**MEMORANDUM OF AGREEMENT**

*(INSTITUTIONAL OJT-MOA)*

 This *Memorandum of Agreement* (hereinafter “Agreement”) is made and entered into on <day> <month> 20\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_, Philippines by and between:

**DE LA SALLE UNIVERSITY,** an educational institution duly organized under the existing laws of the Republic of the Philippines with address at 2401 Taft Avenue, City of Manila, duly represented by its **Vice Chancellor for Academics**, <**Name of Authorized Rep>**, hereinafter referred to as “***DLSU*** ”;

*-and-*

**<Company/Institution>**, a <partnership/corporation/government agency> entity 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 <**Position**>, <**Name of Authorized Rep>**, and hereinafter referred to as “***Host Training Establishment or HTE***”;

 [Collectively referred to as “Parties” and individually as “Party” wherein notices and general matters may be delivered to by hand, registered mail, or other acceptable means]

***Recitals:***

**WHEREAS**, **DLSU** instituted an internship program as part of the curriculum for its students in order to provide them with adequate experience in actual industry work operations and to augment their formal education;

**WHEREAS**, the **HTE**, in its desire to enhance the training and development of more and more professionals, has agreed to provide support to the students of **DLSU** in the form of training on the operations and latest developments in its industry; and

**NOW, therefore**, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

**section I**

***Responsibilities of DLSU***

1. **DLSU** shall provide the **Student-Interns** with the basic orientation on work values, behavior and discipline to ensure due cooperation with the **HTE** and shall issue an official endorsement vouching for the credentials of the **Student-Interns** that shall be used by the **HTE** for processing the application of the **Student-Interns**;
2. **DLSU** shall closely monitor the **Student-Interns** through their respectively designated *Internship Coordinators* to help ensure that the **Student-Interns** conduct themselves in line with the **HTE’s** policies and finish their assigned tasks pursuant to the *Internship Plan*;
3. **DLSU** shall voluntarily withdraw a student-trainee who is found to misbehave and/or act in defiance to existing standards, rules, and regulations of the **HTE** and impose necessary **DLSU** sanctions to the said student; and
4. **DLSU** shall recommend students who are eligible to undergo the its internship program subject to the final selection/acceptance by **HTE** and provide for the corresponding insurance for the **Student-Interns** pursuant to existing policies.

**section II**

***Responsibilities of the HTE***

1. The **HTE** shall undertake the selection process from among **DLSU**’s recommended students in accordance with its policies and guidelines in the recruitment and selection of trainees for this purpose;
2. The **HTE** shall provide free relevant instruction, exposure, and training to the **Student-Interns** that is consistent with its policies, rules, and regulations and in line with the established *Internship Plan*. It shall treat the **Student-Interns** in a professional manner, and shall ensure that the **Student-Interns**, in the course of training, shall not be exposed to any form of harassment/unethical practice or tasks and work assignments that are unreasonably risky, dangerous or unrelated to the purposes of the *Internship Plan*;
3. The **HTE** will assign an internship supervisor (or similar designation) responsible for the implementation of all phases of the *Internship Plan* and who shall coordinate with **DLSU** regarding the terms and aims of this Agreement;
4. The **HTE** will accomplish the respective evaluation forms required by **DLSU** and issue a *Certificate of Completion* to the **Student-Interns** within ten (10) working days after the completion of training;
5. The **HTE** shall reimburse any reasonable out-of-pocket expenses that may be incurred by the **Student-Interns** for off-company assignments, subject to reimbursement and liquidation policies of the **HTE**;
6. The **HTE** has the option to provide an equivalent to at least 75% of the prescribed basic minimum wage to **Student-Interns**, subject to the compensation policies of the **HTE;** and
7. The **HTE** has the option to provide the necessary equipment, access, and other needed materials/facilities for the proper execution of the assigned tasks if it shall require the **Student-Interns** to conduct online or work-from-home tasks.

**Section iII**

***General Conditions***

1. The effectivity of this contract shall be from **<COMPLETE Starting Date> until <COMPLETE Ending Date>**, subject to any renewal/extension through a written agreement of the parties. The duration of each training program per student shall not be longer than a cumulative of five (5) months;
2. The **HTE** and **DLSU** will jointly develop an *Internship Plan* for the **Student-Interns** that specifies the objectives, knowledge, skills, and competencies that the **Student-Interns** should acquire in each learning area, assignment, and/or activity covered by the *Internship Plan*;
3. The **HTE** and **DLSU** will jointly monitor and evaluate the performance of the **Student-Interns** based on the criteria provided for under the *Internship Plan* and shall conduct a post training review and evaluation of the program and the performance of the **Student-Interns**;
4. The **HTE** is not obliged to employ the **Student-Interns** upon completion of the training. The **HTE**, however, upon consultation with the **DLSU**, may invite qualified students to submit themselves to examinations, interviews, and file pertinent documents in support of their application;
5. This Agreement shall not, in any way, constitute an employee-employer relationship between the **HTE** and/or **DLSU** with the **Student-Interns** or a partnership or joint-venture between the **HTE** and **DLSU**;
6. The **Student-Interns** shall be personally responsible for any and all liabilities, injury to his/herself or to 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** and **DLSU** 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** or **DLSU**;
7. **DLSU** and **HTE** shall exert best efforts in ensuring that the **Student-Interns** will complete the agreed scope of work within the agreed duration of the *Internship Plan* and abide by the relevant policies of the **HTE**; and
8. Should any provision of this Agreement or part thereof is render void, illegal, or unenforceable by any law to which it is subject of, it shall be rendered void, illegal, or unenforceable only to that extent and not further. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair other provisions that are valid, binding, and enforceable.

**Section Iv**

***Internship Plan and Online Work/Training***

1. The **Student-Interns** are expected to perform office-related tasks such as, but not limited to, research, production of written reports, attendance in meetings, and field-activities, as may be applicable;
2. The **Student-Interns** are allowed to also perform *Online Training (web-based)* or be subjected to *Work-from-Home* arrangements as delegated by the **HTE** and pursuant to the attached *Internship Plan.* The same shall be considered creditable internship hours for the purpose of this Agreement*;* and
3. The **Student-Interns** shall perform tasks or responsibilities within the time period as specified in the *Internship Plan* established by **DLSU** and the **HTE** *(deemed integral part of this Agreement)*.

**Section v**

***Intellectual Property and Confidentiality***

1. Intellectual property shall include any property defined as such by the Intellectual Property Code of the Philippines (RA 8293);
2. It is expressly understood by **DLSU** that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw materials purchasing, marketing, finance, and all other related documents, manuals, operational or technical matters that the **HTE** shall make available shall be used for the sole purpose of performing their tasks under the internship program; and

**DLSU** hereby undertake to prevent transfer of confidential information about this MOA by any of its members, consciously or unconsciously, to any party outside of the **HTE** without the latter’s knowledge and written consent.

**Section vi**

***Termination and Entirety of the Agreement***

The Parties shall have the right to pre-terminate the training contemplated by this Agreement and the *Internship Plan* by serving a written notice to the other party at least thirty (30) days prior to the intended date of termination and based on the following grounds: (a) The **HTE** is proven to fail in providing the safety of the **Student-Interns** and quality of training contemplated by this Agreement and the established *Internship Plan*; or (b) There is any material violation of the foregoing covenants that will warrant the cancellation of this Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It excludes and supersedes everything else which has occurred between the parties whether written or oral, including all other communication with respect to the subject matter hereof. Any amendment hereto shall be mutually agreed upon in writing by the parties.

**Section VII**

***Dispute Resolution, Governing Law, and Venue of Actions***

Any and all disputes arising out of or relating to this Agreement shall be subjected to good faith negotiations between the Parties before implementation of the legal proceedings pursuant to the provisions of the Alternative Dispute Resolution Law.

This Agreement shall be governed by and construed in accordance with the laws and regulations of the Republic of the Philippines. Exclusive jurisdiction over and venue of any further suit or action arising out of or relating to this Agreement will be in the proper courts of the City of Manila to the exclusion of all other courts or tribunals.

**IN WITNESS WHEREOF,** the parties have signed this *Memorandum of Agreement* at the date and place above-stated.

|  |  |
| --- | --- |
| **<COMPANY NAME>**By:**<AUTHORIZED REPRESENTATIVE>***<Position/Designation>* | **DE LA SALLE UNIVERSITY**By:**<AUTHORIZED REPRESENTATIVE>***Vice Chancellor for Academics* |

*Signed in the presence of:*

|  |  |
| --- | --- |
| **HTE Internship Supervisor***(signature above printed name)* | **DLSU Internship Coordinator***(signature above printed name)* |

**ACKNOWLEDGEMENT**

 **BEFORE ME**, a Notary Public for and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines personally appeared the following persons on \_\_\_\_\_\_\_\_\_\_\_ who presented to me their competent proof of identities as follows:

|  |  |  |
| --- | --- | --- |
| **Name** | **Proof of Identity** | **Issued at / Valid until** |
| DLSU Representative |  |  |
| Company Representative |  |  |

known to me to be the same persons who executed the foregoing Agreement and acknowledge to me that the same is their free and voluntary act and deed and that of the institutions they respectively represent.

 This instrument refers to a *Memorandum of Agreement* consisting of **four (4) pages**, including this page whereon this Acknowledgement is written and signed by the parties and their instrumental witnesses.

 **WITNESS MY HAND AND NOTARIAL SEAL,** at the date and place first mentioned.

Doc. No. \_\_\_;

Page No. \_\_\_;

Book No. \_\_\_;

Series of 20\_\_.