

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into on **March 8, 2023** by and between:

WESERV SYSTEMS INTERNATIONAL, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 11F, Two/NEO Building, 3rd Avenue corner 28th Street, Crescent Park West, Bonifacio Global City, Taguig City, represented herein by **MS. ARLENE L. GREGORIO**, Senior Vice-President and Head of Philippines GDC, who is duly authorized to represent it in this transaction, hereinafter referred to as **WESERV**.

-and-

Polytechnic University of the Philippines – Sta. Rosa Campus an educational institution duly organized and existing under the laws of the Philippines, with principal office address at Tiongco Subdivision, Brgy. Tagapo, Sta. Rosa City, Laguna, Philippines 4026, herein represented by **Dr. Leny V. Salmingo**, Branch Director, who is duly authorized to represent it in this transaction, hereinafter referred to as the **SCHOOL**.

WITNESSETH

WHEREAS, **WESERV**, a subsidiary of Fujitsu Philippines, Inc., is a full-service provider of sustainable, end-to-end business, IT infrastructure and services, with proven capability to provide outsourced services on a global scale, having a long history and exceptional record of accomplishment in infrastructure management, software, and quality assurance services.

WHEREAS, **WESERV**, who has a growing opportunity for its Information Technology and Japanese-skilled business operation, desires to partner with the **SCHOOL** under the **EMPLOYER-SCHOOL PARTNERSHIP PROGRAMS** to offer great career opportunities among the latter's talents who possess technical and Nihongo language skills by providing the necessary expertise and venue for practical, on-the-job, enterprise-based training, as well as job opportunities for the **SCHOOL's** alumni.

WHEREAS, the **SCHOOL**, with the objective of forging Industry-Academe Linkage to complement existing curricula to match industry demand, agrees to endorse their students and provide participants in the said Program and train in **WESERV**.

WHEREAS, **WESERV**, agrees to accept students of the **SCHOOL** as trainees in its various facilities in support of the **EMPLOYER-SCHOOL PARTNERSHIP PROGRAMS**.

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

I. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

A. Joint Responsibilities

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 the Memorandum of Agreement (MOA) are met.
3. Adhere to all laws, memorandums, and circulars.

B. Responsibilities of WESERV

1. Lend its expertise by providing career talks, seminars, and trainings to the students at the **SCHOOL**.
2. Screen, select and deploy to the different facilities and offices of **WESERV** students recommended by the **SCHOOL** to undergo *on-the-job* training for a minimum of 500 training hours or 62.5 working days.
3. Designate from among its employees an **Industry Supervisor** who will be assigned to monitor the following responsibilities:
 - a. Serve as mentor to the student-trainees;
 - b. Give the student-trainees course-related work assignments and expose them to learning experience on actual operations and management;
 - c. Expose the student-trainees to real situation problems and bottlenecks thus enabling them to analyze and apply scientific as well as empirical approach to the solution of problems; and
 - d. Arrange a conference with the Program Director when student-trainee problem arises.
4. Adhere to all regulations regarding laws and all rules and regulations pertaining to internship or learners' programs, as well as health and safety laws applicable to entities similarly situated.
5. Provide safety instruction throughout the internship period.
6. Accomplish the necessary forms required by the **SCHOOL** in connection with the internship of the student-trainees.
7. Evaluate students' performance in the program by accomplishing the provided evaluation tool.
8. Issue certificate of completion to student-trainees who successfully finish their training under the program.
9. Adopt and enforce rules that will govern the conduct of the program. Said rules shall be made known to the **SCHOOL** and the student-trainees before the start of the training.

C. Responsibilities of the SCHOOL

1. Assume full responsibility over the student during his/her internship.
2. Designate a Program Coordinator who will coordinate with **WESERV** regarding the various activities/requirements under this program.

3. Pre-select and recommend students who will undergo on-the-job training.
4. Submit to **WESERV**, the resume and all other documents required under this program, which shall serve as the basis of **WESERV** to screen, select and deploy specific students for internship.
5. Provide **WESERV** a signed Consent Form from the students' parents, when necessary and applicable.
6. Orient students about rules, proper attitudes, behavior, and work ethics inside the internship site, and ensure compliance therewith.
7. Provide **WESERV** an evaluation tool for the students' performance.
8. Monitor attendance, activities, and performance of students during the internship program in **WESERV**.
9. Monitor compatibility of job circumstances with the internship course requirements for the student's attainment of advanced standing in the program through regular interaction with the student-trainees and regular visit to the internship site.
10. Undertake insurance policy to cover accidental injuries to student-trainees.
11. Provide **WESERV** a Certificate of Participation in the program for whatever purpose it may serve.

II. EFFECTIVITY

This Agreement shall be effective immediately upon signing until March 8 2025, renewable upon mutual agreement by the parties. An intention for renewal of this agreement may be submitted by either party through formal notice within thirty (30) days before the expiration of this Agreement.

Notwithstanding, the parties may terminate this Agreement:

1. At any time, with or without cause, by providing at least (30) thirty days' written notice to the other party; and
2. If there is a material breach of the terms and conditions that warrant a cancellation of this Agreement. This is without prejudice to other legal remedies that the injured party may have against the breaching party.

III. LIABILITIES AND INDEMINIFICATION

1. In consideration for **WESERV** allowing the Students of the **SCHOOL** to participate in the Program, the **SCHOOL**, who shall include any teacher, personnel or any person affiliated with the **SCHOOL** in their personal or professional capacity, voluntarily assumes all risks of accidents, injury and damage brought about by the student's willful misconduct, fault or negligence to **WESERV** and hereby releases **WESERV**, its employees, agents and officers from every claim, liability and demand of any kind.
2. The **SCHOOL** shall defend, indemnify, and hold **WESERV**, its officers and employees harmless and shall answer for any claims, liabilities, losses, damages, costs or expenses, act or

omission, death or personal injury or loss or damage to the property of **WESERV** that are arising out of or in connection with the Program subject of this Agreement.

3. The **SCHOOL** shall be personally responsible for any illness or injury sustained, and any illness or injury sustained by others over the course of the Program subject of this Agreement due to the failure of the student to observe and follow **WESERV's** company policies, rules, regulations, and safety procedures. In this light, the **SCHOOL** shall hold **WESERV** free and harmless and shall waive any demand, claim or complaint, whatsoever arising from this Agreement.
4. The responsibilities under this Section shall continue to remain the responsibility of the students and the **SCHOOL** even after the termination of this Agreement if such losses or damages were incurred during the effectivity of this Agreement.

IV. INTELLECTUAL PROPERTY RIGHTS

1. Intellectual Property shall include any property defined as such by the Intellectual Property Code of the Philippines (R.A. No. 8293).
2. In the absence of any written consent from **WESERV**, the students cannot use any confidential information or data from **WESERV** to create intellectual property. All intellectual property rights developed by the student while the student is under the Program subject of this Agreement are hereby assigned to and vested in **WESERV**. This includes intellectual properties developed by the student while using the time, facilities, and materials of **WESERV**.
3. **WESERV**, at all times, owns and retains all rights to its own Intellectual Property.
4. All rights in any data, information, specifications, records, reports, techniques, methodologies, and drawings whether recorded on paper or in electronic form, and models, all resulting from performance of a project shall be the property of **WESERV**. Each trainee will assign copyright, patent rights and any other intellectual property rights in the same to **WESERV** and, at the cost of **WESERV**, to do all acts and sign all documents necessary to vest or more securely vest in **WESERV** the intellectual property rights and moral rights. The trainee, with the help of the **SCHOOL**, will execute all documents and do all things that are necessary or desirable to give effect to this section.

V. DATA PRIVACY

1. In case any personal data should be involved, **WESERV** shall process any personal data held in connection with this Agreement solely for the purpose of fulfilling its obligations under this Agreement.
2. The parties agree that the **SCHOOL** will be the Data Controller and **WESERV** will be the Data Processor. As data processor, **WESERV** shall only process personal data in strict accordance with the instructions of the **SCHOOL** and will ensure that all Personal Data will be protected in accordance with the standards imposed by Republic Act 10173 otherwise known as the Data Privacy Act of 2012 and its Implementing Rules and Regulations and other relevant laws.
3. In turn, the **SCHOOL** warrants that all personal information of the students submitted to **WESERV** is compliant with the applicable provisions of the Data Privacy laws and that it has obtained the necessary consent from the students. Moreover, the **SCHOOL** warrants that it has retained proof of the students' consent, and these may be provided to **WESERV** upon request.

VI. NON-DISCLOSURE

It is expressly understood by the students and the **SCHOOL** 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, technical matters, written notes, agreements, photographs, memoranda, drawings, specifications, designs, and other documents with confidential information that **WESERV** shall make available to them shall be for the sole purpose of student training.

All these matters disclosed or to be disclosed to the **SCHOOL** and its students by or on behalf of **WESERV** in connection with this agreement are classified as confidential in nature and proprietary to **WESERV**. The **SCHOOL** and each student, thus, hereby agrees to the obligations of confidentiality and undertakes to prevent transfer of such information by any of its members to any party outside of the Company.

The **SCHOOL** further agrees to take all reasonable and necessary steps to prevent disclosure of these confidential information to others and will not disclose the same to others without prior written consent from **WESERV**.

VII. OTHER PROVISIONS

1. There will be no employer-employee relationship between **WESERV** and the student-trainees of the **SCHOOL**.
2. Under no circumstances shall student-trainees of the **SCHOOL** look to **WESERV** as employer, partner, or agent. Neither student-trainees of the **SCHOOL** shall be entitled to any benefits accorded to company's employees, such as worker's compensation, vacation leave and among others. **WESERV** shall be responsible for providing, at its expense and in its name, licenses and permits usual or necessary for conducting the training.
3. The student-trainees will be personally responsible for any and all liabilities for damage to property or injury to third persons, which maybe occasioned by their intentional or negligent acts while in the course of their training.
4. The student trainees and the **SCHOOL** Program Coordinator shall abide with **WESERV** rules and regulations and comply with those imposed under the program; otherwise, they shall be excluded from further participation.
5. **WESERV** reserves the right to discontinue the *on-the-job* training of any student-trainee upon prior notice to the **SCHOOL**.
6. The **SCHOOL** may pull out any student-trainee from the program by giving five (5) days' written notice to **WESERV**.
7. Before the student shall be allowed to undergo the *on-the-job* training under this contract, the student, of legal age, shall execute a **waiver** renouncing and waiving any claim against **WESERV** and the **SCHOOL** for any personal injury or pecuniary loss that the students may sustain or suffer in the performance of their duties and functions while under the *on-the-job* training. Meanwhile, if the student is not of legal age, the said **waiver** should be signed by the student and parent or guardian. The **waiver** of the student-trainees shall be submitted to **WESERV** and the **SCHOOL** prior to the commencement of the training.

8. The **SCHOOL** shall make no assignment of any of its rights, duties, or obligations under this Agreement without **WESERV's** prior written consent, which consent may be withheld by the **WESERV** in its sole and absolute discretion.
9. **WESERV** reserves the right to discontinue the program for any reason whatsoever after sending a five (5) days' written notice to the **SCHOOL**.
10. Both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking.
11. Neither of the parties shall be liable in any way for the failure to observe or perform any provision of this agreement if such failure shall be caused by any law, rule or regulation of any constituted public authority or shall be due to any cause beyond the control of the party in default.
12. Should there be any disputes which remain unresolved, the **SCHOOL** and **WESERV** agree to seek relief in the proper courts of Taguig City only.

IN WITNESS WHEREOF, the parties hereof have signed this Agreement on this _____ day of _____ 2022 in _____ City.

**WESERV SYSTEMS INTERNATIONAL, INC.
(WESERV)**

**Polytechnic University of the Philippines –
Sta. Rosa Campus**

MS. ARLENE L. GREGORIO
Senior Vice-President and Head of Philippine
GDC

Dr. Leny V. Salmingo
Branch Director

Date:

Date:

SIGNED IN THE PRESENCE OF:

**WESERV SYSTEMS INTERNATIONAL, INC.
(WESERV)**

**Polytechnic University of the Philippines –
Sta. Rosa Campus**

MR. ARISTEO CATALUÑA
Head of Human Resources

Eva Villanueva
School Representative

Date:

Date:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
Taguig City } S.S.

BEFORE ME, a Notary Public for and the City of Taguig, Philippines, this ____ day of _____ 2022, personally appeared ARLENE L. GREGORIO for and on behalf of WeServ Systems International Inc., with SSS No. 33-0571278-6, who is known to me to be the same person who executed and signed the foregoing instrument and who acknowledged to me that the same are her free and voluntary act and deed.

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

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 2022.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
_____ } S.S.

BEFORE ME, a Notary Public for and the City of _____, Philippines, this ____day of _____ 2022, personally appeared _____ for and on behalf of _____, with ID No. _____, issued at _____ and valid until _____ who is known to me to be the same person who executed and signed the foregoing instrument and who acknowledged to me that the same are his/her free and voluntary act and deed.

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

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 2022.