

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into by and between:

The **UNIVERSITY NAME**, a state university duly organized and operating under the laws of the Republic of the Philippines with official address at **University address**, represented by its **Positon of Representative, UNIVERSITY REPRESENTATIVE**, and hereinafter referred to as "**UnivName**";

-and-

The **UNIVERSITY OF THE PHILIPPINES**, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008", through its constituent university at Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City, 1101, Philippines, represented herein by its Chancellor, **DR. MICHAEL L. TAN**, hereinafter referred to as "UP"

WITNESSETH: That –

WHEREAS, **UnivName** offers programs that require students to undergo on-the-job training (OJT) in public or private offices as a requirement for graduation in order to expose them in actual work situations as a means to enhance their formal training; and

WHEREAS, UP, upon the request of **UnivName**, has expressed its willingness to be a collaborating agency for **UnivName**'s OJT-related activities.

NOW, THEREFORE, for and in consideration of the foregoing premises, **UnivName** and UP hereby agree on and stipulate the following:

A. The following objectives are set forth in the execution of this Memorandum:

1. **UnivName** students who will undergo OJT will be assigned/required to perform duties and functions along their areas of specialization and within the requirements of their academic program;

2. Under the OJT program and/or activities provided by UP, students undertaking OJT will gain additional knowledge and skills as they perform their duties and functions;
 3. Students undertaking OJT will be able to interact with other students and professionals and will be exposed to activities related with their areas of specialization; and
 4. **UnivName** students will be able to appreciate the importance of UP and its relation to the society.
- B. **UnivName** shall undertake the recommendation, selection and endorsement process of students for OJT. Specifically,
1. **UnivName** shall identify students qualified to undergo OJT;
 2. **UnivName** shall conduct orientation of students' general duties and responsibilities that will be applicable during the period of their OJT;
 3. **UnivName** shall designate an OJT coordinator or point person who will work closely with UP to monitor the actual conduct of the OJT;
 4. **UnivName** shall endorse participating students (hereinafter referred to as student-trainees) to UP; and
 5. **UnivName** shall provide UP whatever documents that are required as the student-trainees undertake their OJT.
- C. UP shall undertake the screening and acceptance of student-trainees. Specifically,
1. UP shall accept student-trainees by **UnivName** to undergo the required total hours of OJT;
 2. UP shall assign a personnel to take charge and supervise the student-trainees;
 3. UP shall accomplish the necessary forms required by **UnivName** in connection with the student-trainees' OJT
 4. UP shall communicate to **UnivName** and its student trainees the policies, rules and/or guidelines related to the conduct of the OJT and to conform to academic and professional standards and practices while undergoing OJT;

5. UP shall ensure that the student-trainees shall work in an environment conducive to learning and shall not, at any time, be exposed to any work, project, or activity that may pose an imminent threat or danger to their safety or well being;
6. UP shall issue certificates of completion and a corresponding performance rating base on the evaluation tool given by **UnivName** to student-trainees who will successfully finish their OJT; and
7. Enforce the rules that will govern the conduct of the student-trainees while inside and within the premises of UP.

D. Both UP and **UnivName** further agree the following:

1. Both Universities will work together to maintain an environment of quality learning experiences for the student-trainees. At the request of either party, a meeting may be held to resolve any problems or develop improvements in the operation of the OJT and other related programs;
2. The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed upon between the Universities. Both Universities agree to carry out these activities in accordance with the laws and regulations and after full consultation and approval from the other party.
3. It is understood that the implementation of any of the cooperative activities may be restricted depending upon the availability of resources and funds of the Universities concerned.
4. There will be no employer-employee relationship between UP and the student-trainees;
5. For the duration of the OJT, the student-trainees will be solely liable and responsible for any damage to property or injury that may result to intentional or negligent acts while doing their duties and functions;
6. **UnivName** shall hold UP free from any liability for any damage to property or injury caused by the negligent or accidental act or omission of the student-trainee;
7. **UnivName** shall be responsible in ensuring that the student-trainee will replace or repair of the property damaged by him/her caused by his/her negligence or inadvertence;

8. UP reserves the right to discontinue the OJT of the student-trainees upon submission of an appropriate written notice to the other party;
9. **UnivName** and its student-trainees shall not use for their own benefit any work, research, or project, as well as any data, concept or information gathered or obtained during the OJT without the written consent of UP;
10. Should UP allow the use of any data or information, **UnivName** and its student-trainee shall expressly acknowledge UP as owner or source in the work, research, or project;
11. Both parties agree that, in the event of research collaboration leading to patent rights, copyrights or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property. Both Universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise.
12. This Agreement may be amended or modified by a written agreement signed by the representatives of both Universities.
13. In the event of an unforeseen incident during collaborative activities, both Universities agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated into the specific agreements mentioned in clause 3.
14. This Agreement may, at any time during its period of validity, be terminated by the Universities, upon prior notice to the other party in writing, at least six months before the termination date.
15. Should any disagreement arise out of the application, interpretation or implementation of this Agreement, the Universities shall endeavor to exercise their best efforts to negotiate the differences.

USE this if TIME BOUND: This Agreement is valid for a period of five (5) years from the date of signature by the representatives of both Universities. This Agreement may be renewed after being reviewed and renegotiated by both Universities.

USE this if OPEN: This Agreement shall take effect immediately upon signing hereof and shall continue to be enforced until such time that anyone of the parties withdraws from this agreement upon 30 days prior notice to the other.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding on the date and place above written.

UNIVERSITY OF THE PHILIPPINES

By:

DR. MICHAEL L. TAN

Chancellor

Date: _____

UNIVERSITY NAME

By:

UNIVERSITY REPRESENTATIVE

Rep Position

Date: _____

Signed in the presence of:

WITNESSES:

XXXX

Coordinator / Assigned

University name

JOSEPH RYAN G. LANSANGAN, PhD

Director

UP-Diliman Interactive Learning Center

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this ____ day of _____, personally appeared:

Name	Agency	ID Used	Identification Number
MICHAEL L. TAN, PhD	UP Diliman		

Who are known to me and to me known to be the same persons who executed the foregoing Memorandum of Understanding and they acknowledged to me that the same is the corporate act and deed of the said corporations and they are duly authorized to sign the same.

This instrument consisting of fourteen (14) pages including this page on which the acknowledgment is written is duly signed by the parties and their instrumental witnesses in every page thereof.

WITNESS MY HAND AND SEAL, this _____ day of _____, 2016 at _____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____