



MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered into by and between:

BATANGAS STATE UNIVERSITY, an institution of higher learning, with address at Rizal Avenue, Batangas City, represented by its **University President, (NAME)** hereinafter referred to as the **First Party**;

-and-

(NAME OF COMPANY), a corporation duly organized and existing under the laws of the Republic of the Philippines, with address at (Company Address) represented herein by its **(Position/Designation), (NAME OF COMPANY REPRESENTATIVE)** and hereinafter referred to as **Second Party**:

WITNESSETH:

WHEREAS, the First Party is offering courses wherein the students are required to undergo on-the-job training or internship training, in order to be adequately exposed to actual industrial situation, thereby, augmenting formal schooling;

WHEREAS, the First Party proposes that its students be allowed to undergo internship or on-the-job training at the Second Party's facilities and offices, which proposal was accepted/approved by the latter, subject to terms and conditions provided for in this agreement;

WHEREAS, the Second Party agreed to accept students of First Party as interns or student trainees at its various facilities in support of the First Party's Internship Program or On-the-Job Training Program (hereinafter referred to as the "Program") and complement existing courses to match training demands;

NOW: THEREFORE, for and in consideration of the foregoing premises, the Parties hereby find themselves to undertake this Agreement, under the following terms and conditions:

Section I. Roles and Responsibility of the First Party:

1. Designate an OJT Coordinator who will supervise the Internship Program or OJT Training Program and coordinate with the Second Party's various activities in accordance with the attached training plan marked as Annex A and form part of this agreement;
2. Pre-select and recommend qualified students who will undergo the training taking into consideration the requirements of the Second Party in terms of qualification and number of interns or student trainees needed, it being understood that only students taking courses wherein internship or on-the-job training is an academic requirement can be recommended.
3. Submit to the Second Party the necessary documents including, the Notarized Parent's/Guardian's Consent Form for Internship Training, Student - Trainees' Personal History Statement or Resume, Performance Appraisal Report Form, Training Plan, Notarized Internship Agreement and copy of Insurance Certificates required under the Program, which shall serve as the basis of Second Party to screen, select and deploy specific student trainees for the Program.



4. Orient students about the rules, proper decorum, behavior and work ethics inside the Second Party's premises.
5. Monitor attendance, activities and performance of students during the Program:
6. Monitor compatibility of job circumstances with the course requirements for the student's attainment of advanced standing in the program through regular interaction with the student-interns or student trainees and regular visit to Second Party.

Section II. Roles and Responsibility of the Second Party

1. Screen, select, and deploy student-interns or student trainees to the different office and operating units of the Second Party.
2. Designate from among the employees a Training Supervisor who will be assigned with the following responsibilities:
 - a. Serve as mentor to the student-interns or OJT trainees:
 - b. Give the student-interns or student trainees course-related work assignment and expose them to learning experience on actual operations and management:
 - c. Expose the student-interns or 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 technical problems; and
 - d. Arrange a conference with the OJT Coordinator should a student-intern or student trainee problem arises;
3. Deploy the student-interns or student trainees to the different operating units of the Second Party for a fixed period which will depend upon the course taken by the student-intern or student trainee or based on the Training Plan (Annex A) and as agreed upon on a case to case basis by the Parties.
4. Adhere to all Philippine laws, rules and regulations pertaining to internship or on-the-job training program or learners programs, as well as health and safety laws applicable to entities similarly situated;
 - a. Provide safe training sites for student interns or student-trainees.
 - b. Provide safety instruction throughout the Training Period.
5. Agree to the following scheme: the student trainees of the University will undergo a five (5) days per week, eight (8) hours per day (Monday to Friday). The total required hours is in accordance with the stated number of hours in Annex A.
6. Shall comply and strictly follow the Training Manual or Plan ("Annex A") for the student trainee/intern specifying goals, knowledge, skills, attitudes and competencies that the student trainee should acquire in each learning area, assignments, and schedule of activities.
7. Accomplish the necessary forms required by the First Party in connection with the internship of the student-interns or on-the-job training of the student trainees;
8. Issue certificate of completion to student- interns or student trainees who successfully finish their training under the Internship Program or On-the-Job Training Program.



9. Adopt and enforce rules that will govern the conduct of the Program. Said rules shall be made known to the First Party and student-interns or student trainees before the start of the training.

Section III. Miscellaneous Provisions

1. It is expressly understood that there will be no labor-management relationship between the Second Party and the student-interns or student trainees of the First Party.
2. The student-interns or student trainees and the First Party shall abide by Second Party's rules and regulations and comply with those imposed for the Program; otherwise they shall be excluded from further participation.
3. The First Party and its students hereby undertake to prevent transfer of all information given to them or gained confidence by any of its members to any party outside of the Second Party consciously or unconsciously, either directly or indirectly, whether during or after the training, in any fashion, form or manner without the knowledge and written consent of the Second Party. The students hereby acknowledge this condition specifically after having read and affixed their individual signatures to the CONFIDENTIALITY AGREEMENT that will be provided by the Second Party to the students.
4. The students and parents concerned renounce and waive any claim against the First Party and the Second Party for any injury that the students may sustain or loss that they may suffer, in any form, whether personal or pecuniary arising from the fault or negligence of the students in the performance of their duties and functions while undergoing the Program. The Parent's/Guardian's Consent of the student-interns or OJT trainees and their respective parents (as may be necessary) shall be submitted to Second Party prior to commencement of the Training.
5. The First Party may pull out any student trainees from the Second Party's premises on reasonable grounds determined by the First Party after fifteen (15) days. Prior written notice is sent to the Second Party requesting such pull out.
6. That both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking. For this purpose, the parties shall execute and deliver such instruments and documents may be reasonably requested by the other party in order to fully carry out the intent and accomplish the purpose of this Agreement and the transaction covered hereby.
7. That 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 force majeure event or any cause beyond the control of the party in default.
8. In case one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality shall not affect any other provisions of this agreement. In such event, the parties shall consult each other as to the manner by which their original intention can be fulfilled as closely as possible and they will amend this agreement accordingly.

DURATION

This Agreement shall take effect immediately upon the signing hereof, and shall be valid for three (3) years, provided however, that any provision of this agreement may be amended by written consent of both parties herein, and provided further that the BatStateU or the (COMPANY NAME) reserves the right to withdraw its participation in the agreement upon written notice. The withdrawal shall take effect from 30 days after the receipt of such notice by either party.



Now, therefore, in case the student-trainee completes the Training, the Second Party is not obliged to hire, however, the Second Party has the option to hire if it so desires upon acceptance by the student-trainee.

IN WITNESS WHEREOF, the parties thereto, affix their signature this _____ day of _____ 20____, at _____, Philippines.

BATANGAS STATE UNIVERSITY

(COMPAN Y NAME)

By:

By:

NAME
University President

(NAME OF COMPANY REP.)
(POSITION/DESIGNATION)

SIGNED IN THE PRESENCE OF

NAME
Director, Student Affairs and Services

(OTHER COMPANY REP.)
(POSITION/DESIGNATION)

NAME
Asst. Director, OJT Office



ACKNOWLEDGEMENT

BEFORE ME, a Notary Public, this personally appeared the following persons with their Competent Proof of Identity, to wit:

Name	Competent Proof of Identity	ID Number
_____	_____	_____
_____	_____	_____

Known to me and to me known to be the same persons who executed this Agreement and they acknowledged to me that the same is their free and voluntarily act deed and that of the corporation or principal they respectively present.

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

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