

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and executed between:

**University of Santo Tomas**, a non-stock, non-profit educational institution, duly organized and existing under Philippine Laws with office/business address at España, Manila represented herein by Prof. Cheryl R. Peralta, DrPH, Vice Rector for Academic Affairs of the University of Santo Tomas, hereinafter referred to as the **UNIVERSITY**.

and

\_\_\_\_\_ a corporation duly organized and existing under Philippine Laws with office/business address at \_\_\_\_\_ represented herein by \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as the **HOST TRAINING ESTABLISHMENT**.

Witnesseth that:

**WHEREAS**, the curriculum for the degree of Bachelor of Science in Business Administration in the UNIVERSITY includes on-the-job-training program for its student, so as to afford them actual experience in office operation and to augment their formal training;

**WHEREAS**, the HOST TRAINING ESTABLISHMENT supports this program and is willing to give the students of the UNIVERSITY, currently enrolled in the College of Commerce, course related work assignments and expose them to online actual learning experiences during pandemic;

**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. The on-the-job training shall be held On-Site/In-Person/or Fully Online training arrangements wherever necessary, with flexible working hours and scheduled during the hours \_\_\_\_\_ AM to \_\_\_\_\_ PM, Mondays to Fridays but shall not coincide with the class schedule as set by the department. The duration of the program shall be equivalent to six hundred (600) working hours unless otherwise agreed upon by the HOST TRAINING ESTABLISHMENT and the UNIVERSITY;
2. The University at any point in time reserves the right to shift the internship arrangements to full online setup depending on the health situation, case rates of COVID 19 infections, orders of CHED and IATF, or the University's Internal Crises Management Committee without detriment to the evaluation of the student interns.
3. The UNIVERSITY shall be responsible for briefing the on-the-job student-trainees who intend to conduct practicum exposure in the HOST TRAINING ESTABLISHMENT as part of the UNIVERSITY'S curriculum;

4. The UNIVERSITY shall provide the on-the-job student-trainee the basic orientation on work values, behavior, and discipline to ensure smooth cooperation with the HOST TRAINING ESTABLISHMENT;
5. The UNIVERSITY shall voluntarily withdraw a student-trainee who is found to misbehave and/or act in defiance to existing standards, rules, and regulations of the HOST TRAINING ESTABLISHMENT and impose necessary university sanctions to the said student-trainee;
6. The HOST TRAINING ESTABLISHMENT shall commit to take in the student-trainees for the current semester consistent with the requirements of the UNIVERSITY;
7. The HOST TRAINING ESTABLISHMENT shall provide the university through the student intern their local government and/or national government workplace safety seal and/or its equivalent permits to accommodate in-person operations. In the absence of such, the student-intern must be allowed to conduct a virtual facility tour to check the premises of the HTE.
8. The HOST TRAINING ESTABLISHMENT shall provide the university through the student/intern its Health and Safety Protocols.
9. The HOST TRAINING ESTABLISHMENT shall provide free relevant instruction and training to the student-trainees, consistent with its policies, rules and regulations. It shall treat the student in a professional manner, and shall not subject him/her to tasks and work assignments that are risky, dangerous or unrelated to the purpose of this Agreement;
10. There is no employer-employee relationship between the HOST TRAINING ESTABLISHMENT and the student-trainee. As student-trainee, he/she shall not be entitled to the compensation/benefits accorded to an employee. However, the HOST TRAINING ESTABLISHMENT may grant the TRAINEE a training allowance, if possible, in accordance with the HOST TRAINING ESTABLISHMENT'S existing rules and regulations;
11. The HOST TRAINING ESTABLISHMENT is not obliged to employ student-trainee upon completion of the training. However, the HOST TRAINING ESTABLISHMENT, upon consultation with the UNIVERSITY, may require qualified students to submit themselves to examinations, interviews, and file pertinent documents to support their application;
12. The student-trainee shall be personally responsible for any and all liabilities arising from gross negligence in the performance of his/her duties and functions while under training;
13. The parties shall not divulge any information that it may have access to, and any such information will only be used for academic purposes.

14. Both parties shall have the right to pre-terminate the on-the-job training if:
- a. the TRAINEE violates the rules and regulations of the HOST TRAINING ESTABLISHMENT, or if there is serious misconduct;
  - b. the HOST TRAINING ESTABLISHMENT does not provide the kind of responsible training as agreed upon; or
  - c. there is any violation of the foregoing covenants that will warrant the cancellation of this Agreement;

PROVIDED, that the terminating party shall formally inform the Program Coordinator or Faculty Adviser of the grievance before any decision to terminate is made and finalized. The Program Coordinator or Faculty Adviser shall intervene in order to rectify the situation in the interest of all parties concerned.

15. This Memorandum of Agreement shall become effective from \_\_\_\_\_ to \_\_\_\_\_ upon signature of both parties and implementation will begin immediately and shall continue to be valid hereafter until written notice is given by either party thirty (30) days prior to the date of intended termination.

**IN WITNESS WHERE OF** the parties have signed this Memorandum of Agreement at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

<b>For the HOST TRAINING ESTABLISHMENT</b>	<b>For the UNIVERSITY</b>
_____	_____
<b>Name</b>	<b>Prof. Cheryl R. Peralta, DrPH</b>
Designation	Vice Rector for Academic Affairs
Community Tax No: _____	Community Tax No: _____
Date of Issue: _____	Date of Issue: _____
Place of Issue: _____	Place of Issue: _____

**SIGNED IN THE PRESENCE OF:**

_____	_____
Signature over Printed Name of	Assoc. Prof. Leonardo M. Canoy, Jr., Ph.D.
HTE Witness	Dean, College of Commerce & Business Administration

**ACKNOWLEDGEMENT**

Before me, a Notary Public in the City of Manila, personally appeared \_\_\_\_\_ and \_\_\_\_\_ with Community Tax Certificates indicated above, known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free will and voluntary deed and that the institutions herein represented.

Witness my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ in Manila.

Doc. No. \_\_\_\_\_:  
Page No. \_\_\_\_\_:  
Book No. \_\_\_\_\_:  
Series of \_\_\_\_\_: