered into this 3rd day of February, **2023** in **Malate, Manila**, by and between:

The **Our Lady of the Sacred Heart College of Guimba Inc.**, a private high school, with principal address at **Afan Salvador St, Guimba, Nueva Ecija**, represented in this Agreement by its **ELIZOR M. VILLANUEVA**, Filipino of legal age, and hereinafter referred to as the **“SCHOOL”**;

-and-

**Fortworth Incorporated,** duly constituted and registered in the Philippines, with principal address at **Legaspi Tower 300, Malate Manila**, represented in this Agreement by its **HR Admin**, **Sherly S. Sebaria, Filipino,** of legal age, hereinafter referred to as the **“COMPANY”**,

**WITNESSETH:**

**WHEREAS**, the Department of Education of the Philippines, hereinafter referred to as “DepEd”, is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

**WHEREAS**, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as “SHS”, with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

**WHEREAS**, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

**WHEREAS,** the DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

**WHEREAS**, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd’s objectives for SHS as spelled out above;

**WHEREAS**, to achieve this objective, the SCHOOL needs to enter into a Work Immersion partnership with the COMPANY;

**WHEREAS**, the COMPANY operates in the area where the School is located and has offices, facilities, project sites, and expertise that it can make available to the School for purposes of student work immersion;

**WHEREAS**, the COMPANY considers going into a work immersion partnership with the School as part of its mission to create a positive impact on the community, especially the young people;

**WHEREAS**, the SCHOOL and the COMPANY, hereinafter collectively referred to as “the parties”, undertake to collaborate for the successful implementation of the SHS in Manila cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

**DESCRIPTION OF THE WORK IMMERSION PROGRAM**

The Work Immersion Program is one of the course requirements for graduation. A SHS student has to undergo work immersion in a business organization or establishment with work requirements related to the specialization. Through work immersion, the students are exposed to and are familiarized with the work-related environment related to their field of specialization. Specifically, the students are able to:

1. Appreciate the importance and application of the principles and theories learned in school;
2. Enhance their technical knowledge and skills;
3. Enrich their skills in communications and human relations;
4. Develop good work habits, attitudes, appreciation and respect for work.

**I. OBJECTIVES OF THE WORK IMMERSION PARTNERSHIP**

The OJT Partnership has the following objectives:

1. To supplement the formal curriculum of the tertiary program with special inputs coming from the COMPANY experts and practitioners in order to make it aligned and consistent with work standards.
2. To develop the students of the OJT program the knowledge and skills that are relevant to the needs of the job market in the area
3. To provide college students relevant learning experiences by giving them exposure to the actual workplace setting.
4. To form Work Immersion Partnership between SCHOOL and the COMPANY, the students, faculty, and staff of the schools concerned will be allowed the use of and access to the COMPANY workplace and equipment as part of their Work Immersion Program.

**II. RESPONSIBILITIES OF THE PARTIES**

**A. Joint Responsibilities**

Both the SCHOOL and the COMPANY shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership.
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Adhere to all laws, memoranda and circulars pertaining to child protection as provided for in the guidelines for OJT program (Guidelines).
4. Develop the students’ OJT program module specifying goals and objectives,desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the student should acquire after completing the program. (See Annex A and Annex C of the Guidelines).
5. Develop a list of daily activities for the OJT program that will be followed by the students during the whole duration of the OJT program.
6. Formulate local school OJT policies and guidelines on selection, placement, monitoring, and assessment of students (immersion participants), in order to ensure that each student is assigned to an OJT partner matched to his/her desired course, qualifications and aptitude.

**B. Responsibilities of the School**

The SCHOOL shall:

1. Identify and indicate the academic courses and/or specialization/s which will be the subject of the partnership.
2. Make the needed adjustments to contextualize the courses based on inputs coming from the COMPANY.
3. Designate a person who will be in-charge of coordinating with the COMPANY and supervising the activities of the students for the duration of the OJT program.
4. Monitor each student’s progress throughout the duration of the entire OJT program so as to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.
5. Provide signed consent forms from the parents as applicable.
6. Provide the COMPANY a Certificate of Participation in the program for whatever purpose it may serve.

**C. The Company shall:**

1. Assign a competent OJT Facilitator from the COMPANY to liaise with the School and supervise the students without prejudice to the special parental authority of the school, its administrators and teachers for the duration of the OJT program so as to ensure efficient implementation of all stages of the program.
2. Agree to the required number of hours of the OJT program set under the CHED curriculum.
3. Provide immersion opportunities for students this school year 2022-2023.
4. Provide students with an orientation about the COMPANY, its line of business, and the work its employees do.
5. Similarly ensure that students undergo training related to their course, and provide the students with work or activities that are varied and applicable to their field of study.
6. Make the workplace and facilities available to students, and shall similarly take all necessary action to ensure the safety of students within their areas of operation.
7. Evaluate students’ performance in the immersion venue by accomplishing the provided evaluation tool.
8. Issue a Certificate of Completion to the student trainees upon satisfactory compliance with all requirements of the program.

**III. EFFECTIVITY**

This agreement shall hold for the duration of the 2022-2023 Academic School Year and is renewable every year. The COMPANY and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this agreement.

The COMPANY and the SCHOOL reserve their respective rights to terminate their participation in the agreement through formal written notice within thirty (30) days before the effectiveness of the termination. Both parties shall turnover all deliverables agreed thereto in the OJT Program. Termination shall be subject to the mutual agreement between the parties.

A material breach of the Work Immersion Guidelines and/or this MOA shall constitute a ground for termination of the MOA, in whole or in part, by the aggrieved party, without prejudice to other legal remedies.

**IV. LIABILITY**

The school, its administrator, and teachers exercising authority and supervision over the students undergoing the OJT program in the premises of the partner may be held accountable for the student’s acts.

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party’s even after the termination of this agreement, if such losses and damages were incurred during the effectiveness of this agreement.

**V. NON-DISCLOSURE PROVISION**

It is expressly understood by CHED and the students that all information on technology, manufacturing process, process standards, quality assurance methodologies,quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational and technical matters that the Company shall make available to them shall be used for the sole purpose of student training. All of these matters are classified as confidential in nature and proprietary to the Company and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the Company.

**VI. OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY**

Intellectual properties developed by the student as part of his or her regular OJT program in the COMPANY and their corresponding copyrights and/or patents shall belong to the COMPANY.

Intellectual properties developed by the student outside of his or her regular OJT program duties in the COMPANY and their corresponding copyrights and/or patents shall belong to the COMPANY, even if the student did not used the time, facilities, materials of the COMPANY, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the COMPANY.

| **FOR THE SCHOOL:** | **FOR THE COMPANY:** |
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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  ***MR. ELIZOR M. VILLANUEVA***  ***Student Internship Program Coordinator*** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  ***MS. SHERLY S. SEBARIA***  ***HR Admin*** |
| **WITNESSED BY:** | |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |