**MEMORANDUM OF AGREEMENT ON STUDENT INTERNSHIP**

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement on Student Internship (henceforth, the “Agreement”) is made and entered into by and between:

The **UNIVERSITY OF THE PHILIPPINES LOS BAÑOS (UPLB)**, a constituent university of the UNIVERSITY OF THE PHILIPPINES, the National University of the Philippines, created by virtue of Act. No. 1870, as amended and re-organized and operating by virtue of PD 58 and RA 9500, with office address at College, Laguna, Philippines represented herein by its Chancellor, JOSE V. CAMACHO, JR., PhD, hereinafter referred to as the Higher Education Institution or “HEI” or “UPLB”.

-and



**NAME OF COMPANY**, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at ADDRESS represented herein by its Position of Rep, NAME OF REP, as authorized in a Board Resolution and attested to by the Secretary of the Corporation (Board Resolution and Secretary’s Certificate hereto attached as **Annex A** and **B**, respectively, and made integral parts hereof) hereinafter interchangeably referred to as "ACRONYM OF COMPANY” or the Host Training Establishment or “HTE”.

**WITNESSETH:**

****WHEREAS, UPLB as a constituent university of UP, the National University of the Philippines, is envisaged to lead in setting academic standards, initiating innovations in teaching and research, and developing and maintaining centers of excellence in various disciplines and professions:

WHEREAS, ACRONYM OF COMPANY is a DESCRIPTION OF THE COMPANY AND ITS BUSINESS;

WHEREAS, UPLB has established a Training or Internship Program in accordance with existing laws, particularly Republic Act No. 7686, otherwise known as the “Dual Training System Act of 1994”and/or the prevailing requirements of the Commission on Higher Education (CHED), wherein students pursuing all courses undergo on-the-job training at various company facilities and offices as part of its effort to provide training opportunities to students who are required by the University to undergo actual office practice, internship, or on-the-job exposure as prerequisite for graduation or completion of the enrolled academic, technical or vocational courses;

WHEREAS as a part of its instruction mandate, UPLB offers academic courses wherein its students are required to be deployed in field sites for case studies, laboratory work, and other course activities and/or undergo on-the-job training, internship, office practice, and/or conduct research work as a requirement for graduation in order to expose them to actual office/work situations and to train them to contribute to the existing body of knowledge in their own respective fields, thereby augmenting their formal education; University faculty members and staff also partake regularly in research and extension work.

WHEREAS, UPLB’s UNIT of the College of NAME OF COLLEGE (ACRONYM OF UNIT-ACRONYM OF UNIT), offers an internship/practicum program for its BS COURSE student interns with the purpose of enabling the student interns to apply the theories and principles in FIELD OF STUDY;

WHEREAS, ACRONYM OF COMPANY is willing to host an internship/practicum program for BS COURSE student interns;

WHEREAS, the parties aim to achieve mutually beneficial outcomes and are thus entering into this Agreement;

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



1. **Purpose.** The purpose of this Agreement is to develop academic and educational cooperation and to promote mutual understanding between the Parties that shall govern the conduct of a student internship program for UPLB student-interns at ACRONYM OF COMPANY.
2. **Learning objectives.** Both parties share a common vision and goal of improving the training and skills of students by providing the maximum opportunity to gain experience and training utilizing all available materials and equipment of the ACRONYM OF COMPANY, without impairing its services. And to permit the attendance of students in specified activities of the professional program of the ACRONYM OF COMPANY.

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1. **Definition of terms.**
2. Internship – refers to the practical application of classroom learning to actual work environment such as but not limited to commercial and industrial services, government, or non-government agencies. It is also synonymous with practicum, field practice or on-the-job training. It is not synonymous with apprenticeship and learnership as defined in Republic Act No. 7796.
3. Host Training Establishment (HTE) – refers to a duly authorized and registered entity, institution or establishment in the Philippines by the Security and Exchange Commission, the Department of Trade and Industry or such other regulatory and governance bodies in the case of associations and communities, and with an established system of training as defined in a separate Internship Agreement.
4. Grievance Committee - a committee composed of appointed officials of UPLB tasked to handle and review any complaint or grievance from UPLB, the HTE, the student intern, and other stakeholders. The Grievance Committee shall have jurisdiction to settle differences cases involving any violation of this Agreement upon filing of complaint by an aggrieved party.
5. **Obligations of the HEI.**

UPLB through its UNIT shall:

1. Inspect the internship premises as to safety and effective acquisition of practical skills;
2. ****Ensure that the UPLB interns/students have secured the approval of parents, executed the waiver and quitclaim, and paid the premium of the health and accident insurance for the internship. If the practicum is 100% virtual, then the provisions on insurance shall not apply;
3. All obligations of UPLB students/interns have been complied with;
4. Endorse to ACRONYM OF COMPANY, a list of qualified BS Course students who are to undergo their internship at the ACRONYM OF COMPANY through its, taking into consideration its requirements of interns;
5. Designate the Internship/Practicum Coordinator for the duration of the internship. The Internship/Practicum Coordinator shall be from the faculty members of ACRONYM OF UNIT-ACRONYM OF UNIT. The Coordinator shall review and approve the daily schedule proposed by the ACRONYM OF COMPANY in behalf of the ACRONYM OF UNIT-ACRONYM OF UNIT;
6. Submit to the ACRONYM OF COMPANY prior to the commencement of the internship the documents required for the internship, such as endorsement letter from the ACRONYM OF UNIT-ACRONYM OF UNIT and the Parental/Legal Guardian Written Consent;
7. Monitor the attendance, activities and performance of the student interns by conducting scheduled synchronous meetings during the ACRONYM OF COMPANY;
8. Ensure that the Coordinator and the Faculty-in-Charge (FIC) of the student interns will evaluate and assess the activities of the student interns at the end of the internship.
9. **Obligations of the HTE.**

ACRONYM OF COMPANY shall:

1. Provide safe working environment for the students;
2. Humane treatment of the intern/students;
3. Observe the diligence of a good father of the family in conducting the internship;
4. Designate its Internship Supervisor/s who shall coordinate with ACRONYM OF UNIT-ACRONYM OF UNIT ’s Internship/Practicum Coordinator in jointly defining the topics and learning activities included in the internship as guide for the student interns;
5. Provide the schedule of activities of the student interns for the entire duration of the internship. The schedule shall be presented to the ACRONYM OF UNIT-ACRONYM OF UNIT for approval at least two weeks before the intended start of the internship;

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1. Conduct an orientation for the student interns remotely prior to the start of the internship proper. The orientation shall include introduction of ACRONYM OF COMPANY trainers, ACRONYM OF COMPANY rules and regulations, safety protocols, existing Code of Conduct, and policies governing the internship. A copy of the rules and regulations shall be provided to the ACRONYM OF UNIT-ACRONYM OF UNIT and its students before the start of the internship;
2. Ensure that the student interns participate in the approved activities for the duration of the internship:
3. Accomplish the necessary forms required by the ACRONYM OF UNIT-ACRONYM OF UNIT to monitor, supervise, and evaluate the performance of the student interns in connection with the assigned activities for the duration of the internship;
4. Issue Certificates of Completion to the student interns upon fulfillment of all the online practicum activities and tasks;
5. **Obligations of the Student Interns.**

Student Intern shall:

* 1. Secure at their own expense accident and life insurance specifically for the training activity. A certified true copy of the insurance policy shall be provided to UPLB and ACRONYM OF COMPANY;

* 1. Execute a Waiver and Quitclaim in favor of UPLB and ACRONYM OF COMPANY, form is hereto attached as **Annex C** of this contract and shall be executed by the student and his/her parents and/or legal guardian and submitted to ACRONYM OF UNIT-ACRONYM OF UNIT through the Coordinator;
  2. Submit to UPLB and ACRONYM OF COMPANY the approval of his/her parents and/or legal guardian, form hereto attached as **Annex D**;
  3. Submit to UPLB and ACRONYM OF COMPANY the certified true copy of the insurance policy with a term coterminous with the duration of the training activity; and the signed parent’s or legal guardian’s consent and quitclaim waiver executed by the parents/legal guardian and the student intern.
  4. Attend the orientation to be conducted by the ACRONYM OF COMPANY prior to the start of the internship;
  5. ****Abide by the ACRONYM OF COMPANY rules and regulations and comply with those stipulated for the internship; otherwise, any breach of the foregoing and after written notice, the student intern may be excluded from further participation in the internship;
  6. Attend the monitoring session/s to be conducted by the coordinator or the FIC for the duration of the internship;
  7. Participate and engage in the activities prepared by the ACRONYM OF COMPANY;
  8. Submit requirements set by the ACRONYM OF COMPANY and UNIT at the scheduled submission.

1. **Relationship of the Parties.** Nothing in this Agreement shall be construed as creating an employer-employee relationship between the HEI, its faculty, students, officers, agents, and constituents and the HTE, its subcontractors, employees, agents, or workers.

At its option, ACRONYM OF COMPANY may provide any form of allowance, or other benefits for the UPLB students/interns.

Nothing shall diminish full autonomy of either Party, nor will any constraints be imposed upon the other in carrying out this Agreement.

1. **Removal of the student/intern**. ACRONYM OF UNIT-ACRONYM OF UNIT may, on reasonable grounds, pull out any student/intern from the internship upon prior notice to ACRONYM OF COMPANY.
2. **Indemnification.** The HTE shall indemnify, hold free and harmless, and defend at its own expense the HEI and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the HTE, its employees, workers or sub-contractors in the performance of any activity in connection with this Agreement, including those that may be initiated by its employees, workers, agents, subcontractors, or any other entity or person against the HEI by reason or in connection with this Agreement.
3. **Intellectual** **Property** **Rights**. All project outputs, discoveries, innovations, or inventions produced from this Agreement and its implementing agreement shall be subject to the "Governing Policies and Principles on Intellectual Property Rights of the UP System" approved by the Board of Regents at its 1269th meeting on 3 June 2011.
4. **No assignment.** Neither Party may assign Agreement in whole or in part without prior written consent of the other Party.
5. **Notices.** All notices, demands, and other communications under this Agreement, shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given or to a person found at the same address of suitable age and discretion or with five (5) days if mailed to the Party for whom notice is to be given, by registered mail, first class mail, or by courier service. The addresses of the Parties are those provided in page 1 of this Agreement.
6. **Duration/Term.** This Agreement shall be valid for a period of two (2) years from the date of signing by authorized representatives of both Parties unless sooner terminated in accordance with Section 14 hereof. This Agreement may be renewed upon mutual agreement of the Parties expressed in writing.
7. **Grounds for Termination.** This Agreement may, at any time during its period of validity, be terminated by:
8. Mutual agreement by the Parties, in written document duly signed by their authorized representatives;
9. Breach or default by a Party of its responsibilities and obligations under this Agreement, and other relevant agreements not remedied within two (2) weeks from written notice of such breach or default; and
10. Force majeure or fortuitous events effectively preventing either Party from performing its obligations under this Agreement.

Provided that, in all instances of termination, the Parties shall, as far as practicable, exert earnest efforts to enable students/interns to complete on-going internships.

Provided further that, the Parties shall continue to observe Clause 10 (Intellectual Property Rights) and all other provisions of this Agreement which by their nature shall continue to be binding upon the Parties regardless of the termination of this Agreement.

1. **Governing Law.** In the performance of this Agreement, the Parties shall, including their affiliates, officers, directors, agents, and employees of themselves and their affiliates, comply strictly with all applicable laws and regulations. This Agreement and the rights and obligations of the Parties hereto shall be governed by the pertinent laws of the Republic of the Philippines.
2. **Dispute Resolution.** Grievance Committee in case of disputes, conflicts, disagreements arising from internships as well as any violation of the Internship Agreement and/or other related agreements, the Parties agree that such matters shall be submitted for resolution of the Grievance Committee.
3. **Severability.** Should any provision of this Agreement be declared null, void, or unenforceable by any competent government agency or court, this shall not affect the other provisions of this Agreement which are capable of severance, and which will continue unaffected.The parties agree that any provision declared, null, void, or unenforceable by any competent government agency or court shall be replaced with valid or enforceable provisions as closely aligned with the original intent of the Parties as possible.
4. **Entire Agreement.** This Agreement supersedes and renders void any and all agreements and understandings, oral and/or written, previously entered into between the parties covering the subject thereof, and this contract may not hereafter or altered except by written instrument duly signed by the parties hereto.
5. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

**For UPLB: For NAME OF CORP:**

**JOSE V. CAMACHO, JR.**  **NAME OF REPRESENTATIVE**

Chancellor Position of Representative

SIGNED IN THE PRESENCE OF:

| **Name of Dean**  Dean  College of \_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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REPUBLIC OF THE PHILIPPINES )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally, appeared on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the following persons who presented their respective component evidence of identities indicated below:

| Name | Competent Evidence of Identity | Issued on/at |
| --- | --- | --- |
| JOSE V. CAMACHO JR. |  |  |
| NAME OF REP |  |  |

Known to me to be the same person who executed the foregoing instrument denominated as a Memorandum of Agreement on Student Internship consisting of eight (8) pages, including this page on which this Acknowledgment is written and acknowledged to me that it is their own, respective, free, and voluntary and act and deed and of organization they represent.



WITNESS NOW my hand and seal on the date and place above indicated.

Doc. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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