

MEMORANDUM OF AGREEMENT
(STUDENT OJT-MOA)

This *Memorandum of Agreement* (hereinafter “Agreement”) is made and entered into on _____ 20__ in _____, Philippines by and between:

_____, a _____
_____ entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines with business address at _____, duly represented by its _____, and hereinafter referred to as “**Host Training Establishment or HTE**”;

-and-

_____, a _____ student of the _____ - De La Salle University (DLSU), of legal age, with address at _____, hereinafter referred to as “**Student**”.

[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

WHEREAS, DLSU and the **HTE** executed a Memorandum of Agreement that covers the internship program’s objectives and principles pursuant to their established *Internship Plan* for the **Student**.

WHEREAS, the **Student** accepts this Agreement and the respective *Internship Plan* with all its terms and conditions as contained herein.

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

SECTION I
Responsibilities of the HTE

- a) The **HTE** shall provide free relevant instruction, exposure, and training to the **Student**, consistent with its policies, rules and regulations and with the established *Internship Plan*. It shall treat the **Student** in a professional manner, and shall ensure that the **Student**, 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*;
- b) The **HTE** shall reimburse any reasonable out-of-pocket expenses that may be incurred by the **Student** for off-company assignments, subject to reimbursement and liquidation policies of the **HTE**;

- c) The **HTE** will accomplish the respective evaluation forms required by DLSU and issue a Certificate of Completion to the **Student** within ten (10) working days after the completion of training;
- d) 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
- e) The **HTE** shall provide the necessary equipment, access, and other needed materials/facilities for the proper execution of the assigned tasks if it shall require the **Student** to conduct online or work-from-home tasks, subject to the policies of the **HTE**.

SECTION II
Responsibilities of the Student

- a) The **Student** shall abide by the administrative policies, rules, and standards of the **HTE** and **DLSU** as provided by the *DLSU Student Handbook*;
- b) The **Student** shall accomplish and submit to the assigned *DLSU Internship Coordinator* a weekly journal of activities, to include success stories as well as challenges and reflections on the training experience;
- c) The **Student** shall report to the *DLSU Internship Coordinator* within two (2) days after completion of the training;
- d) The **Student** shall accomplish the assigned tasks to the best of his/her abilities and conform with the *Internship Plan* set forth by DLSU and the **HTE**;
- e) The **Student** shall complete the agreed scope of work within the agreed duration of the Program;
- f) The **Student** shall timely report for training and promptly accomplish assigned tasks or assignments in the best of his/her ability and in view of his/her expected skill and knowledge of the subject matter;
- g) The **Student** and parents/guardian concerned renounce and waive any claim against **HTE** and/or DLSU for any injury or loss that the **Student** may sustain or may suffer, personal or pecuniary, in the performance of his/her duties and functions while under training, unless such is attributable to the negligence or fault of any of the employees, officers, or personnel of the **HTE** and/or DLSU;

SECTION III
General Conditions

- a) The duration of the program shall be equivalent to _____ **working**
hours commencing on _____ **to**
_____;
- b) The **Student** shall report for work at the **HTE's** _____
_____ located at _____
_____ from _____
_____, which is inclusive of a one (1) hour break/lunch time and reasonable morning/afternoon break-times not exceeding fifteen (15) minutes;
- c) The **HTE** and **DLSU** jointly developed an *Internship Plan* for the **Student** that specifying objectives, knowledge, and competencies that the **Student** should acquire in each learning area, assignment, and/or activity covered by the *Internship Plan* attached herewith as **Annex "A"**;
- d) The **HTE** is not obliged to employ the **Student** 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;

- e) This Agreement shall not, in any way, constitute an employee-employer relationship between the **HTE** with the **Student**;
- f) 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***

- a) 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;
- b) The **Student-Interns** are allowed to 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
- c) 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***

- a) Intellectual property shall include any property defined as such by the Intellectual Property Code of the Philippines (RA 8293);
- b) Any intellectual property owned by the Parties prior to this MOA shall continue to be owned by them. The **Student** cannot use any confidential information or data from the **HTE** to create intellectual property without the express written approval of the **HTE**;
- c) Any intellectual property independently created by the **Student** during the period covered by the internship plan shall be exclusively owned by the **Student**. Should the **HTE** provide financial support for the creation of such intellectual property, the ownership of the intellectual property shall be subject to another agreement;
- d) In case the **Student** jointly creates intellectual property with a person connected with the **HTE**, the intellectual property shall belong to such actual contribution made for its creation;

SECTION VI ***Confidentiality and Waiver***

- a) It is expressly understood by the **Student** 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.
- b) It is understood that all information gathered by the **Student** on the operations and business matters of the **HTE** are classified as confidential in nature and proprietary to the **HTE**. The **Student** hereby undertake to prevent transfer of such information by any of its members, consciously or unconsciously, to any party outside of the **HTE** without the latter's knowledge and written consent.
- c) During the course of internship, certain trade secrets of the **HTE** may be disclosed to the **Student**, which may consist but are not necessarily limited to:

- 1. Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
 - 2. Business information: Customer lists, pricing data, sources of supply, financial data, marketing, production, or merchandising systems or plans.
- d) During, or at any time after the termination of Internship, the **Student** shall not use, or disclose to others, including future employees, any trade secrets, confidential information, or any other proprietary data of the **HTE**; and
- e) That upon the termination of Internship from the **HTE**, the **Student** shall return to the **HTE** all documents and property of the **HTE**, including but not necessarily limited to: reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the **HTE**'s business, or in any way obtained during the course of Internship.

SECTION VII
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 **Student** substantially violates the rules and regulations of **HTE**, or in cases of serious misconduct of the **Student**; (b) The **HTE** is proven to fail in providing the safety of the **Student** and quality of training contemplated by this Agreement and the established *Internship Plan*; and (c) 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 VIII
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 of the Republic of the Philippines. Exclusive jurisdiction over and venue of any suit 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.

By:

Student No. _____

_____, College of _____

De La Salle University

Signed In The Presence Of:

Parent/Guardian
(signature above printed name)

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:

<u>Name</u>	<u>Proof of Identity</u>	<u>Issued at / Valid until</u>

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 **five (5) 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__.