

MEMORANDUM OF AGREEMENT

Know All Men By These Presents:

This MEMORANDUM OF AGREEMENT (hereinafter “MOA”) is made and entered into by and between:

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a government educational institution organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at Anonas St., Sta. Mesa, Manila, duly represented by Vice President for Academic Affairs, **DR. EMANUEL C. DE GUZMAN**, hereinafter referred to as the “**UNIVERSITY**”;

-and-

<COMPANY/INSTITUTION>, a **<sole proprietorship/partnership/corporation/government agency>** duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at **<Address>**, duly represented by its **HR Manager, JUAN DELA CRUZ**, hereinafter referred to as the “**Host Training Establishment**” or “**HTE**”.

The **UNIVERSITY** and the **HTE** shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, the **UNIVERSITY** has established an Internship Program as part of its curriculum. The program is designed to supplement the learnings and to train students to become competitive and technologically innovative professionals through actual exposure to a professional workplace;

WHEREAS, the **HTE** supports this program and is willing to give the students of the **UNIVERSITY** course-related work assignments and expose them to actual learning experiences;

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

1. **Scope.** This MOA governs the Internship Program (“Program”) jointly pursued by the Parties in accordance with CHED Memorandum Order No. 104, Series of 2017. Internship refers to the practical application of classroom learning to an actual work environment. It is synonymous to Practicum, Field Practice, or On-the-Job Training; it is not synonymous to Apprenticeship and Learnership.
2. **Term.** This MOA shall take effect **on the date of signing by both parties and shall continue to be in force for three (3) years unless earlier terminated for just cause**, by either Party, as provided herein. The three-year period shall be applicable to cover prospective student interns who may likewise be required to undergo an internship with the HTE during the effectivity of this MOA.
3. **Duties and Responsibilities of the University.** The University commits to:
 - a. Formulate internship policies and guidelines on the selection, placement, monitoring, and assessment of student interns;
 - b. Collaborate with the HTE in developing an **Internship Plan** which sets out the goals and objectives, knowledge, skills, assignments, and schedule of activities of the Program in order to ensure that the student interns will acquire actual and relevant competencies in each learning area and assignment;

- c. Ensure the acceptability of the Internship Plan and internship venue to protect the student intern's interests;
- d. Provide free medical and dental services and certification by a duly licensed medical doctor and dentist to the student interns;
- e. Provide the appropriate insurance coverage to the student interns during the duration of the internship;
- f. Designate an OJT Coordinator for the internship program who shall be responsible for the following:
 - i. Conduct, as a prerequisite to deployment, pre-internship orientation/training to the student interns on work environment issues, including but not limited to proper work ethics and laws against sexual harassment;
 - ii. Inspect internship venues and sites when necessary;
 - iii. Monitor and assess the student interns periodically;
 - iv. Coach or mentor the student interns;
 - v. Consult and assist the student interns in resolving their needs, concerns, and problems or issues encountered;
 - vi. Validate the result of the internship at the end of the internship period; and
 - vii. Such other tasks as instructed by the College/University.
- g. Monitor and evaluate the performance of the student interns jointly with the HTE based on the Internship Plan;
- h. Provide feedback to the HTE on the overall implementation of the internship, including a post-training review;
- i. Safeguard student interns undergoing internship from harassment, exploitation, deplorable training conditions, and such other conditions that contravene or defeat the purpose of the internship;
- j. Take appropriate action on any complaint against the student intern in accordance with the University's policies;
- k. Establish a Grievance Committee composed of the University Legal Counsel Office (ULCO), OJT Coordinator, and Dean and/or representative of the Department with jurisdiction over the student interns, and a representative of the HTE. The Grievance Committee has the responsibility to resolve a complaint by an aggrieved party or settle differences in case of violation of the training agreement;
- l. Issue a final grade to the student interns upon completion of requirements within the prescribed period in accordance with the University's regulations on grading system and performance assessment; and
- m. Comply with the reporting and other requirements of CHED Memorandum Order No. 104, s. 2017.

4. Duties and Responsibilities of the HTE. The HTE commits itself to:

- a. Accept for internship such number of students of the University consistent with the requirements of the University;
- b. Enter into an **Internship Agreement** with each student intern. Each duly executed Internship Agreement shall form an integral part of this MOA;
- c. Orient the student interns on the standard policies, rules, and regulations of the HTE before the signing of the Internship Contract;
- d. Develop and implement an **Internship Plan**, in collaboration with the University;
- e. Ensure that the internship shall be for a maximum of eight (8) hours per day, between 8:00 am to 5:00 pm, Mondays to Fridays only;
- f. Guarantee that the student intern shall not be subject to mandatory overtime (OT) nor be required to work during holidays;
- g. Adjust the modality of the internship program (e.g., from onsite to online or vice versa) as the circumstances may warrant subject to the prior written agreement of the University;
- h. Provide the student interns with supervised practical training and work experience in accordance with the Internship Plan;
- i. Ensure that the student interns do not perform tasks and duties of regular positions in the HTE;
- j. Appoint a Supervisor to serve as the focal person responsible for the implementation of all the phases of the Program;
- k. Provide the student interns with adequate facilities as needed to enable them to perform their duties;
- l. Protect the student interns from physical or moral danger to the extent possible;

- m. Provide monitoring and evaluation reports on the student interns' performance and feedback to the University on the overall implementation of the Program;
- n. Allow the University's OJT Coordinator to visit/inspect the HTE's internship site to ensure the safety of the student interns; and
- o. Issue within ten (10) working days from the end of the internship period a Certificate of Completion, duly accomplished evaluation sheet, and other pertinent reports, information, and/or documents for purposes of describing the student interns' performance.

5. Warranties and Representations of the Parties. The Parties represent and warrant that:

- a. They are duly registered with the appropriate government agency/agencies and have the power to enter into this MOA;
- b. Their respective signatories are duly authorized to sign and execute this MOA;
- c. The execution of this MOA does not breach any of their respective obligations and contracts; and
- d. They adhere to all laws, issuances, and regulations regarding the workplace and internship programs, as well as health and safety issuances ensuring protection from physical, emotional, and other forms of risk to one's safety, privacy, security, and well-being.

6. Force majeure. No Party shall be liable to the other Party in the event that it is unable to perform an obligation under this MOA because of any cause outside of its reasonable control, including acts of God and force majeure.

7. Termination. This MOA may be terminated by either Party after thirty (30) days prior written notice to the other Party on the ground that either Party violated the foregoing covenants and such violation cannot be addressed by the appropriate corrective measures.

This MOA may be terminated at any time upon the written agreement of the Parties.

8. Miscellaneous Provisions

- a. The OJT Coordinator/Faculty Adviser shall determine the duration of the internship and shall inform the HTE of the same through an endorsement letter.
- b. In case the HTE has integrated emerging remote work modalities including online options in the internship program, the equivalent hours shall be included in reckoning the total internship hours.
- c. The student interns shall be personally responsible for any and all liabilities, injury to him/herself, or property or persons attributable to his/her own fault or negligence while in the course of his/her training. In this light, the student interns shall hold the HTE free and harmless from any demand, claim, or complaint, whatsoever arising from this training agreement, except in cases of negligence, malicious acts, and criminal acts by any of the officers, employees, or agents of the HTE.
- d. This MOA does not constitute any transfer of intellectual property. All intellectual properties owned by the Parties the use of which they may respectively contribute to the pursuit of this MOA shall remain their respective properties.
- e. All intellectual properties developed, made, performed or outputted by the student intern as part of his or her regular internship duties/tasks with HTE and their corresponding copyrights, patents, etc. shall belong to the HTE.
- f. Intellectual properties developed by the student intern outside of his regular internship duties in the HTE and their corresponding copyrights, patents, etc. shall belong to the student intern, even if the student used the time facilities, materials of the HTE, unless otherwise stipulated in a separate agreement between the student, his or her parents/guardian, and the HTE.
- g. The above provisions shall apply in proportion to the intellectual properties developed by a student intern in case said intellectual property is jointly developed by the student intern with an employee or personnel of the HTE, unless otherwise stipulated in a separate agreement between the student, his or her parents/guardian, and the HTE.
- h. Nothing in this Contract shall be construed as constituting or evidencing a contract of employment or partnership between the Parties.

- i. Any activity that involves processing of personal data shall comply with the Data Privacy Act of 2012 (or Republic Act No. 10173), its Implementing Rules and Regulations, and other applicable laws and administrative issuances. The parties shall perform any or all actions necessary to facilitate such processing of personal data, including the execution of contracts, securing of consent, and other similar or related acts.
- j. The Parties warrant that they shall comply with all their duties under Republic Act No. 11313, or the Safe Spaces Act, and other related laws, rules, and administrative issuances including, but not limited to, the establishment of an independent internal mechanism or a Committee on Decorum and Investigation and the adoption of a code of conduct prohibiting sexual harassment, describing the procedures of the internal mechanism or CODI, and stating the imposable sanctions. Each Party further warrants that should it receive a complaint or report of sexual harassment, or should it have knowledge or reasonably know about a possible or impending act/s of sexual harassment by its officers, personnel, employees, agents, authorized representatives, or students (as may be applicable) against the officers, personnel, employees, agents, authorized representatives, or students (as may be applicable) of the other Party, the former Party shall immediately investigate the matter and take the appropriate steps to resolve the situation, eliminate the same act/s, prevent their recurrence, and address their effects.
- k. The invalidity or unenforceability of any provision of this MOA shall not affect or impair other provisions that are otherwise valid, binding, and effective.
- l. Any dispute arising from this MOA shall be resolved amicably between the Parties, and only upon failure of amicable settlement may either Party bring the dispute before the appropriate court or tribunal of competent jurisdiction.
- m. This MOA shall be governed by and construed according to the laws of the Republic of the Philippines.
- n. This MOA may be signed in separate but identical copies. Each copy originally signed by the authorized signatory of a Party, together with the other originally signed counterparts, shall constitute an entire agreement.
- o. Each party shall bear the cost of notarization pertaining to their respective authorized signatories in this MOA and in the Internship Contract to be executed between the Company and the student interns.

IN WITNESS WHEREOF, the parties hereby affix their signatures this ____ day of _____, 20__ at _____, Philippines.

**POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES**

<NAME OF HTE>

By:

By:

DR. EMANUEL C. DE GUZMAN
Vice President for Academic Affairs

JUAN DELA CRUZ
HR Manager

SIGNED IN THE PRESENCE OF:

DR. RUDOLF ANTHONY A. LACERNA
Executive Director, Open University System

<Name of witness of the HTE>
<Position>

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____) S.S.

BEFORE ME, a Notary Public, for and in the City of _____, this _____ day
of _____, 20____, personally appeared:

	Valid Proof of Identity	Issued at/on
DR. EMANUEL C. DE GUZMAN	_____	_____
JUAN DELA CRUZ	_____	_____

known to me to be the same persons who executed this instrument and acknowledged the
same to me as their free and voluntary act and deed, and of the entities they respectively
represent.

This document consists of five (5) pages including the page where this Acknowledgment
is written, and the parties signed at the left margin of each and every page hereof.

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

Notary Public

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