**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This agreement entered and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 in Cagayan de Oro City, by and between:

**UNIVERSITY OF SCIENCE AND TECHNOLOGY OF SOUTHERN PHILIPPINES,** a State University created and operating under the laws of the Republic of the Philippines with principal address located at C.M. Recto Avenue, Lapasan, Cagayan de Oro City represented hereto by its President, **AMBROSIO B. CULTURA II, PH.D.,** and herein referred to as **Higher Education Institution** **or “HEI**”;

**- AND-**

**(COMPLETE NAME OF THE INDUSTRY),** a corporation duly organized and existing under the laws of the Philippines, with principal place of business at **(Business Address)** represented in this act by its (**Designation of your representative), (Name of your Representative**), herein referred to as the **Host Training Establishment or “HTE”;**

Collectively known as **“PARTIES”**

**-WITNESSETH-**

**WHEREAS,** the HEI is the premier learning institution composed of leading scientists, academicians, and innovators, dedicated to the development of competent human resources to propel the socio-economic growth of society and the generation of new knowledge to address the technological problems of the key economic players;

**WHEREAS,** HEI desires to establish an Academe-Industry linkage program, creating a seamless environment for experiential learning for the students with the involvement of the business and industry thereby eliminating skills mismatch of graduates;

**WHEREAS,** HEI aims

1. To attain higher academic excellence
2. To make its program responsive to the human resource requirements of the industry.
3. To contribute to economic development by conducting appropriate activities with the industry; and
4. To develop programs to enhance professionalism and productivity in the fields of Engineering, Technology, Information Technology and Computing, Science and Mathematics, Medicine, and Science and Technology Education;

**WHEREAS,** the HTEis a **[Insert Industry Overview]**

**WHEREAS,** the parties to this Memorandum of Agreement (MOA) recognize the significance of collaboration to foster innovation and achieve mutual goals;

**WHEREAS**, through mutual consent, both parties agree to comprehensively engage in the undertakings outlined in this Memorandum of Agreement, based on what is deemed beneficial for their mutual interests throughout the duration of this agreement;

**WHEREAS,** the parties recognize that they have respective institutional objectives that shall be mutually beneficiary through collaborative efforts on all specific undertakings;

**NOW, THEREFORE,** for and in consideration of aforementioned premises, the parties have agreed to adopt the Memorandum of Agreement on Academe-Industry Linkage Program entered into by the HEI and HTE, subject to the following terms and conditions and execution of the definitive agreement in each undertaking;

1. **UNDERTAKINGS OF THE PARTIES [Note: The undertakings listed in this MOA are stipulated to provide information on the potential collaboration opportunities for the future. Potential Industry Partners may choose to avail ALL or ONLY SOME specific undertakings within the exclusive effectivity period as mutually agreed and deemed necessary. They may also add additional undertaking subject for agreement to focal stakeholder and review of VPALA]**

**A. On-the-Job Training (OJT) Program**

*The HEI undertakes to:*

1. Submit the list of qualified student-trainees/intern for the OJT Program in accordance with the college courses within the prescribed period of the mandated practicum or internship hours during the summer or second semester. (Hours are subject to change with the academic department in completion of the student's academic requirement);
2. Submit an Endorsement Letter, Personal Data Sheet or CV of the student-trainee/intern, and Internship Contract prior to the schedule of the OJT;
3. Provide the OJT Orientation to student-trainee/intern on work ethics and professionalism to ensure smooth transition to the world of work;
4. Designate an OJT Coordinator who shall coordinate and monitor the progress of the student-trainees/interns and discuss with the HTE on the Internship Contract and training expectations prior to the start of the practicum;
5. Ensure that student-trainees / interns shall strictly observe the duration of the OJT Program as agreed in the Internship Contract. They shall always act with proper decorum while in the office premises/workplace. They must follow the set of policies implemented for all personnel reporting for on-site work;
6. Inform the student-trainees / interns that they shall be liable for any damage to company properties as a result of careless behavior, negligence, and/or playing around while at work.

*The HTE undertakes to:*

1. Provide technical knowledge to the student-trainees / interns through job shadowing and hands-on training to have a holistic experiential learning;
2. Provide the necessary facilities and equipment where the students can fulfill the requirements of the On-the-Job Training Program ensuring a valuable experiential learning environment;
3. Assign dedicated personnel who will act as supervisors or mentors to guide and support the student-trainees/interns throughout their OJT period;
4. Coordinate with HEI’s OJT Coordinator on the completion of the Internship Contract OJT Plan to outline the training objectives, responsibilities, and evaluation criteria, ensuring a structured and well-documented OJT experience.
5. Evaluate the performance of the student-trainees / interns and shall give a certificate of completion at the end of the OJT program period.
6. Have the students sign a Non-Disclosure Agreement to protect any trade secrets that may be divulged in the course of the job shadowing and hands-on training.
7. Reserve the right to terminate the OJT program when the students’ behavior has become a menace to the office employees and causes disruption of work.
8. **Talent Acquisition, Recruitment and Hiring Support**

*The HEI undertakes to:*

1. Facilitate and support the HTE in conducting talent acquisition, recruitment, and hiring activities targeting the HEI’s graduating students or Alumni to meet the HTE’s manpower requirements.
2. Provide access to relevant events, such as career talks and job fairs, to assist the HTE in their recruitment efforts within the academic institution.
3. Monitor the employability status of USTP applicants who attends the HTE’s recruitment initiatives.

*The HTE undertakes to:*

1. Submit pertinent documents such as Company Profile, SEC Registration, and BIR Certificate to prove legitimacy.
2. Organize and execute talent acquisition, recruitment, and hiring activities within the university campus in collaboration with the HEI.
3. Communicate effectively with the HEI regarding the specifics of talent acquisition, recruitment, and hiring activities.
4. Collaborate with the HEI in ensuring that the talent acquisition, recruitment, and hiring process is transparent, equitable, and beneficial for both parties.
5. Share regular updates on the progress of recruitment and hiring activities with the HEI

**C. Professional Development and Knowledge Sharing Initiatives**

*The HEI undertakes to:*

1. Facilitate and conduct Industry-Academe dialogues, forums, and discussions with HTE to identify industry trends, emerging technologies, and evolving skill sets integrating these insights to enhancement of curriculum development and career program design.
2. Deliver training, seminars, forums, conferences, and learning sessions to students and alumni and arrange for experienced resource speakers and subject matter experts from the HTE and vice-versa.
3. Offer academic facilities and venues to facilitate various activities, including meetings, training programs, seminars, workshops, product exhibitions, and expos subject to availability.

*The HTE undertakes to:*

1. Engage in Academe-Industry dialogues, forums, and surveys to foster meaningful exchanges of knowledge and information, facilitating the sharing of industry insights, emerging trends, and best practices to ensure that HEI remains well-informed and aligned with current industry standards and requirements, enhancing the overall educational experience for students and the academic community.
2. Offer and deliver guest lectures, keynote speakership, workshops, and seminars to provide students and the academic community with direct insights from industry experts.
3. Provide feedback relative to HEI’s graduates and alumni’s performance through the HEI’s annual Employer Questionnaire to help in assessing curriculum effectiveness.
4. **COVERAGE**

This MOA shall cover USTP-Oroquieta

1. **HEALTH AND SAFETY**

Both parties acknowledge the importance of health and safety. To prioritize the well-being of individuals involved, the HTE is committed to enforcing health protocols at the workplace. This includes measures to prevent the spread of identified pandemic and infectious diseases aligning with applicable local and national government laws, rules, and regulations.

1. **PROHIBITIONS**

No Employer-Employee Relationship. The parties agree that there is no employer-employee relationship between the HTE and the student-trainees/interns in the OJT Program. It is further understood by the parties herein that the student-trainees/interns who qualify for the training premises are not to be considered as a guarantee for employment upon completion of the program. They shall still be subject to the regular screening/hiring process of HTE.

1. **NON-COMPETITION CLAUSE**

The students and faculty-trainees agree that for a period of one (1) yearafter the immersion/training of the HTE, will not engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in the same or similar activities/services as are performed by the HTE.

1. **CONFIDENTIALITY**

Either Parties, including its officers, employees, agents, contractors or subcontractors, shall not disclose to third parties any and all Confidential Information which it may receive or may have known arising from implementation of the programs and projects covered under this Agreement.

“Confidential Information” means not generally known to third parties and which is proprietary to the party disclosing the Confidential Information (the Disclosing Party) or its affiliates, including without limitation, information about the disclosing Party’s or any affiliate’s products, services, business plan, business ideas (including those in conceptual stage) pricing, strategic plan, research, development, purchasing, accounting, financial data, pricing, marketing, merchandising, selling, business systems and techniques, documents, reports, manuals and electronic passwords. All information of the Disclosing Party that is disclosed to the Party receiving the Confidential Information (the Receiving Party) or to which the Receiving Party obtains access, whether originated by the Receiving Party or by the Disclosing Party shall be presumed to be Confidential Information. For purpose of this Agreement, an “affiliate” means any person or entity that controls, is controlled by, or is under common control with the Party in question. This obligation not to disclose shall continue after completion of the Program.

1. **DEFINITIVE AGREEMENTS**

The parties understand that the MOA is an expression of each Party’s desire and commitment to the undertakings aforementioned and the MOA does not impose financial commitment on either party. Before undertaking any collaborative program, activity or initiatives whether it will involve expense or transfer of funds, services or property, such program, activity or undertaking will require execution of separate definitive agreements and will be contingent upon the availability of appropriated funds.

1. **MISCELLANEOUS**

The parties hereby agree to execute the separate written agreements for the Professional Development and Knowledge Sharing Initiatives when deemed necessary with the respective USTP focal persons to clearly define the details of such collaborative agreements and to ensure compliance with all applicable laws and regulations.

1. **SEPARABILITY CLAUSE**

If, for any reason, any part of this Agreement is found to be invalid, contrary to law or otherwise rendered ineffective, the remainder hereof not affected shall remain in force and in effect.

1. **EFFECTIVITY CLAUSE**

This MOA shall take effect immediately upon signing, thereof and shall be in force and effect for a period of three (3) years subject to renewal by mutual agreement of the parties. Any party may terminate this MOA by giving prior written notice of at least 30 days to the other party.

1. **DISPUTE**

All claims and disputes relating to or arising out of this Agreement shall, as much as possible, be settled amicably by the parties before resorting to any judicial action. Should the parties fail to settle their disputes, the parties hereby agree that the Courts of Cagayan de Oro City shall be the exclusive venue of any or all actions or suits between the parties, to the exclusion of all other courts and venues.

**IN WITNESS WHEREOF**, the parties have hereunto empower and validate this Agreement by their signature below:

|  |  |
| --- | --- |
| **HEI** | **HTE** |
| University of Science and Technology of Southern Philippines (USTP) | NAME OF INDUSTRY |

by by

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

**AMBROSIO B. CULTURA II, PH.D. (NAME OF REPRESENTATIVE)**

President, USTP System DESIGNATION

SIGNED IN THE PRESENCE OF:

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

**GLORIMER L. CLARIN, ED. D. (NAME OF WITNESS OF HTE) Acting Campus Director Designation**

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES

CAGAYAN DE ORO CITY ) S.S

BEFORE ME, a NOTARY PUBLIC for and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Philippines this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_2024, personally appeared:

|  |  |  |
| --- | --- | --- |
| Name | Certified Evidence of Identity | Date and Place of Issue |
| AMBROSIO B. CULTURA II, Ph.D. |  |  |
|  |  |  |

Known to me and to me known to be the same persons who executed the foregoing MEMORANDUM OF AGREEMENT consisting of seven (7) pages, including the pages wherein this Acknowledgement is written, signed by the parties and their respective witnesses on each and every page hereof, and they acknowledged to me that the same is their free and voluntary act and deed, as well as those of the entities they respectively represent.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above written.

**NOTARY PUBLIC**

Doc. No. 

Page No. 

Book No.

Series of 2024