



MEMORANDUM OF AGREEMENT STUDENT INTERNSHIP PROGRAM

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and executed this FEB 26 2024 day of _____ at Lipa City, Batangas by and between:

DE LA SALLE LIPA, INC., a non-stock, non-profit educational institution duly organized and existing under and by virtue of the Laws of the Republic of the Philippines, with office at 1962 JP Laurel National Highway, Mataas na Lupa, Lipa City, Batangas, represented herein by its **Engr. Cherrie F. Villafuerte** duly authorized for this purpose, hereinafter referred to as "**DLSL**";

and

Pixel8 Web Solutions & Consultancy Inc. with Address **Brgy 40 Cruzada, Legazpi City, Albay 4500** and is herein represented by its Authorized Representatives **Jinky Sanchez**, and hereinafter referred to as "**COMPANY**";

WITNESSETH:

That

WHEREAS, **DLSL** desires to provide students with an opportunity to complement their formal learning with practical knowledge, skills and to gain competitive skills and attitudes for employment;

WHEREAS, the **COMPANY** agrees to accept students of **DLSL** as trainees and provide them with wide varieties of work assignments and exposures which are related to the current application of appropriate knowledge and skills;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereto agree and do hereby mutually bind themselves as follows:

A. **DE LA SALLE LIPA, INC. (DLSL)** shall:

1. Be responsible for conducting the preliminary screening of the Trainee who intend to engage in practicum in the Company as part of the school curriculum;
2. Provide the Trainee with the basic orientation on work values, behavior and discipline to ensure smooth operation and cooperation with the Company;
3. Issue an official endorsement letter for the well-being of the Trainee that shall be used by the Company for processing the application of the Trainee;
4. Designate a Teacher- in- Charge who shall be responsible for the following:
 - 4.1 Set a meeting with the Trainee to:
 - 4.1.1 Receive feedbacks regarding the professional practicum experience;
 - 4.1.2 Provide guidance on tasks and projects;
 - 4.1.3 Discuss insights and observations obtained while at the practicum site;

- 4.1.4 Exchange information related to one's professional discipline and interests;
- 4.1.5 Express training concerns; and
- 4.1.6 Share work related concerns connected to one's integration of faith and work

4.2 Have communication with the Company to confer with the assigned Practicum Supervisor regarding the performance of the Trainee, and this can be done through:

- 4.2.1 Regular phone checking; and

- 5. Voluntarily withdraw a Trainee who is found to misbehave and/ or act in defiance to existing standards, rules and regulations of the Company and impose necessary school sanctions to the said Trainee.

B. The Company shall;

- 1. Provide the **Trainee** orientation and training on the areas pertinent to his/her line of specialization, and;
 - 1.1 Provide the **Trainee** with wide varieties of work assignments and exposures which are related to the current application of appropriate knowledge and skills;
- 2. Provide the **Trainee** Practicum Supervisor who shall;
 - 2.1 Evaluate the performance of the **Trainee** upon completion of the training, by accomplishing the following forms:
 - 3.1.1 Performance Evaluation Form
 - 3.1.2 Employment Readiness Index Survey
 - 2.2 Provide the **Trainee** with a Certificate of Completion and Daily Time Record, upon completion of the required number of training hours.
 - 2.3 Report to **DE LA SALLE LIPA, INC.** Teacher-in-Charge any concern regarding the Trainee;
- 3. Accord adequate protection given to the **Trainee** in accordance with the Labor code and other existing laws, rules and regulations;
- 4. Not be liable for any loss or injury sustained by the **Trainee** inside the premises provided the requisite amount of diligence is observed by the Company;
- 5. Not be obliged to employ any **Trainee** upon completion of the training but may also do so based on such reasonable terms and conditions that it may set;

C. Under this Memorandum of Agreement, the following terms and conditions are likewise included:

- 1. There is no employee-employer relationship existing between the **Company** and the **Trainee** during the duration of the Practicum Program.
- 2. The **Trainee** shall conform to all rules and regulations of the **Company** while on training;
- 3. The **Trainee** and also the **Company** shall not divulge any information that he/ she / it may have access to, and as such information will only be used for academic purposes;
- 4. The **Trainee** shall be allowed to Work from Home (WFH) in case COVID 19 alert level is elevated to alert level 3, 4 and 5 and the **COMPANY** agrees that all activities shall be done online.

D. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND DATA PRIVACY

DLSL and the **Company** continue to own and control their respective intellectual property, which they created independently and/or owned prior to the validity of the MOA. The Student cannot use any confidential information or data from the **Company** to create intellectual property without the express written approval of the **Company**;

Any intellectual property independently created by the **Trainee** during the period covered by the internship plan shall be exclusively owned by the **Trainee**.

Should the **Company** provide financial support for the creation of such intellectual property, the ownership of the intellectual property shall be subject to another agreement. In these cases, the **Company** and the **Trainee** are bound to inform **DLSL** through Intellectual Property and Technology and Transfer Office (Email: iptto@dls.edu.ph) for guidance and documentation.

In case the **Trainee** jointly creates intellectual property with a person connected with the **Company**, the intellectual property shall belong to such actual contribution made for its creation;

In all instances, the **Company** shall grant proper attribution to the **Trainee** for original works of authorship, patentable inventions, and designs originally developed by the **Trainee** in the **Company**. By entering into a MOA with **DLSL**, the **Company** commits not to tolerate acts of plagiarism and/or intellectual property infringement by any of its officers, employees or agents, against the work of the **Trainee**.

At any time during the implementation of the internship program, the **Trainee** and/or the Internship Coordinator is/are free to consult the **DLSL** Intellectual Property and Technology and Transfer Office for any questions or concerns related to the interpretation or implementation of the intellectual property provisions in the MOA and the Internship Agreement signed by the **Trainee**. Email may be sent to iptto@dls.edu.ph

In all cases in which, as a consequence of and in application of the MOA laid down herein, one Party considers it necessary to use the logotypes of the other Party, it must ask the other Party's permission. In the case of **DLSL**, it will be coursed through the Internship Coordinator and approved by the Intellectual Property and Technology and Transfer Office. The "Trademark Use Request Form" shall be accomplished to request for authorization to use logotypes. Request shall specify and contain the corresponding application (graphic, electronic or any other format), the type of use for which it is being requested and period of validity.

The **Company** agrees to allow the **Trainee** to submit requirements for the internship course that may contain data and information from the **Company** for grading purposes.

DLSL agrees to keep in confidence and not to disclose any confidential or non-public information of the **Company** without a written consent from the **Company**.

All parties shall comply with the Data Privacy Act of 2012, its Implementing Rules and Regulations and other related issuances, with regard to personal data it mutually receives in relation to this MOA. Each Party shall take appropriate technical, physical and organizational security measure, to protect personal data against accidental, unlawful destruction, loss, alteration, unauthorized disclosure, access and/or unlawful processing. Both parties shall advise immediately of any data breach not later than twenty-four (24) hours upon knowledge of such breach.

Personal data disclosed by **DLSL** and/or **Trainee** to the **Company** shall not be shared with third parties and/or sold and/or used for purpose other than for this MOA without the written permission/consent of **DLSL** or the **Trainee**.

E. SEVERANCE

If any provision of the AGREEMENT or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or not enforceable only to that extent and no further.

F. CONFIDENTIALITY

The AGREEMENT, as well as its terms and conditions herein shall be held in strict confidence and that no portion or part thereof may be reproduced or be revealed to any personnel or entity other than the signatories herein or their authorized representative.

G. SEPARABILITY

The invalidity or unenforceability of any provision of the AGREEMENT shall not affect or impair other provisions that are otherwise valid, binding and effective.

H. GOVERNING LAW AND ARBITRATION

The AGREEMENT shall be governed by and construed according to the laws of the Republic of the Philippines.

I. ENTIRE AGREEMENT

The AGREEMENT constitutes the entire agreement between the parties, their successors and assignees. Any and all matters or things that the parties may have agreed, but have not reduced in writing herein, shall be void and ineffective.

J. DURATION

This Memorandum of Agreement shall take effect immediately after signing hereof and shall continue thereafter, provided however that any provision of this Agreement may be amended by written consent of both parties herein and provided further that the Company and DE LA SALLE LIPA, INC. reserves the right to withdraw its participation in the agreement upon written notice.

IN WITNESS WHEREOF, the Parties hereto and their principal witnesses hereby set their hands on this document on the FEB 26 2024, 2023 at

LIPA CITY

DE LA SALLE LIPA, INC.

By:

Name
Position

Engr. Cherrie Villafuerte
Dean, CITE

Pixel8 Web Solutions & Consultancy Inc

By:

Name
Position

JINKY SANCHEZ
HR/Admin Assistant

Signed in the Presence of:

Mr. Rodante Chavez
Program Chair, CITE - IT Dept

Name and Position

ELIZAFE ALMAYDA
Bookkeeper

Name and Position

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
LIPA CITY) S.S.

BEFORE ME, a Notary Public for and in LIPA CITY on this ____ day of
FEB 26 2024, 2024 personally appeared the following:

NAME
JINKY SANCHEZ

VALID ID NO.
TIN 741-288-546

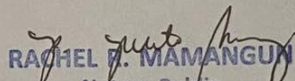
ISSUED AT / ON
July 29, 2022/ Legazpi City

Both known to me and to me known to be the same persons who executed the foregoing instrument on behalf of the companies they are representing, and they acknowledged to me that the same is their own free voluntary act and deed.

This instrument relates to a "_____" signed
by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL.

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Book No. XIX
Series of 2024


RACHEL M. MAMANGUN
Notary Public
Until December 31, 2024
PTR No. 6453588, 1-02-2024, Lipa City
IBP No. 328416, 12-14-2023, Bats.
Roll of Atty. No. 46925
MCLE VII 0016275, 4-25-2022