

Memorandum of agreement



MEMORANDUM OF AGREEMENT KNOW ALL MEN BY THESE PRESENTS: This MEMORANDUM OF AGREEMENT (the " Agreement") is made and executed on this _____ in _____ by and between: STI College - Lucena a corporation duly organized and existing pursuant to the laws of the Republic of the Philippines with address and location at Enriquez cor. Profugo Sts., Lucena City represented herein by , in his capacity as School Administrator referred to as " STI College - Lucena" -and- Estansaas Software Development Inc. , a corporation duly organized and existing pursuant to the laws of the Republic of the Philippines with address and location at Unit 2109 Antel Global Corporate Center, Doña Julia Vargas Ave, Pasig City, represented herein Giondale Anciete in his capacity as the Operational Manager/Project Manager, hereinafter referred to as the " Estansaas Software Development Inc. " WITNESSETH: WHEREAS, STI is engaged in services which include establishing, franchising and operating educational institutions that provide formal tertiary level educational, post graduate courses, post secondary certificate courses and short-term courses to its bona fide students with a view towards facilitating their eventual employment; WHEREAS, STI shall deploy student trainees upon the request of the HOST COMPANY; WHEREAS, the HOST COMPANY agrees to accept the student trainee subject but not limited to their usual employment procedures; WHEREAS, the On-the-Job student trainee shall perform tasks assigned and adhere to the policies of the OJT Course and the HOST COMPANY; WHEREFORE, for and in consideration of the foregoing premises and the other stipulations hereinafter appearing, the parties hereto have agreed to undertake their respective responsibilities, as follows: ARTICLE I Responsibilities of STI STI shall: 1. Designate an OJT Adviser who shall act for and on behalf of STI in all

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matters relevant and connected to the OJT Program. The scope of the OJT Adviser's tasks include but are not limited to the following: 1. Collaborate with the Host Company and the student trainee in the finalization of the OJT Training Plan. The OJT Training Plan should include competencies that the student trainee should acquire, corresponding tasks, schedule, and expectations; 2. Monitor the progress of the training, requiring the student trainee to report their activities regularly; 3. Conduct at least two (2) on-site visits to the Host Company, prior to the start and towards the end of the training; 4. Observe the student trainee at work with the Host Company's approval; 5. Meet with OJT Supervisor and OJT Coordinator as needed; and 6. Schedule deadlines for quarterly submissions of the student trainee's reports.

2. Endorse student trainee candidates through the OJT Coordinator for On-the-Job Training as requested by the HOST COMPANY; 3. Ensure that the student trainee chosen by the HOST COMPANY has the necessary documents and insurance coverage; and 4. Ensure the compliance of its members, particularly the student trainee, OJT Adviser, and OJT Coordinator to the OJT Course Policy;

ARTICLE II Responsibilities of the HOST COMPANY

The HOST COMPANY shall: 1. Provide the OJT Coordinator with documents required to formalize their partnership with the school; 2. Discuss requests and requirements with the OJT Coordinator; 3. Facilitate the screening of potential student trainees endorsed by the OJT Coordinator; 4. Execute a Training Contract with the qualified student trainees; 5. Provide student trainees with adequate resources and a safe and secure workplace; and 6. Assign an OJT Supervisor who will be directly involved in supervising the student trainee. He/she must hold a key position in the department where the student trainee is assigned and handle tasks similar to or related to the

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student trainee's field of study. The scopes of the OJT Supervisor's tasks include but are not limited to the following: 1. Screen and select the endorsed student trainees; 2. Discuss and finalize with the OJT Adviser and the student trainees the tasks, schedule, and expectations; 3. Discuss with the student trainees the nature of the company, its goals and structure; 4. Orient the student trainees on the technology or resources required to accomplish assigned tasks; 5. Certify the student trainee's Daily Time Record (DTR); 6. Monitor, review, evaluate, and discuss with the student trainee the status of assigned tasks/ projects, at least once a week; 7. Communicate regularly with the OJT Adviser to assess the performance of the student trainee throughout the on-site experience; 8. Conduct the quarterly performance appraisal using the appropriate form and discuss the results with the student trainees; 9. Submit the quarterly Performance Appraisal Form (PAF) and the DTR to the OJT Adviser as scheduled; and 10. Conduct exit interview. 7. Provide the student trainees with a Certificate of Completion not later than two (2) weeks after the completion of training; 8. Transmit to STI the following documents at the end of the training period: 1. Certificate of Completion; 2. Duly accomplished Performance Appraisal Form (PAF); and 3. Other pertinent reports, information, and/or documents which may be included for purposes of describing students performances. ARTICLE III Responsibilities and Undertakings of Both Parties STI and the HOST COMPANY mutually agree that: 1. Neither party shall unlawfully discriminate against any student trainee on the basis of race, religion, sex, creed, age, national origin or disability; 2. No employer-employee relationship exists between the HOST COMPANY and the student trainee; ARTICLE IV Waiver from Liability Each party shall indemnify and hold harmless the other party,

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its officers or employees from and against any liabilities, damages, claims, suits of all kinds, and costs and expenses arising from the breach by such party of its obligations under this Agreement, except if such liabilities, damages, claims, suits, costs and expenses are due to the gross negligence or intentional breach by such Indemnified Party of this Agreement.

Notwithstanding the foregoing, neither Party shall be held liable to the other for loss of profits, damages of all kinds arising therefrom, nor shall either party be liable for any injury that the students may sustain or may lose in the performance of their duties and functions while undergoing on-the-job training. Consequently, the student trainees hereby waive and renounce any claim against STI and the Host Company for any injury or loss that the student trainees may sustain in the course of their training. ARTICLE V

Confidentiality Either of the Parties shall not disclose to, or use to its own benefit or permit the use by its student trainees, employees, representatives or by any third parties for their benefit any Confidential Information except strictly on a need-to-know basis and as may be necessary for the performance by said Party's obligations under this Agreement. The Parties shall take all necessary precautions to prevent any unauthorized disclosure or use of Confidential Information by any of its employees, agents, representatives or third parties. Pursuant to this Confidential Agreement, "Confidential Information" is understood and treated as business and technical information or data, which either Party may have furnished the other in connection with this Agreement. The obligation of confidentiality and restricted use of Confidential Information shall survive the termination of this Agreement for a period of one (1) year from the date of its termination.

ARTICLE VI Effectivity & Duration of Agreement This Memorandum of

Agreement shall commence upon signing of the parties involved and shall be valid for a period of one (1) year thereafter. It shall also become renewable upon mutual agreement by all parties, unless otherwise sooner revoked, cancelled, or terminated by either party for violation of the conditions above set forth. Either party may terminate this Agreement by giving at least ONE (1) MONTH prior written notice to the other party. In any case, the student trainee shall be allowed to complete their training with the HOST COMPANY.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures on the ___ day of _____, _____ at _____, Philippines. STI | | | | By | By | | | | | | Geneviva C. Quejada | | | Senior Accountant/BPO Team Leader | | | | Signed in the Presence of | | | | By | By | | | | | | | | Geneviva C. Quejada | | | Senior Accountant/BPO Team Leader | | | A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES))S. S. BEFORE ME, a Notary Public for and in the city of Pasig, this ___ day of _____, personally appeared: | Name |

Community Tax Certificate No. | Place Issued | Date Issued | | | | | | | | | |

Known to me to be the same persons who executed the foregoing

Memorandum of Agreement, and they acknowledged to me that the same is their free and voluntary act and deed, as well as of the corporation herein represented. This Agreement consists of ___ (__) pages, including this page.

WITNESS MY HAND AND SEAL. Doc. No. _____: Page No. _____: Book No. _____: Series of _____.