CONSENT FORM
for WORK IMMERSION

Name of Student:	
Date of Birth:	
School:	
Name of Parent/Guardian:	
Address:	
Contact number:	

MEDICAL BACKGROUND

Does your child suffer from any medical conditions/allergies?
(please check appropriate box)

☐ Yes ☐ No

Please provide details of medication that must be administered, if any:

UNDERTAKING:

a) I agree to my son/daughter taking part in the Work Immersion as a key feature of the Senior High School Curriculum, which involves hands-on experience or work simulation in which learners can apply their competencies and acquired knowledge relevant to their track;

b) I understand that an insurance for learners in DepEd schools shall be procured by their respective schools, hence, I hereby release the school, its teachers and personnel from any and all liability, claims, demands and causes of action whatsoever arising out of or related to any loss, damage or injury that may be sustained by my son/daughter during the Work Immersion;

c) I confirm to the best of my knowledge that my son/daughter does not suffer from any medical condition other than those listed above;

d) That I have read and fully understood the statements above including the implications thereof.

Signature over printed name of parent/guardian	Date: _____ (mm/dd/yy)

ANNEX D: MOA TEMPLATE FOR NGOs

24May2017
Non-Government Organization

MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP

This Memorandum of Agreement is entered into this ____ of _____, 20_____ in _____, by and between:

The - <NAME OF SCHOOL>, with School Identification Number _____a public high school, with principal address at _____, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, and hereinafter referred to as the SCHOOL;

-and-

<NAME OF NONGOVERNMENT ORGANIZATION>, a duly registered nongovernment organization operating under the laws of the Philippines, with principal address at _____, represented in this Agreement by its <Position>, <NAME>, <NATIONALITY>, of legal age, hereinafter referred to as the "NGO".

WITNESSETH:

WHEREAS, the Department of Education of the Philippines, hereinafter referred to as "DepEd", is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and nonformal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

WHEREAS, DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as "SHS", with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

WHEREAS, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

WHEREAS, DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

WHEREAS, DepEd will start full implementation of SHS in School Year 2016–2017;

WHEREAS, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

WHEREAS, to achieve this objective, the SCHOOL needs to enter into a Work Immersion

ANNEX D: MOA TEMPLATE FOR NGOs

WHEREAS, the NGO operates in the area where the School is located and has offices, facilities, project sites, and expertise that it can make available to the SCHOOL for purposes of student work immersion;

WHEREAS, the NGO considers going into a Work Immersion partnership with the School as part of its mission to create a positive impact on the community, especially the young people;

WHEREAS, the NGO recognizes the need for a work immersion environment that is safe for the students and teachers, conducive to learning, and has the capability to provide these;

WHEREAS, the SCHOOL and the NGO, hereinafter collectively referred to as "the PARTIES", undertake to collaborate for the successful implementation of the SHS in <Municipality> cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

DESCRIPTION OF THE WORK IMMERSION PROGRAM

With the passage of the Enhanced Basic Education Act of 2013 or Republic Act 10533, DepEd was tasked to implement the K to 12 Program, essentially adding two (2) years of specialization within the Basic Educational System;

DepEd designed the implementation of RA 10533 within the framework of increased community involvement in the learner's experience;

With this premise, DepEd offers venues for various stakeholders to participate in the implementation of RA 10533 and, the same offer, accepted by the PARTIES herein;

The Work Immersion Program is one of the course requirements for graduation. A SHS student has to undergo Work Immersion in a business organization or establishment with work requirements related to the specialization. Through Work Immersion, the students are exposed to and are familiarized with the work environment related to their field of specialization. Specifically, the students are able to:

1. Appreciate the importance and application of the principles and theories learned in school
2. Enhance their technical knowledge and skills
3. Enrich their skills in communications and human relations
4. Develop good work habits, attitudes, appreciation, and respect for work

ANNEX D: MOA TEMPLATE FOR NGOs

I. OBJECTIVES OF THE WORK IMMERSION PARTNERSHIP

The Work Immersion Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from the NGO experts and practitioners in order to align the SHS program with work standards.

2. To develop in the students of the SHS program the knowledge and skills that are relevant to the needs of the job market in the area.
3. To provide SHS students relevant learning experiences by exposing them to the actual workplace setting.

4. To form Work Immersion Partnership between the SCHOOL and the NGO, allowing the students, faculty, and staff of the schools concerned the use of and access to the NGO workplace and equipment as part of their Work Immersion Program.

II. RESPONSIBILITIES OF THE PARTIES

A. Joint Responsibilities

Both the SCHOOL and the NGO shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership.

2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.

3. Adhere to all laws, memorandums, and circulars, especially those pertaining to child protection as provided for in the Guidelines for Work Immersion (Guidelines).

4. Develop the students' Work Immersion module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes, and competencies that the student should acquire after completing the program. (See Annex A and Annex C of the Guidelines.)

5. Develop a Work Immersion Daily Schedule of Activities that will be followed by the students during the whole duration of the Work Immersion in the NGO. (See Annex C of the Guidelines.)

6. Formulate local school Work Immersion policies and guidelines on selection, placement, monitoring, and assessment of students (Immersion participants), to ensure that each student is assigned to an Immersion partner matched to his/her desired track, qualifications, and aptitude.

ANNEX D: MOA TEMPLATE FOR NGOs

B. Responsibilities of the SCHOOL

The SCHOOL shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s, which will be the subject of the partnership.

2. Make the necessary adjustments to contextualize the SHS subjects based on inputs coming from the NGO.

3. Designate a person in charge of coordinating with the NGO and supervising the activities of the students for the duration of the Work Immersion Program.
4. Provide insurance coverage for learners during the Work Immersion program.

5. Continue to exercise its Special Parental Authority under the Family Code over the Senior High School student under Immersion in the premises of the partner.

6. Monitor each student's progress throughout the duration of the entire work immersion program to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.

7. Provide the NGO an evaluation tool for the students' Immersion performance.

8. Issue a final grade to the student upon completion of the requirements within a prescribed period.

9. Ensure that the student will adhere to the nondisclosure policies of the NGO as agreed to by the School.

10. Provide signed Consent forms from the students' parents as applicable.

11. Provide the NGO a Certificate of Participation in the SHS program for whatever purpose it may serve.

12. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the NGO.

C. The NGO shall:

1. Assign a competent Immersion Coordinator from the NGO to liaise with the School and supervise the students without prejudice to the special parental authority of the school, its administrators, and teachers for the duration of the Work Immersion program so as to ensure efficient implementation of all stages of the program.

2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.

3. Lend its expertise by making available its resident resource persons to provide training to the students.

4. Allow the students to be deployed to the different sections/departments/project sites of the NGO based on the Work Immersion Daily Schedule of Activities.

5. Agree to the required number of hours of the immersion program set under the DepEd SHS curriculum. (See Annex A of the Guidelines.)

6. Provide immersion opportunities for <number of students>students for <School Year>.

7. Provide students with an orientation about the NGO, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which the NGO operates for the students to get a holistic understanding of its business.

8. Similarly ensure that students undergo training related to their course, and provide the students with work or activities based on the activities listed in the prescribed template for the Immersion Program of Activities (Annex C of the Guidelines).

9. Make its workplace and facilities available to students and teachers, and shall similarly take all necessary action to ensure the safety of students within their areas of operation at all times, which shall include, but shall not be limited to, the provision for Personal Protective Equipment (PPE), if applicable. Ensure that the students will not be exposed to hazardous materials and working environment throughout the duration of Immersion.

10. Evaluate students' performance in the immersion venue by accomplishing provided evaluation tool.

11. Issue a Certificate of Completion to the student trainees upon satisfactory compliance of all requirements of the program.

12. Execute a deed of donation in favor of DepEd for the completed Work Immersion Partnership.

13. Submit to the Adopt-A-School Program Secretariat all pertinent documents in support of the amount specified/claimed for the tax exemption application of the NGO.

III. EFFECTIVITY

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The NGO and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The NGO and the SCHOOL reserve their respective rights to terminate their

notice within thirty (30) days before the effectivity of the termination. Both parties shall turnover all deliverables agreed thereto in the Work Immersion Program. Termination shall be subject to the mutual agreement between the parties.

A material breach of the Work Immersion Guidelines and/or this MOA shall constitute a ground for termination of the MOA, in whole or in part, by the aggrieved party, without prejudice to other legal remedies.

IV. LIABILITY

The school, its administrator, and teachers exercising authority and supervision over the Senior High School Student undergoing Immersion in the premises of the partner may be held accountable for the student's acts.

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement.

DepEd shall not be liable for opportunity losses of the NGO during the duration and after the termination of this agreement.

V. NONDISCLOSURE PROVISION

It is expressly understood by DepEd and the students 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, operational, and technical matters that the NGO 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 the NGO and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the NGO.

VI. OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY

Intellectual properties developed by the student as part of his or her regular Work Immersion duties in the NGO and their corresponding copyrights and/or patents shall belong to the NGO.

Intellectual properties developed by the student outside of his or her regular Work Immersion duties in the NGO and their corresponding copyrights and/or patents shall belong to the student, even if the student used the time, facilities, materials of the NGO, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the NGO.

The above provisions shall apply in proportion to the intellectual properties developed by the student in case intellectual property is jointly developed by the student with an employee or personnel of the NGO, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the NGO.

VII. OTHER PROVISIONS

It is expressly understood by the PARTIES that the NGO is not obliged to pay wage or salary since no employer-employee relationship exists between them. However, the NGO is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc.

In determining the existence of an employer-employee relationship, the following elements are considered: (1) the power to hire; (2) the payment of wages; (3) the power to dismiss; and (4) the power to control the employee's conduct, with the control test generally assuming primacy in the overall consideration.

No employer-employee relationship exists between the student and the partner in Work Immersion if all the following criteria are met:

1. The training, even though it includes actual operation of the employer's facilities, is similar to training provided in an educational program.
2. The training is for the benefit of the student.
3. The student does not displace regular employees, and works under close supervision.
4. The students are not entitled to a job at the conclusion of the training period and are free to take jobs elsewhere in the same field.
5. Any clinical training is performed under the supervision and direction of people who are knowledgeable and experienced in the activity.
6. The training is general, and qualifies the student to work in any similar business. It is not designed specifically for a job with the employer that offers the program.
7. The screening process for the Immersion program is not the same as that for employment, and does not appear to be for that purpose. The screening only uses criteria relevant for admission to an independent educational program.
8. Advertisements, posting, or solicitations for the program clearly discuss education or training, rather than employment, although employers may indicate that qualified graduates may be considered for employment.

DepEd Order No. 30, s. 2017 shall be considered an integral part of this Memorandum of Agreement, hence, faithful compliance to the provisions thereof shall be observed.

ANNEX D: MOA TEMPLATE FOR NGOs

FOR THE SCHOOL:

_____
<NAME>
<POSITION>

FOR THE NGO:

_____
<NAME>
<POSITION>

WITNESSED BY:

_____ _____

APPROVED BY:

_____
<NAME>
<POSITION>
<DEPARTMENT>

ANNEX D: MOA TEMPLATE FOR LGUs

24May2017v.1
Local Government Unit

MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP

This Memorandum of Agreement is entered into this ____ of _____, 20_____ in _____, by and between:

The - <NAME OF SCHOOL>, with School Identification Number _____a public high school, with principal address at _____, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, and hereinafter referred to as the SCHOOL;

-and-

The Barangay / Municipality / City /Province of _____, of the Republic of the Philippines, with principal address at _____, and represented in this Agreement by its <BARANGAY CHAIRMAN/MAYOR/GOVERNOR>, <NAME>, <NATIONALITY>, of legal age, hereinafter referred to as the "LGU".

WITNESSETH:

WHEREAS, the Department of Education of the Philippines, hereinafter referred to as "DepEd", is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and nonformal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

WHEREAS, DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as "SHS", with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

WHEREAS, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

WHEREAS, DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

WHEREAS, DepEd will start full implementation of SHS in School Year 2016–2017;

WHEREAS, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

WHEREAS, to achieve this objective, the SCHOOL needs to enter into a Work Immersion partnership with the LGU;

ANNEX D: MOA TEMPLATE FOR LGUs

WHEREAS, the LGU operates in the area where the School is located and has offices, facilities, project sites, and expertise that it can make available to the School for purposes of student work immersion;
WHEREAS, the LGU considers going into a work immersion partnership with the School as part of its mission to create a positive impact on the community, especially the young people;

WHEREAS, the institutionalization and implementation of the K to 12 program is among the priority programs of the Government for promoting inclusive growth;

WHEREAS, the LGU is encouraged to fully support the successful implementation of the K to 12 Program of the Department of Education as stated in Paragraph 4, Section 2 of the Republic Act 9155 or "Governance of Basic Education Act of 2001";

WHEREAS, the LGU recognizes the need for a work immersion environment that is safe for the students and teachers, and conducive to learning, and has the capability to provide these;

WHEREAS, the SCHOOL and the LGU, hereinafter collectively referred to as "PARTIES", undertake to collaborate toward the successful implementation of the SHS in <Barangay/Municipality/City/Province> cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

DESCRIPTION OF THE WORK IMMERSION PROGRAM

With the passage of the Enhanced Basic Education Act of 2013 or Republic Act 10533, DepEd was tasked to implement the K to 12 Program, essentially adding two (2) years of specialization within the Basic Educational System;

DepEd designed the implementation of RA 10533 within the framework of increased community involvement in the learner's experience;

With this premise, DepEd offers venues for various stakeholders to participate in the implementation of RA 10533 and, the same offer, accepted by the PARTIES herein;

The Work Immersion Program is one of the course requirements for graduation. A SHS student has to undergo work immersion in a business organization or establishment with work requirements related to the specialization. Through work immersion, the students are exposed to and are familiarized with the work-related environment related to their field of specialization. Specifically, the students are able to:

1. Appreciate the importance and application of the principles and theories learned in school
2. Enhance their technical knowledge and skills
3. Enrich their skills in communications and human relations
4. Develop good work habits, attitudes, appreciation and respect for work

ANNEX D: MOA TEMPLATE FOR LGUs

I. OBJECTIVES OF THE WORK IMMERSION PARTNERSHIP

The Work Immersion Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from the LGU experts and practitioners in order to align the SHS program with work standards.

2. To develop in the students of the SHS program the knowledge and skills that are relevant to the needs of the job market in the area.

3. To provide SHS students relevant learning experiences by exposing them to the actual workplace setting.

4. To form Work Immersion Partnership between the SCHOOL and the LGU, allowing the students, faculty, and staff of the schools concerned the use of and access to the LGU workplace and equipment as part of their Work Immersion Program.

II. RESPONSIBILITIES OF THE PARTIES

A. Joint Responsibilities

Both the SCHOOL and the LGU shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership.

2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.

3. Adhere to all laws, memorandums, and circulars especially those pertaining to child protection as provided for in the Guidelines for Work Immersion (Guidelines).

4. Develop the students' Work Immersion module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes, and competencies that the student should acquire after completing the program. (See Annex A and Annex C of the Guidelines.)

5. Develop a Work Immersion Daily Schedule of Activities that will be followed by the student during the whole duration of the work immersion in the LGU. (See Annex C of the Guidelines.)

6. Formulate local school work immersion policies and guidelines on selection, placement, monitoring, and assessment of student (immersion participants to ensure that each student is assigned to an immersion partner matched to his/her desired track, qualifications, and aptitude.

ANNEX D: MOA TEMPLATE FOR LGUs

B. Responsibilities of the SCHOOL

The SCHOOL shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s that will be the subject of the partnership.

2. Make the needed adjustments to contextualize the SHS subjects based on inputs from the LGU.

3. Designate a person in charge of coordinating with the LGU and supervising the activities of the students for the duration of the Work Immersion program.

4. Provide insurance coverage for learners during the Work Immersion program.

5. Continue to exercise its Special Parental Authority under the Family Code over the SHS student under immersion in the premises of the partner.

6. Monitor each student's progress throughout the duration of the entire Work Immersion program so as to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.

7. Provide the LGU evaluation tool for the students' immersion performance.

8. Issue a final grade to the student upon completion of the requirements within a prescribed period.

9. Ensure that the student will adhere to the nondisclosure policies of the Municipality/City/Province as agreed to by the School.

10. Provide signed Consent forms from the parents as applicable.

11. Provide the LGU a Certificate of Participation in the SHS Program for whatever purpose it may serve.

12. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the LGU.

C. The LGU shall:

1. Assign a competent Immersion Coordinator from the LGU to liaise with the School and supervise the students without prejudice to the special parental authority of the school, its administrators and teachers for the duration of the work immersion program so as to ensure efficient implementation of all stages of the program.

2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.

3. Lend its expertise by making available its resident resource persons to provide training to the students.

4. Allow the student to be deployed to the different sections/departments/project sites of the LGU based on the Work Immersion Daily Schedule of Activities.

5. Agree to the required number of hours of the immersion program set under the DepEd SHS curriculum. (See Annex A of the Guidelines.)

6. Provide immersion opportunities for <number of students>students for <School Year>.

7. Provide students with an orientation about the LGU, the job as well as expose them to the various stakeholders of the community in which it operates for the students to get a holistic understanding of the LGU.

8. Similarly, ensure that students undergo training related to their course, and provide the students with work or activities based on the activities listed in the prescribed template for the Immersion Program of Activities (Annex C of the Guidelines).

9. Make its workplace and facilities available to students and teachers, and shall similarly take all necessary action to ensure the safety of students within their areas of operation at all times, which shall include, but shall not be limited to, the provision for Personal Protective Equipment (PPE's), if applicable. Ensure that the students will not be exposed to hazardous materials and working environment throughout the duration of the immersion.

10. Evaluate students' performance in the immersion venue by accomplishing provided evaluation tool.

11. Issue a Certificate of Completion to the student trainees upon satisfactory compliance with all requirements of the program.

12. Execute a deed of donation in favor of DepEd for the completed Work Immersion Partnership.

III. EFFECTIVITY

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The LGU and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The LGU and the SCHOOL reserve their respective rights to terminate their participation in the agreement after the duration of this Agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turnover all deliverables agreed thereto in the Work Immersion Program. Termination shall be subject to the mutual agreement between the parties.

A material breach of the Work Immersion Guidelines and/or this MOA shall constitute a ground for termination of the MOA, in whole or in part, by the aggrieved party, without prejudice to other legal remedies.

IV. LIABILITY

The school, its administrator, and teachers exercising authority and supervision over the Senior High School Student undergoing immersion in the premises of the partner may be held accountable for the student's acts.

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement.

DepEd shall not be liable for opportunity losses of the LGU during the duration and after the termination of this agreement.

V. NONDISCLOSURE PROVISION

It is expressly understood by DepEd and the students 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, operational, and technical matters that the LGU 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 the LGU and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the LGU.

VI. OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY

Intellectual properties developed by the student as part of his or her regular Work Immersion duties in the LGU and their corresponding copyrights and/or patents shall belong to the LGU.

Intellectual properties developed by the student outside of his or her regular Work Immersion duties in the LGU and their corresponding copyrights and/or patents shall belong to the student, even if the student used the time, facilities, materials of the LGU, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the LGU.

The above provisions shall apply in proportion to the intellectual properties developed by the student in case intellectual property is jointly developed by the student with an employee or personnel of the LGU, unless otherwise stipulated in a separate agreement

ANNEX D: MOA TEMPLATE FOR LGUs

VII. OTHER PROVISIONS

It is expressly understood by the PARTIES that the LGU is not obliged to pay wage or salary since no employer-employee relationship exists between them. However, the LGU is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc.

In determining the existence of an employer-employee relationship, the following elements are considered: (1) the power to hire; (2) the payment of wages; (3) the power to dismiss; and (4) the power to control the employee's conduct, with the control test generally assuming primacy in the overall consideration.

No employer-employee relationship exists between the student and the partner in Work Immersion if all the following criteria are met:

1. The training, even though it includes actual operation of the employer's facilities, is similar to training provided in an educational program.
2. The training is for the benefit of the student.
3. The student does not displace regular employees, and works under close supervision.
4. The students are not entitled to a job at the conclusion of the training period and are free to take jobs elsewhere in the same field.
5. Any clinical training is performed under the supervision and direction of people who are knowledgeable and experienced in the activity.
6. The training is general, and qualifies the student to work in any similar business. It is not designed specifically for a job with the employer that offers the program.
7. The screening process for the Immersion program is not the same as that for employment, and does not appear to be for that purpose. The screening only uses criteria relevant for admission to an independent educational program.
8. Advertisements, posting, or solicitations for the program clearly discuss education or training, rather than employment, although employers may indicate that qualified graduates may be considered for employment.

FOR THE SCHOOL:

_____
<NAME>
<POSITION>

FOR THE LGU:

_____
<NAME>
<POSITION>

WITNESSED BY:

_____ _____

APPROVED BY:

_____
<NAME>
<POSITION>
<DEPARTMENT>

ANNEX D: MOA TEMPLATE FOR COOPERATIVES

25May2017
Cooperative

MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP

This Memorandum of Agreement is entered into this ____ of _____, 20_____ in _____, by and between:

The - <NAME OF SCHOOL>, with School Identification Number _____a public high school, with principal address at _____, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, and hereinafter referred to as the SCHOOL;

-and-

<NAME OF COOPERATIVE>, a duly registered cooperative operating under the laws of the Philippines, with principal address at _____, represented in this Agreement by its <Position>, <NAME>, <NATIONALITY>, of legal age, and hereinafter referred to as the COOPERATIVE.

WITNESSETH:

WHEREAS, the Department of Education of the Philippines, hereinafter referred to as "DepEd", is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs, and projects in the areas of formal and nonformal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

WHEREAS, DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as "SHS", with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship, and higher learning;

WHEREAS, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

WHEREAS, DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

WHEREAS, DepEd will start full implementation of SHS in School Year 2016–2017;

WHEREAS, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

WHEREAS, to achieve this objective, the SCHOOL needs to enter into a Work Immersion Partnership with the COOPERATIVE;

ANNEX D: MOA TEMPLATE FOR COOPERATIVES

WHEREAS, the COOPERATIVE operates in the area where the School is located and has offices, facilities, project sites, and expertise that it can make available to the School for purposes of student Work Immersion;

WHEREAS, the COOPERATIVE considers going into a work immersion partnership with the School as part of its mission to create a positive impact on the community, especially the young people;

WHEREAS, the COOPERATIVE recognizes the need for a Work Immersion environment that is safe for the students and teachers, and conducive to learning, and has the capability to provide these;

WHEREAS, the SCHOOL and the COOPERATIVE, hereinafter collectively referred to as "the PARTIES", undertake to collaborate for the successful implementation of the SHS in <Municipality> cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

DESCRIPTION OF THE WORK IMMERSION PROGRAM

With the passage of the Enhanced Basic Education Act of 2013 or Republic Act 10533, DepEd was tasked to implement the K to 12 Program, essentially adding two (2) years of specialization within the Basic Educational System;

DepEd designed the implementation of RA 10533 within the framework of increased community involvement in the learner's experience;

With this premise, DepEd offers venues for various stakeholders to participate in the implementation of RA 10533 and, the same offer, accepted by the PARTIES herein;

The Work Immersion Program is one of the course requirements for graduation. A SHS student has to undergo Work Immersion in a business organization or establishment with work requirements related to the specialization. Through Work Immersion, the students are exposed to and are familiarized with the work-related environment related to their field of specialization. Specifically, the students are able to:

1. Appreciate the importance and application of the principles and theories learned in school
2. Enhance their technical knowledge and skills
3. Enrich their skills in communications and human relations
4. Develop good work habits, attitudes, appreciation, and respect for work

ANNEX D: MOA TEMPLATE FOR COOPERATIVES

I. OBJECTIVES OF THE WORK IMMERSION PARTNERSHIP

The Work Immersion Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from the COOPERATIVE experts and practitioners in order to make the SHS program aligned and consistent with work standards.

2. To develop in the students of the SHS program the knowledge and skills that are relevant to the needs of the job market in the area.
3. To provide SHS students relevant learning experiences by exposing them to the actual workplace setting.

4. To form Work Immersion Partnership between the SCHOOL and the COOPERATIVE, allowing the students, faculty, and staff of the schools concerned the use of and access to the COOPERATIVE workplace and equipment as part of their Work Immersion Program.

II. RESPONSIBILITIES OF THE PARTIES

A. Joint Responsibilities

Both the SCHOOL and the COOPERATIVE shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership.

2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.

3. Adhere to all laws, memoranda and circulars especially those pertaining to child protection as provided for in the Guidelines for Work Immersion (Guidelines).

4. Develop the students' Work Immersion module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the student should acquire after completing the program. (See Annex A and Annex C of the Guidelines.)

5. Develop a Work Immersion Daily Schedule of Activities that will be followed by the students during the whole duration of the Work Immersion inside the COOPERATIVE. (See Annex C of the Guidelines.)

6. Formulate local school work immersion policies and guidelines on selection, placement, monitoring, and assessment of students (immersion participants), in order to ensure that each student is assigned to an immersion partner matched to his/her desired track, qualifications, and aptitude.

ANNEX D: MOA TEMPLATE FOR COOPERATIVES

B. Responsibilities of the SCHOOL

The SCHOOL shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the partnership.

2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the COOPERATIVE.

3. Designate a person who will be in charge of coordinating with the COOPERATIVE and supervising the activities of the students for the duration of the Work Immersion Program.
4. Provide insurance coverage for learners during the Work Immersion program.

5. Continue to exercise its Special Parental Authority under the Family Code over the Senior High School student under immersion in the premises of the partner.

6. Monitor each student's progress throughout the duration of the entire work immersion program so as to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.

7. Provide the COOPERATIVE an evaluation tool for the students' immersion performance.

8. Issue a final grade to the student upon completion of the requirements within a prescribed period.

9. Ensure that the student will adhere to the non- disclosure policies of the COOPERATIVE as agreed to by the SCHOOL.

10. Provide signed Consent forms from the parents as applicable.

11. Provide the COOPERATIVE a Certificate of Participation in the SHS program for whatever purpose it may serve.

12. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the COOPERATIVE.

C. Responsibilities of the COOPERATIVE:

The COOPERATIVE shall:

1. Assign a competent Immersion Coordinator from the COOPERATIVE to liaise with the School and supervise the students without prejudice to the special parental authority of the school, its administrators and teachers for the duration of the work immersion program so as to ensure efficient implementation of all stages of the program

ANNEX D: MOA TEMPLATE FOR COOPERATIVES

2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.

3. Lend its expertise by making available its resident resource persons to provide training to the students.

4. Allow the students to be deployed to the different sections/departments/project sites of the COOPERATIVE based on the Work Immersion Daily Schedule of Activities.

5. Agree to the required number of hours of the immersion program set under the DepEd SHS curriculum. (See Annex A of the Guidelines.)

6. Provide immersion opportunities for <number of students> students for <School Year>.

7. Provide students with an orientation about the COOPERATIVE, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which the COOPERATIVE operates for the students to get a holistic understanding of its business.

8. Similarly ensure that students undergo training related to their course, and provide the students with work or activities based on the activities listed in the prescribed template for the Immersion Program of Activities (Annex C of the Guidelines).

9. Make its workplace and facilities available to students and teachers, and shall similarly take all necessary action to ensure the safety of students within their areas of operation at all times, which shall include, but shall not be limited to, the provision for Personal Protective Equipment (PPE), if applicable. Ensure that the students will not be exposed to hazardous materials and working environment throughout the duration of the immersion.

10. Evaluate students' performance in the immersion venue by accomplishing provided evaluation tool.

11. Issue a Certificate of Completion to the student trainees upon satisfactory compliance with all requirements of the program.

12. Execute a deed of donation in favor of DepEd for the completed Work Immersion Partnership.

13. Submit to the Adopt-A-School Program Secretariat all pertinent documents in support of the amount specified/claimed for the tax exemption application of the COOPERATIVE.

ANNEX D: MOA TEMPLATE FOR COOPERATIVES

III. EFFECTIVITY

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The COOPERATIVE and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The COOPERATIVE and the SCHOOL reserve their respective rights to terminate their participation in the agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turn over all deliverables agreed thereto in the Work Immersion Program. Termination shall be subject to the mutual agreement between the parties.

A material breach of the Work Immersion Guidelines and/or this MOA shall constitute a ground for termination of the MOA, in whole or in part, by the aggrieved party, without prejudice to other legal remedies.

IV. LIABILITY

The school, its administrator, and teachers exercising authority and supervision over the Senior High School Student undergoing immersion in the premises of the partner may be held accountable for the student's acts.

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement.

DepEd shall not be liable for opportunity losses of the COOPERATIVE during the duration and after the termination of this agreement.

V. NONDISCLOSURE PROVISION

It is expressly understood by DepEd and the students 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 and technical matters that the COOPERATIVE 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 the COOPERATIVE, and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the COOPERATIVE.

ANNEX D: MOA TEMPLATE FOR COOPERATIVES

VI. OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY

Intellectual properties developed by the student as part of his or her regular Work Immersion duties in the COOPERATIVE and their corresponding copyrights and/or patents shall belong to the COOPERATIVE.

Intellectual properties developed by the student outside of his or her regular Work Immersion duties in the COOPERATIVE and their corresponding copyrights and/or patents shall belong to the student, even if the student used the time, facilities, materials of the COOPERATIVE, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the COOPERATIVE.

The above provisions shall apply in proportion to the intellectual properties developed by the student in case intellectual property is jointly developed by the student with an employee or personnel of the COOPERATIVE, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the COOPERATIVE.

VII. OTHER PROVISIONS

It is expressly understood by the PARTIES that the COOPERATIVE is not obliged to pay wage or salary since no employer-employee relationship exists between them. However, the COOPERATIVE is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc.

In determining the existence of an employer-employee relationship, the following elements are considered: (1) the power to hire; (2) the payment of wages; (3) the power to dismiss; and (4) the power to control the employee's conduct, with the control test generally assuming primacy in the overall consideration.

No employer-employee relationship exists between the student and the partner in Work Immersion if all the following criteria are met:

1. The training, even though it includes actual operation of the employer's facilities, is similar to training provided in an educational program.
2. The training is for the benefit of the student.
3. The student does not displace regular employees, and works under close supervision.
4. The students are not entitled to a job at the conclusion of the training period and are free to take jobs elsewhere in the same field.
5. Any clinical training is performed under the supervision and direction of people who are knowledgeable and experienced in the activity.
6. The training is general, and qualifies the student to work in any similar business. It is not designed specifically for a job with the employer that offers the program.
7. The screening process for the Immersion program is not the same as that for employment, and does not appear to be for that purpose. The screening only uses criteria relevant for admission to an independent educational program.
8. Advertisements, posting, or solicitations for the program clearly discuss education or training, rather than employment, although employers may indicate that qualified graduates may be considered for employment.

DepEd Order No. 30, s. 2017 shall be considered an integral part of this Memorandum of Agreement, hence, faithful compliance to the provisions thereof shall be observed.

ANNEX D: MOA TEMPLATE FOR COOPERATIVES

FOR THE SCHOOL:

_____
<NAME>
<POSITION>

FOR THE COOPERATIVE:

_____
<NAME>
<POSITION>

WITNESSED BY:

_____ _____

APPROVED BY:

_____
<NAME>
<POSITION>
<DEPARTMENT>

ANNEX D: MOA TEMPLATE FOR PRIVATE COMPANIES

25May2017
Private Company

MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP

This Memorandum of Agreement is entered into this ____ of _____, 20_____ in _____, by and between:

The - <NAME OF SCHOOL>, with School Identification Number _____a public high school, with principal address at _____, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, and hereinafter referred to as the SCHOOL;

-and-

<NAME OF COMPANY>, a duly registered <CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP> operating under the laws of the Philippines, with principal address at _____, represented in this Agreement by its <Position>, <NAME>, <NATIONALITY>, of legal age, hereinafter referred to as the "COMPANY",

WITNESSETH:

WHEREAS, the Department of Education of the Philippines, hereinafter referred to as "DepEd", is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs, and projects in the areas of formal and nonformal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

WHEREAS, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as "SHS", with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship, and higher learning;

WHEREAS, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

WHEREAS, DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

WHEREAS, DepEd will start full implementation of SHS in School Year 2016–2017;

WHEREAS, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

WHEREAS, to achieve this objective, the SCHOOL needs to enter into a Work Immersion Partnership with the COMPANY;

ANNEX D: MOA TEMPLATE FOR PRIVATE COMPANIES

WHEREAS, the COMPANY operates in the area where the School is located and has offices, facilities, project sites, and expertise that it can make available to the School for purposes of student Work Immersion;

WHEREAS, the COMPANY considers going into a Work Immersion partnership with the School as part of its mission to create a positive impact on the community, especially the young people;

WHEREAS, the COMPANY may avail itself of the revenue regulation no. 10 s. 2003 implementing the tax incentives provision of R.A. 8525 otherwise known as the Adopt-A-School Act of 1998;

WHEREAS, the SCHOOL and the COMPANY, hereinafter collectively referred to as "PARTIES", undertake to collaborate for the successful implementation of the SHS in <Municipality> cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

DESCRIPTION OF THE WORK IMMERSION PROGRAM

With the passage of the Enhanced Basic Education Act of 2013 or Republic Act 10533, DepEd was tasked to implement the K to 12 Program, essentially adding two (2) years of specialization within the Basic Educational System;

DepEd designed the implementation of RA 10533 within the framework of increased community involvement in the learner's experience;

With this premise, DepEd offers venues for various stakeholders to participate in the implementation of RA 10533 and, the same offer, accepted by the PARTIES herein;

The Work Immersion Program is one of the course requirements for graduation. A SHS student has to undergo Work Immersion in a business organization or establishment with work requirements related to the specialization. Through Work Immersion, the students are exposed to and are familiarized with the work environment related to their field of specialization. Specifically, the students are able to:

1. Appreciate the importance and application of the principles and theories learned in school.
2. Enhance their technical knowledge and skills.
3. Enrich their skills in communications and human relations.
4. Develop good work habits, attitudes, appreciation and respect for work.

ANNEX D: MOA TEMPLATE FOR PRIVATE COMPANIES

I. OBJECTIVES OF THE WORK IMMERSION PARTNERSHIP

The Work Immersion Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs from the COMPANY experts and practitioners in order to align the SHS program with work standards.

2. To develop in the students of the SHS program the knowledge and skills that are relevant to the needs of the job market in the area.

3. To provide SHS students relevant learning experiences by giving them exposure to the actual workplace setting.

4. To form Work Immersion Partnership between SCHOOL and the COMPANY, allowing the students, faculty, and staff of the schools concerned the use of and access to the COMPANY workplace and equipment as part of their Work Immersion Program.

II. RESPONSIBILITIES OF THE PARTIES

A. Joint Responsibilities

Both the SCHOOL and the COMPANY shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership.

2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.

3. Adhere to all laws, memorandums, and circulars especially those pertaining to child protection as provided for in the Guidelines for Work Immersion (Guidelines).

4. Develop the students' Work Immersion module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes, and competencies that the student should acquire after completing the program. (See Annex A and Annex C of the Guidelines.)

5. Develop a Work Immersion Daily Schedule of Activities that will be followed by the students during the whole duration of the Work Immersion Program. (See Annex C of the Guidelines.)

6. Formulate local school Work Immersion policies and guidelines on selection, placement, monitoring, and assessment of students (Immersion participants) to ensure that each student is assigned to an Immersion partner matched to his/her desired track, qualifications, and aptitude.

ANNEX D: MOA TEMPLATE FOR PRIVATE COMPANIES

B. Responsibilities of the School

The SCHOOL shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the partnership.

2. Make the needed adjustments to contextualize the SHS subjects based on inputs from the COMPANY.

3. Designate a person in charge of coordinating with the COMPANY and supervising the activities of the students for the duration of the Work Immersion Program.

4. Provide insurance coverage for learners during the work immersion program.

5. Continue to exercise its Special Parental Authority under the Family Code over the Senior High School student under immersion in the premises of the partner.

6. Monitor each student's progress throughout the duration of the entire work immersion program so as to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs, and are able to maximize the quality of the learning experience.

7. Provide the COMPANY an evaluation tool for the students' Immersion performance.

8. Issue a final grade to the student upon completion of the requirements within a prescribed period.

9. Ensure that the student will adhere to the nondisclosure policies of the COMPANY as agreed to by the School.

10. Provide signed Consent forms from the parents as applicable.

11. Provide the COMPANY a Certificate of Participation in the SHS program for whatever purpose it may serve.

12. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the COMPANY.

13. Review, facilitate, and endorse the application of the COMPANY to avail of the tax incentives/exemption as specified in the R.A. 8525 otherwise known as The Adopt-A-School Act of 1998.

C. The Company shall:

1. Assign a competent Immersion Coordinator from the COMPANY to liaise with the School and supervise the students without prejudice to the special parental authority of the school, its administrators, and teachers for the duration of the Work Immersion program so as to ensure efficient implementation of all stages of the program.

2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.

3. Lend its expertise by making available its resident resource persons to provide training to the students.

4. Allow the students to be deployed to the different sections/departments/project sites of the COMPANY based on the Work Immersion Daily Schedule of Activities.

5. Agree to the required number of hours of the immersion program set under the DepEd SHS curriculum. (See Annex A of the Guidelines.)

6. Provide immersion opportunities for <number of students> students for <School Year>.

7. Provide students with an orientation about the COMPANY, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which the COMPANY operates for the students to get a holistic understanding of its business.

8. Similarly ensure that students undergo training related to their course, and provide the students with work or activities based on the activities listed in the prescribed template for the Immersion Program of Activities (Annex C of the Guidelines).

9. Make its workplace and facilities available to students and teachers, and shall similarly take all necessary action to ensure the safety of students within their areas of operation at all times, which shall include, but shall not be limited to, the provision for Personal Protective Equipment (PPE), if applicable. Ensure that the students will not be exposed to hazardous materials and working environment throughout the duration of the immersion.

10. Evaluate students' performance in the Immersion venue by accomplishing provided evaluation tool.

11. Issue a Certificate of Completion to the student trainees upon satisfactory compliance with all requirements of the program.

12. Execute a deed of donation in favor of DepEd for the completed Work Immersion Partnership.

13. Submit to the Adopt-A-School Program Secretariat all pertinent documents in support of the amount specified/claimed for the tax exemption application of the COMPANY.

III. EFFECTIVITY

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The COMPANY and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

ANNEX D: MOA TEMPLATE FOR PRIVATE COMPANIES

The COMPANY and the SCHOOL reserve their respective rights to terminate their participation in the agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turn over all deliverables agreed thereto in the Work Immersion Program. Termination shall be subject to the mutual agreement between the parties.

A material breach of the Work Immersion Guidelines and/or this MOA shall constitute a ground for termination of the MOA, in whole or in part, by the aggrieved party, without prejudice to other legal remedies.

IV. LIABILITY

The school, its administrator, and teachers exercising authority and supervision over the Senior High School Student undergoing Immersion in the premises of the partner may be held accountable for the student's acts.

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement.

DepEd shall not be liable for opportunity losses of the Company during the duration and after the termination of this agreement.

V. NONDISCLOSURE PROVISION

It is expressly understood by DepEd and the students 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, operational, and technical matters that the Company 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 the Company and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the Company.

VI. OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY

Intellectual properties developed by the student as part of his or her regular Work Immersion duties in the COMPANY and their corresponding copyrights and/or patents shall belong to the COMPANY.

Intellectual properties developed by the student outside of his or her regular Work Immersion duties in the COMPANY and their corresponding copyrights and/or patents shall belong to the student, even if the student used the time, facilities, materials of the COMPANY, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the COMPANY.

The above provisions shall apply in proportion to the intellectual properties developed by the student in case intellectual property is jointly developed by the student with an employee or personnel of the COMPANY, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the COMPANY.

VII. OTHER PROVISIONS

It is expressly understood by the PARTIES that the Company is not obliged to pay wage or salary since no employer-employee relationship exists between them. However, the Company is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc.

In determining the existence of an employer-employee relationship, the following elements are considered: (1) the power to hire; (2) the payment of wages; (3) the power to dismiss; and (4) the power to control the employee's conduct, with the control test generally assuming primacy in the overall consideration.

No employer-employee relationship exists between the student and the partner in work immersion if all the following criteria are met:

1. The training, even though it includes actual operation of the employer's facilities, is similar to training provided in an educational program.
2. The training is for the benefit of the student.
3. The student does not displace regular employees, and works under close supervision.
4. The students are not entitled to a job at the conclusion of the training period and are free to take jobs elsewhere in the same field.
5. Any clinical training is performed under the supervision and direction of people who are knowledgeable and experienced in the activity.
6. The training is general, and qualifies the student to work in any similar business. It is not designed specifically for a job with the employer that offers the program.
7. The screening process for the Immersion program is not the same as for employment, and does not appear to be for that purpose. The screening only uses criteria relevant for admission to an independent educational program.
8. Advertisements, posting, or solicitations for the program clearly discuss education or training, rather than employment, although employers may indicate that qualified graduates may be considered for employment.

DepEd Order No. 30, s. 2017 shall be considered as integral part of this Memorandum of Agreement, hence, faithful compliance to the provisions thereof shall be observed.

ANNEX D: MOA TEMPLATE FOR PRIVATE COMPANIES

FOR THE SCHOOL:

_____
<NAME>
<POSITION>

FOR THE COMPANY:

_____
<NAME>
<POSITION>

WITNESSED BY:

_____ _____

APPROVED BY:

_____
<NAME>
<POSITION>
<DEPARTMENT>