**MEMORANDUM OF AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

The **TARLAC STATE UNIVERSITY**, a chartered educational institution, with postal address at Romulo Boulevard, San Vicente, Tarlac City, represented by its Vice President for Academic Affairs, **(NAME OF VP FOR ACADEMIC AFFAIRS),** hereinafter referred to as the “**TSU**”,

and

The **(Name of company)** an institution/organization existing under the laws of the Republic of the Philippines, with address at **(COMPANY ADDRESS)** represented by **(COMPANY REPRESENTATIVE)** and hereinafter referred to as the “**PARTNER TRAINING INSTITUTION**”.

WITNESSETH, that:

WHEREAS, TSU is offering degree programs in Engineering, Technology, Computer Studies, Science, Teacher Education, Business Administration, Public Administration, Arts and Social Sciences, Architecture and Fine Arts, and Criminal Justice Education – has instituted a VIRTUAL INTERNSHIP/ON-THE-JOB TRAINING (OJT) PROGRAM and/or ONSITE INTERNSHIP/ON-THE-JOB TRAINING (OJT) PROGRAM wherein qualified students will undergo training prior to graduation in order for them to be adequately equipped with actual experiences that will augment their formal training;

WHEREAS, the TSU proposes that its students be allowed to undergo a Virtual Internship/OJT or Onsite Internship/OJT at the PARTNER TRAINING INSTITUTION, subject to terms and conditions provided for in this Internship Program Agreement.

WHEREAS, The PARTNER TRAINING INSTITUTION agreed to accept students of TSU as virtual trainees/interns or onsite trainees/interns to perform various activities in support of the former’s Internship Program and complement existing curricula to match demands of industry/schools.

NOW, THEREFORE, for and in consideration of the foregoing premises, the TSU and the PARTNER TRAINING INSTITUTION agree and stipulate the following:

**A. The Tarlac State University shall:**

1. Designate an Internship Supervisor/OJT Coordinator who will be responsible for all aspects of the student practicum program including program implementation, monitoring and evaluation as well as coordinate with the Partner Training Institution in its various activities under the Internship Program;
2. Pre-select and recommend qualified students who will undergo virtual internship/OJT or onsite internship/OJT taking into consideration the requirements of the Partner Training Institution in terms of qualification and number of interns/trainees needed;
3. Submit to the Partner Training Institution all documents which shall serve as its basis to screen, select, and deploy students for the Virtual Internship/OJT Program or Onsite Internship/OJT Program;
4. Orient students about rules and regulations, proper decorum, behavior and work ethics inside the premises of the Partner Training Institution;
5. Monitor attendance, activities, and performance of students during the Virtual Internship/OJT or Onsite Internship/OJT period;
6. Monitor compatibility of job circumstances with the course requirements for the student’s attainment of advanced standing in the program through regular interaction with the student trainee and regular visit to the training site;
7. Together with the students and parents concerned, renounce, and waive any claim against the Partner Training Institution for injury that the students may sustain or loss that they may suffer, in any form, whether personal and pecuniary arising from the fault or negligence of the students in the performance of their duties and functions while undergoing the Virtual Internship/OJT Program or Onsite Internship/OJT Program. The waivers of the student trainees and their respective parents shall be submitted to the TSU and copies will be furnished to the Partner Training Institution prior to the commencement of the Virtual Internship/OJT Program or Onsite Internship/OJT Program. The former agrees and understands that the latter may refuse to accept a student trainee without a duly executed waiver; and
8. Hold the Partner Training Institution free and harmless from any claims or suits and shall forever defend it from any such claim or suit whatsoever in connection with this agreement.

**B. The Partner Training Institution Shall:**

1. Screen and deploy student trainees/interns to its different offices/operating units/schools;
2. Designate Training Supervisor/Cooperating Teacher to perform the following responsibilities;
3. Serve as mentor to the student trainees/interns;
4. Give the student trainees/interns course-related work assignments and expose them to learning experiences on actual industry/office/classroom/laboratory operations and management;
5. Expose the student trainees to real situations/problems and bottlenecks, thus enabling them to analyze and apply scientific as well as empirical approach to solutions of technical/classroom problems; and
6. Arrange a conference with the Internship Supervisor should a problem on a student intern arises;
7. Deploy the student trainees to the different operating units, cooperating schools/hospitals for a given period as required by the course taken by the student trainees and/or as agreed upon on a case to case basis with the TSU, notwithstanding the foregoing, the latter agrees and understands that subject to prior notice, the former, as it deems necessary, shall have the right to transfer or re-assign the student trainees to units other than the initial unit where they had originally been assigned;
8. Adhere to all Philippine laws, rules and regulations pertaining to training or learners’ program, as well as health and safety laws applicable to entities similarly situated.
9. Provide safety instruction throughout the training period.
10. Accomplish the necessary forms required by TSU in connection with the training of students.
11. Issue certificates of completion to student trainees who successfully completed the Virtual Internship/OJT Program or Onsite Internship/OJT Program; and
12. Adopt and enforce rules that will govern the conduct of the Virtual Internship/OJT Program or Onsite Internship/OJT Program. Said rules shall be made known to TSU and the student trainees/interns before the start of the training.
13. Treat the student trainees in a professional manner and shall not subject them to task and work assignments that are risky, dangerous, disadvantageous and/or unrelated to the purpose of this Agreement.
14. Ensure the safety and well-being of the student trainees during the training period.
15. Release the student trainees upon completion of the required number of hours allotted of their OJT.
16. Furnish the TSU an individual Performance Evaluation Report and Certificate of Training per student after the training.

**C. Under this Agreement the following terms and conditions are likewise included:**

1. It is expressly understood that there shall be no employer-employee relationship between the Partner Training Institution and the student trainee from TSU;
2. The student trainees/interns and/or their respective guardians will be personally responsible for any and all liabilities for damage to property or personal injury, which may be occasioned by their intentional or negligent acts of the student trainee/interns in the course of the Virtual Internship/OJT Program or Onsite Internship/OJT Program;
3. The student trainees/interns and the TSU shall abide by the rules and regulations of the Partner Training Institution and comply with those imposed for the Virtual Internship/OJT Program or Onsite Internship/OJT Program; otherwise, they shall be excluded from further participation;
4. TSU may pull out any student from the premises of the Partner Training Institution on reasonable grounds after a written notice is sent by the latter requesting such a pull out;
5. Both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking. For this purpose, the parties shall execute and deliver such instruments and documents that may be reasonably requested by the other party in order to carry out the intent and accomplish the purpose of this Agreement and the transaction covered hereby; and
6. Neither of the parties shall be liable in any way for the failure to observe or perform any provision of this Agreement if such failure shall be caused by any law, rule, or regulation of any constituted public authority or shall be due to any force majeure event or any cause beyond the control of the party in default.

**D. Confidentiality Obligation:**

The Receiving Party shall not, during the term of this Agreement or any time thereafter, directly or indirectly, disclose, divulge, reveal, or otherwise communicate any Confidential Information to any third party, nor use the Confidential Information for any purpose other than as expressly authorized in writing by the Disclosing Party.

**E. Duration:**

This Agreement shall take effect immediately upon signing hereof and shall continue for a period of **\_\_\_\_\_ (\_\_\_)** year thereafter. Unless otherwise advised in writing by either party, this Agreement shall automatically be renewable for the same period under the same terms and conditions. Notwithstanding the foregoing, TSU reserves the right to terminate this Agreement, subject to a fifteen (15) day prior written notice to the other party.

**E. Miscellaneous:**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

A party shall not assign any of its rights and obligations under this Agreement, except that the Partner Training Institution reserves the right to assign student trainees to any of its subsidiaries and affiliates if such assignment is deemed necessary or for the best interest of the student trainee.

In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions of this Agreement. In such event, the parties shall consult each other as to the manner by which their original intention can be fulfilled as closely as possible and they will amend this Agreement accordingly.

IN WITNESS WHEREOF, the parties hereof have signed this Agreement on this (Day) of (Month) (Year) at Tarlac State University, Tarlac City.

|  |  |
| --- | --- |
| On Behalf of Tarlac State University: | On Behalf of (Name of Partner Institution): |

|  |  |
| --- | --- |
| **Name of VP for Academic Affairs** | **Name of Company Head/Representative** |
| Vice President, Academic Affairs | (Position) |

**SIGNED IN THE PRESENCE OF:**

|  |  |
| --- | --- |
| **Name of College Dean** | **Name of Company Witness** |
| College Dean | (Position) |

Republic of the Philippines)

Province of Tarlac) ss.

**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in the Province of Tarlac, Philippines, this \_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared the following:

|  |  |  |
| --- | --- | --- |
| **Name** | **Government ID Issued; Number** | **Validity Date** |
| (NAME OF VP FOR ACADEMIC AFFAIRS) |  |  |
| (NAME OF COMPANY HEAD/REPRESENTATIVE) |  |  |

The above are known to me the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act/deed.

I further certify that this Memorandum of Agreement, consisting of **\_\_\_\_\_ (\_)** pages only, each page of which is signed by the parties and instrumental witnesses and sealed with my notarial seal.

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Series of **(PRESENT YEAR)**