



COMPANY
LOGO

MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Agreement is executed and entered into by and between:

<COMPANY NAME>, a <legal personality of the corporation/organization> duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at <COMPANY Address>, represented herein by its <HEAD Position>, <HEAD NAME>, who is duly authorized to represent the Corporation/Organization in this Agreement, hereinafter referred to as “<COMPANY ABBR>,”

- and -

UNIVERSITY OF THE PHILIPPINES, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as “The University of the Philippines Charter of 2008” through its constituent university in Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City 1101, Philippines, represented herein by its Chancellor, **FIDEL R. NEMENZO, D.Sc.**, hereinafter referred to as the “**UNIVERSITY**”.

WITNESSETH: THAT-

WHEREAS, the **UNIVERSITY** offers academic courses wherein its students undergo on-the-job training, internship, or office practice as a requirement for graduation and to expose them to actual office/work situations, thereby augmenting their formal education;

WHEREAS, the **UNIVERSITY** has established a Training or Internship Program in accordance with existing laws, and the prevailing requirements of the Commission on Higher Education (CHED), wherein students pursuing all courses that undergo on-the-job training at various company facilities and offices as part of its effort to provide training opportunities to students required by the University to undergo actual office practice, internship, or on-the-job exposure as prerequisite for graduation or completion of the enrolled academic, technical or vocational courses;

WHEREAS, the **UNIVERSITY** proposes that its students be allowed to undergo office practice, internship or on-the-job training under <**COMPANY ABBR**>, which proposal was accepted/approved by the latter, subject to the terms and conditions provided for in this Memorandum of Agreement, hereinafter referred to as the **Agreement**, and the applicable laws and CHED circulars, memoranda, rules, and regulations;

WHEREAS, the <**COMPANY ABBR**> and the **UNIVERSITY**, through the <**Name of College**> (<**COLLEGE ABBR**>), have agreed to launch an internship/practicum program, hereinafter referred to as the **Program**;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed, by these presents, to be bound by the following terms and conditions, to wit:

1. RESPONSIBILITIES OF THE <COMPANY ABBR>

The <COMPANY ABBR> shall:

- a. Designate its Host Internship Supervisor(s) (IS) who will coordinate with <**COLLEGE ABBR**>'s Internship Coordinator(s)/Faculty-In-Charge (FIC) in jointly defining practical and related works along the student interns' area of specialization and serve as guides to the respective student interns;
- b. Provide the daily schedule of activities of the student interns for the entire duration of the **Program**. The schedule must be submitted for approval to the <**COLLEGE ABBR**> at least two (2) weeks before the intended start of the internship. All approved internship activities during the COVID-19 pandemic, may be performed under a work-from-home arrangement and/or face-to-face internship training as mutually determined by <**COMPANY ABBR**> and the **UNIVERSITY**;
- c. Conduct an orientation for the student interns about <**COMPANY ABBR**>'s rules and regulations, safety protocols, existing Code of Conduct, and policies governing the **Program** before the start of the internship. A copy of said rules and regulations shall be submitted to <**COLLEGE ABBR**> and its students before the start of the orientation;
- d. Provide materials and tools necessary to ensure safety of the student interns while fulfilling their tasks for the **Program**, including the required uniforms, safety shoes, and other personal protective equipment, if necessary;
- e. Ensure that the student interns engage in the approved activities for at most eight (8) hours per day to reach the maximum of <three hundred twenty (320) hours> for the duration of the **Program**;
- f. Provide daily allowance of at least 75% of the minimum wage to the student interns at the time of the internship where applicable;
- g. In cases where the student interns need to go on field, the <**COMPANY ABBR**> shall provide transportation at a pre-agreed schedule and timetable;
- h. In case of emergency, free medical check-up (c/o the <**COMPANY ABBR**> clinic) and initial dose of needed medicine;

- i. Accomplish the necessary forms required by <COLLEGE ABBR> (e.g., Internship Evaluation Report) to monitor, supervise, and evaluate the performance of student interns in connection with the assigned activities for the duration of the **Program**; and
- j. Issue Certificates of Completion to the student interns upon fulfillment of all internship activities and tasks.

2. RESPONSIBILITIES OF THE UNIVERSITY

The **UNIVERSITY**, through its <COLLEGE ABBR> shall:

- a. Recommend to <COMPANY ABBR> a list of highly qualified students who are willing to undergo the **Program** at the <COMPANY ABBR>, taking into consideration the requirements of the **Program** and of <COMPANY ABBR> in terms of qualifications and number of students required;
- b. Designate the Internship Coordinator(s)/Faculty-In-Charge (FIC) for the students for the duration of the **Program**. The Internship Coordinator (s)/Faculty-In-Charge (FIC) shall be selected from the faculty of the <COLLEGE ABBR> and shall review and approve the daily schedule proposed by the <COMPANY ABBR>.
- c. Submit to <COMPANY ABBR> the documents required for the **Program** (e.g. Letter of Recommendation for Student Internship) prior to the commencement of the **Program**.
- d. Orient student interns and their parents/guardians about the rules and regulations, proper attitudes, and behavior, particularly towards his/her work and his/her co-workers as stipulated in Section 1.c above;
- e. Closely monitor the attendance/activities, and performance of the student interns;
- f. Ensure that the Internship Coordinator(s)/Faculty-In-Charge (FIC) will evaluate and assess the activities of the student interns at the end of the **Program**;
- g. Ensure the submission of a Final Written Report to HTE, reviewed and endorsed by the Internship Coordinator(s)/Faculty-In-Charge (FIC), seven (7) days after the completion of engagement.

3. GENERAL CONDITIONS

It is further agreed that:

- a. There will be no employer-employee relationship between <COMPANY ABBR> and the student interns of the <COLLEGE ABBR>;
- b. The student interns shall abide by the <COMPANY ABBR>'s rules and regulations and comply with those stipulated for the **Program**; otherwise and upon observance of due process, the student may be excluded from further participation in the **Program**;
- c. The student interns will be personally responsible for any and all liabilities for damage to property or injury to third persons, which may be occasioned by their intentional or negligent acts while in the course of

their training. The **UNIVERSITY** and/or **<COLLEGE ABBR>** shall not be held liable for damages which may be caused to **<COMPANY ABBR>** property due to the student interns' intentional, unintentional, deliberate, or negligent acts;

- d. **<COLLEGE ABBR>** may, on reasonable grounds, pull out any student interns from the **Program** upon prior written notice to **<COMPANY ABBR>**; and
- e. The **UNIVERSITY** and **<COMPANY ABBR>** agree that in case of any incident that may arise as a result of the student interns' internship in **<COMPANY ABBR>**, the parties agree to create a panel to investigate the circumstances of the incident. One (1) member of the panel shall be selected by each party, and the third member will be jointly selected by both parties. Responsibility for the damages and/or injuries shall be taken on a case-to-case basis based on the findings of the panel.

4. INTELLECTUAL PROPERTY RIGHTS

Any intellectual property rights arising from the Agreement shall be governed by the Intellectual Property Code and other applicable laws. Both the **UNIVERSITY** and **<COMPANY ABBR>** agree that, in the event of patent rights, copyrights or other intellectual property rights arising from the Agreement, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property. Both Parties shall seek an equitable and fair understanding as to the ownership and other property interests that may arise, the terms of which shall then be contained in a separate agreement. This understanding shall be based on the laws, rules and guidelines implemented by each party.

5. CONFIDENTIALITY

- a. Confidential information shall mean any and all information given, received, volunteered, offered, or acquired by and from the parties in writing, in drawings, or in any other way, in the course of, or arising out of, the implementation of the **Program**, that is specified by the Disclosing Party as "**Confidential**" in nature.
- b. Confidential information is not part of public knowledge or literature, and shall be kept in strictest confidence by the parties, and shall not in any way, and at any time, be published, communicated, divulged, or disclosed.
- c. The Parties shall not use or cause to be used any Confidential Information for any purpose other than the conduct of the **Program**, and as such, any of the parties shall not, unless with prior written consent of the other:
 - i. Reproduce, copy, or use any confidential information;
 - ii. Disclose to, place at the disposal of, or use on behalf of any third party, or enable any third party to peruse, copy, or use any confidential information.
- d. Both Parties shall implement all reasonable security measures to maintain the confidentiality of all confidential information exchanged between the parties during the term of this Agreement.
- e. This confidentiality clause shall continue for the duration of this Agreement and for an additional two (2) years after the termination of this

Agreement. The management of all confidential information and documents after these additional two (2) years shall be agreed upon by both Parties prior to the termination of the Agreement.

6. PERSONAL DATA PROTECTION

Each Party shall abide by the provisions of Republic Act No. 10173 (Data Privacy Act of 2012) and all other applicable laws and regulations in processing personal and sensitive personal information and in performing and carrying out its obligations under this Agreement.

All personal information or sensitive personal information as defined under the Data Privacy Act of 2012 shall be used solely and exclusively for the purpose of implementing this Agreement.

The Parties shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of personal information and sensitive personal information that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person under its authority shall hold said information under strict confidentiality at all times.

7. TERMINATION

The Parties shall have the right to pre-terminate this Agreement. They must serve a written notice of their intent to terminate to the other party at least thirty (30) days prior to the intended date of termination.

Any pre-termination of this Agreement shall be without prejudice to completion of the internship of student interns undergoing training as of date of termination.

8. DISPUTE RESOLUTION

In the event of a dispute between the parties regarding this Agreement, both parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute. Alternative methods of dispute resolution shall be exhausted before resorting to court litigation. Should the Parties fail to reach an amicable settlement of the dispute, the same shall be submitted to arbitration in accordance with Republic Act No. 9285, otherwise known as “Alternative Dispute Resolution Act of 2004”. Should the dispute between the Parties reach the courts of the law, the parties agree that the competent courts of Quezon City shall be the exclusive venue, to the exclusion of all other courts or tribunals.

9. MODIFICATION

Any modification to the provisions and stipulations of this **Agreement** shall take effect through a written document duly signed by the parties herein.

10. COMPLIANCE IN GOOD FAITH

The parties to this **Agreement** hereby bind themselves to exercise utmost good faith in the performance of their duties.

11. ASSIGNMENT

This **Agreement** and all rights and obligations hereunder shall not be assigned by either party without the prior written consent of the other party.

12. SEVERABILITY

The invalidity or unenforceability of any provision of the **Agreement** shall not affect or impair other provisions that are otherwise valid, binding and effective. The parties will use their reasonable efforts to substitute one or more valid and enforceable provisions which, insofar as practicable, implement the purposes and intent thereof.

13. EFFECTIVITY

This **Agreement** shall take effect upon signing by both parties and shall remain in full force and effect for <NUMBER (<CARDINAL>) YEARS> . It shall be reviewed on a year-to-year basis unless either party gives notice of its intention to terminate this **Agreement** at least thirty (30) days before the intended termination date.

IN WITNESS WHEREOF, the parties thereto, affix their signatures, this ____ day
of _____ 2023 at _____.

<COMPANY_NAME>

**UNIVERSITY OF THE
PHILIPPINES**

By:

By:

<HEAD NAME>
<HEAD Position>

FIDEL R. NEMENZO, D.Sc.
Chancellor

Signed in the presence of:

<NAME WITNESS>
<Designation Witness>
<COMPANY ABBR>

<NAME OF COLLEGE DEAN>
Dean, Name of College

ACKNOWLEDGMENT

(REPUBLIC OF THE PHILIPPINES)
() S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction this ____ day of _____ 2023, the following personally appeared:

<NAME>

With Government-issued Identification No.:

Issued on _____

Issued at _____

<NAME>

With Government-issued Identification No.:

Issued on _____

Issued at _____

Known to me and by me known to be the same persons who executed the foregoing instrument, and who declared, acknowledged and swore before me that the foregoing is their free and voluntary act and deed and that of the entities herein represented.

This instrument refers to a Memorandum of Agreement between <Company> and the University of the Philippines consisting of <number (cardinal number) of pages> pages including this Acknowledgment page, and signed by the parties and their witnesses.

WITNESS MY HAND AND NOTARIAL SEAL, I have hereunto set my hand this date and the place first above written.

Doc. No. _____:

Page No. _____:

Book No. _____:

Series of 2023