

**MEMORANDUM OF AGREEMENT  
STUDENT INTERNSHIP PROGRAM**

*KNOW ALL PERSONS BY THESE PRESENTS:*

This agreement made and executed this June 24, 2021 day of Wednesday at Lipa City, Batangas by and between:

**DE LA SALLE LIPA, INC**, a non-stock, non-profit educational institution duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at 1962 JP Laurel National Highway, Mataas na Lupa, Lipa City, Batangas, represented herein by Engr. Ramon Flores IV in his capacity as Dean of the College of Information Technology and Engineering, hereinafter referred to as "**DLSL**";

a n d

**Arcadier Pte Ltd**, with Address 33A Keong Saik Road Singapore 089140 and is herein represented by its Authorized Representatives, **Edmar Bonsol**, as the QA Lead and hereinafter referred to as "**COMPANY**";

**WITNESSETH**

**WHEREAS**, **DLSL** desires to provide students with an opportunity to complement their formal learning with practical knowledge, skills and to gain competitive skills and attitudes for employment; **and**,

**WHEREAS**, the **COMPANY** agrees to accept students of **DLSL** as trainees and provide them with a wide variety of work assignments and exposures which are related to the current application of appropriate knowledge and skills;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the Parties hereto agree and do hereby mutually bind themselves as follows:

**A. DE LA SALLE LIPA, INC. (DLSL)** shall:

1. Be responsible for conducting the preliminary screening of the Trainee/s who intend to engage in practicum in the Company as part of the school curriculum;
2. Provide the Trainee with the basic orientation on work values, behavior and discipline to ensure smooth operation and cooperation with the Company;
3. Issue an official endorsement letter for the fitness of the Trainee/s that shall be used by the Company for processing the application of the Trainee/s;
4. Designate a Teacher- in- Charge who shall be responsible for the following:
  - 4.1 Set a meeting with the Trainee/s to:
    - 4.1.1 Receive feedback regarding the professional practicum experience;
    - 4.1.2 Provide guidance on tasks and projects;
    - 4.1.3 Discuss insights and observations obtained while at the practicum site;
    - 4.1.4 Exchange information related to one's professional discipline and interests;
    - 4.1.5 Express training concerns; and
    - 4.1.6 Share work related concerns connected to one's integration of faith and work

- 4.2 Have communication with the Company to confer with the assigned Practicum Supervisor regarding the performance of the Trainee/s, and this can be done through:
  - 4.2.1 Regular phone checking; and
  - 4.2.2 Personal workplace visit/s
5. Voluntarily withdraw a Trainee who is found to misbehave and/ or act in defiance to existing standards, rules and regulations of the Company, and impose, after due process and as warranted, the necessary school sanctions to the said Trainee.

**B. The Company shall;**

1. Provide the **Trainee/s** orientation and training on the areas pertinent to his/her line of specialization, and;
  - 1.1 Provide the **Trainee/s** with a wide variety of work assignments and exposures which are related to the current application of appropriate knowledge and skills;
2. Provide the **Trainee/s with a** Practicum Supervisor who shall;
  - 2.1 Evaluate the performance of the **Trainee/s** upon completion of the training, by accomplishing the following forms:
    - 2.1.1 Performance Evaluation Form
    - 2.1.2 Employment Readiness Index Survey
  - 2.2 Provide the **Trainee/s** with a Certificate of Completion and Daily Time Record upon completion of the required number of training hours.
  - 2.3 Report to **DE LA SALLE LIPA, INC.** through the said Teacher-in-Charge any concerns regarding the Trainee/s;
3. Accord adequate protection to the **Trainee/s** in accordance with the Labor Code and other existing laws, rules and regulations;
4. Not be liable for any loss or injury sustained by the **Trainee/s** inside the premises provided the requisite amount of diligence is observed by the Company;
5. Not be obliged to employ any **Trainee** upon completion of the training but may also do so based on such reasonable terms and conditions that it may set;

**C. Under this Memorandum of Agreement, the following terms and conditions are likewise included:**

1. There is no employer-employee relationship existing between the **Company** and the **Trainee/s** during the duration of the Practicum Program.
2. The **Trainee/s** shall conform to all rules and regulations of the **Company** while on training;
3. The **Trainee/s** and also the **Company** shall not divulge any information that he/ she / it may have access to, and as such information will only be used for academic purposes;
4. The **Trainee/s** shall be allowed to Work from Home in order to comply with the Guidelines for the Prevention, Control and Mitigation of the Spread of Coronavirus Disease 2019 (COVID19) and the **Company** agrees that all activities would be done

online.

**D. SEVERANCE**

If any provision of this AGREEMENT or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or not enforceable only to that extent and no further.

**E. CONFIDENTIALITY**

The AGREEMENT, as well as its terms and conditions herein shall be held in strict confidence and that no portion or part thereof may be reproduced or be revealed to any personnel or entity other than the signatories herein or their authorized representative.

**F. SEPARABILITY**

The invalidity or unenforceability of any provision of the AGREEMENT shall not affect or impair other provisions that are otherwise valid, binding and effective.

**G. GOVERNING LAW AND ARBITRATION**

The AGREEMENT shall be governed by and construed according to the laws of the Republic of the Philippines

**H. ENTIRE AGREEMENT**

The AGREEMENT constitutes the entire agreement between the parties, their successors and assignees. Any and all matters or things that the parties may have agreed upon but have not been reduced to writing herein shall be void and ineffective.

**I. DURATION**

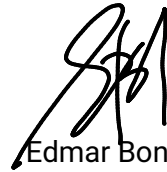
This Memorandum of Agreement shall take effect immediately after signing hereof and shall continue thereafter, provided however that any provision of this Agreement may be amended by written consent of both parties herein and provided further that the Company and DE LA SALLE LIPA, INC. reserves the right to withdraw its participation in the agreement upon written notice

**IN WITNESS WHEREOF**, the Parties hereto and their principal witnesses hereby set their hands on this document on the \_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_.

**DE LA SALLE LIPA, INC.**  
By:

Engr Ramon Flore IV  
Dean, College of Information Technology and Engineering

**Arcadier Pte Ltd**  
By:

  
Edmar Bonsol  
QA Lead

Signed in the Presence of:

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES (LIPA CITY S.S.)

BEFORE ME, a Notary Public for and in \_\_\_\_\_ on this \_\_\_day of \_\_\_\_\_, 2021 personally appeared the following:

NAME

VALID ID NO.

ISSUED AT / ON

Both known to me and to me known to be the same persons who executed the foregoing instrument on behalf of the companies they are representing and they acknowledged to me that the same is their own free voluntary act and deed.

This instrument relates to a “\_\_\_\_\_” signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL.

Doc. No. -  
Page No. -  
Book No. -  
Series of 2021