

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into in the City of Manila, Philippines by and between

**COMPANY NAME** with office address at Company Address represented by its Designation, **SIGNATORY's NAME**, hereinafter referred to as **COMPANY ACRONYM**.

- and -

**DE LA SALLE UNIVERSITY INC.**, a private school and an institution of the Brothers of the Christian Schools with office address at 2401 Taft Avenue, Manila, represented by its **Vice Chancellor for Academics, PROF. MYRNA AUSTRIA**, hereinafter referred to as **DLSU INC.**

WHEREAS, **COMPANY ACRONYM** in its concern to enhance the knowledge, skills, attitudes, and values of prospective business professionals, has agreed to provide corporate training to the Applied Corporate Management (ACM) students of the Management and Organization Department of the DLSU College of Business in the form of actual exposure in the various departments or units of the company.

WHEREAS, **DLSU INC.** has instituted the **Applied Corporate Management (ACM) Program**, under which students of the university's Management and Organization Department undergo a Management Internship (PRCACM) at **COMPANY ACRONYM** as part of the university's effort to adequately expose its students to actual work situations, and to enable them to acquire the necessary knowledge, skills, attitudes, and values of world-class management.

NOW, therefore, for and in consideration of the foregoing premises, **COMPANY ACRONYM** and **DLSU INC.** hereby agree on and stipulate the following:

A. **COMPANY ACRONYM** shall undertake the selection process of the recommended students in adherence to **COMPANY ACRONYM** policies and guidelines in recruitment and selection for this purpose;

1. Ensure that students undergo training related to their course, and provide the student interns with work or activities that are varied and challenging;
2. As far as practicable, accommodate the students for three alternate trimesters (PRCACM1, PRCACM2, and PRCACM3), consistent with the schedule of the ACM Program;
3. Provide students with a formal training program or specific training schedule for every PRCACM;
4. Provide students with an orientation about the company and about the job;
5. Designate a Program Coordinator who will coordinate with **DLSU INC.** the various activities under this program;
6. Assign an immediate supervisor who will monitor and discuss the performance of the student interns, every month end, for the duration of the management Internship;
7. Ensure a safe and conducive working environment for the student interns;
8. Expose the student interns to the various stakeholders of the company;
9. Provide an allowance (of at least 75% of minimum wage) to student interns;
10. Accomplish the monthly and term-end evaluation form and discuss the results of the performance evaluation with the student interns;
11. Designate a representative during the culminating activity of the student interns; and
12. Inform the school, through the faculty adviser or coordinator, other matters related to the Management Internship

B. **DLSU INC.** shall:

1. Recommend students who will undergo internship under the Management Internship (PRCACM) Program after going through the usual selection process of **COMPANY ACRONYM**;
2. Designate a faculty coordinator and/or faculty adviser who will coordinate with **COMPANY ACRONYM** on the various activities under this program;
3. Inform **COMPANY ACRONYM**, through the faculty adviser or coordinator, other matters related to the management Internship; and
4. Together with the students, faculty, and parents concerned, renounce and waive any claim against **COMPANY ACRONYM** for any injury or loss that the student intern may sustain or may suffer, personal or pecuniary, in the performance of their duties and functions while under training not attributable to the negligence or willful act of any of the personnel of **COMPANY ACRONYM**. The waivers of the concerned parties shall be submitted to **COMPANY ACRONYM** prior to the commencement of the training.

C. Under this **Internship Program**, the following terms and conditions are likewise included:

1. It is expressly understood that there will be no employer-employee relationship between **COMPANY ACRONYM** and the student interns of **DLSU INC.**;
2. The student interns will be personally responsible for any and all liabilities for damage to property or injury to third persons, which may be occasioned by their intentional or negligent acts while in the course of their training;
3. **DLSU INC.** through the faculty advisers shall see to it that the student interns complete the agreed scope of work within the agreed duration of the program;
4. It is expressly understood by **DLSU INC.**, and the student interns that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance and all other related documents, manuals, and operational or technical matters that **COMPANY ACRONYM** shall make available to them shall be used for the sole purpose of student training. All of these matters are classified as confidential in nature and proprietary to **COMPANY ACRONYM** and the student intern hereby undertake to prevent transfer of such information by any of its members to any party outside of **COMPANY ACRONYM** without the knowledge and written consent of **COMPANY ACRONYM**. The student intern hereby acknowledge this condition specifically after having read and affixed their individual signatures to the **CONFIDENTIALITY AGREEMENT**, a sample of which is attached herewith, which forms part of this Agreement;
5. Any intellectual property owned by the parties prior to this agreement shall continue to be owned by them. The student-intern cannot use any confidential information or data from the company to create intellectual property without the express written approval of the company;
6. Any intellectual property independently created by the student-intern during the period covered by the practicum shall be exclusively owned by the student-intern. Should **COMPANY ACRONYM** provide financial support for the creation of such intellectual property, the ownership of the intellectual property shall be determined by agreement of the parties which shall be embodied in a separate written agreement; and,
7. In case the student-intern jointly creates intellectual property with a person employed by **COMPANY ACRONYM** the intellectual property shall belong to the student-intern and the **COMPANY ACRONYM** jointly in equal shares, unless the parties agree on a different proportion of ownership.

#### D. DURATION

This AGREEMENT shall hold for the duration of the 2011-2012 Academic School Year of **DLSU INC.**, and is automatically renewable every year, provided that **COMPANY ACRONYM** and **DLSU INC.** reserve their respective rights to withdraw their participation in the agreement upon written notice.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this DATE day of MONTH, YEAR in Manila, Philippines.

BY:

**COMPANY NAME**

**DE LA SALLE UNIVERSITY INC.**

\_\_\_\_\_  
**SIGNATORY**  
**Position**

\_\_\_\_\_  
**PROF. MYRNA AUSTRIA, PHD**  
**Vice Chancellor for Academics**

Signed in the presence of:

\_\_\_\_\_  
**DR. BRIAN C. GOZUN**  
**Dean**  
**College of Business**

\_\_\_\_\_  
**DR. BENITO L. TEEHANKEE**  
**Chair**  
**Management & Organization Department**

**SAMPLE  
CONFIDENTIALITY AGREEMENT**

I, **STUDENTS' NAME**, a student of the **DE LA SALLE UNIVERSITY INC.** hereby binds myself and agrees that all information on trade secrets, technology, manufacturing process, quality assurance methodologies, product formulation, production capacities, documents and manuals and other technical matters that **COMPANY NAME** shall make available to me or that I may have access to in connection with **COMPANY NAME** concern to enhance the training and development of more and better information technology professionals by providing me technical support in the form of training on the current and latest development in the computer industry shall be used for the sole purpose of developing my assigned systems projects. All of these matters are classified as confidential in nature and proprietary to **COMPANY NAME**

I agree that such information shall be held in trust and in fiduciary capacity, and I hereby undertake to prevent transfer of such information and assigns consciously and unconsciously, to any party without written consent of **COMPANY NAME**.

This Agreement shall be effective upon the signing hereof and shall continue to be in force and effect even after the termination of the Memorandum of Agreement signed between **COMPANY NAME** and **DE LA SALLE UNIVERSITY INC.**

Signed this DATE day of MONTH, YEAR in Manila, Philippines.

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STUDENTS' NAME

Noted by:

**COMPANY NAME**

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COMPANY REPRESENTATIVE'S NAME

**ACKNOWLEDGEMENT**

Republic of the Philippines ) S.S.  
City of Manila )

On this \_\_\_\_ day of \_\_\_\_, 20\_\_ personally appeared before me, a Notary Public in and for the city of Manila, the following persons:

<b>NAME</b>	<b>PASSPORT/CTC NUMBER</b>	<b>DATE ISSUED</b>	<b>PLACE ISSUED</b>
Myrna Austria			
Brian Gozun			
Benito Teehankee			

all known to me to be the same persons who executed the foregoing document and acknowledgement that the same is an act of their free and voluntary will and deed.

IN WITNESS WHEREOF, I hereunto sign this document and affix my seal of office on this date and place aforementioned.

**NOTARY PUBLIC**  
Until \_\_\_\_\_  
PTR \_\_\_\_\_  
TIN \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2011