



Office of the Vice-Chancellor for Academic Affairs

Office of Field Activities Diliman

MEMORANDUM NO.OVCAA-MVLO-OFA 26-002



TO : ALL DEANS, DIRECTORS, AND HEADS OF UNITS

THROUGH :  **MARIA VANESSA P. LUSUNG-OYZON, Ph.D.**
Vice-Chancellor for Academic Affairs, Office of the Vice-Chancellor for
Academic Affairs

FROM :  **CHRISTIAN R. OROZCO, Ph.D.**
Director, Office of Field Activities Diliman

SUBJECT : Valid University-Wide MOAs as of January 2026

DATE : 02 February 2026

In support of the University's commitment to administrative efficiency and expanded student access to experiential learning opportunities, the Office of Field Activities (OFA) Diliman is pleased to announce the initial list of approved University-Wide MOAs. The Office has valid and existing partnerships with the following companies:

- Ascendion Digital Solutions Philippines Inc.
- Happy Hive Solutions Inc.
- Symrise Inc.

This is part of the Office's efforts to streamline administrative processes and increase accessibility to internship partnerships. These partnership agreements are applicable to all UP Diliman students enrolled in required or elective internship or practicum courses, regardless of their degree program, as long as they meet the HTE's qualifications and are formally accepted.

Academic units may utilize these additional agreements for the conduct of the internship, practicum, or OJT for their students. For those who wish to undertake an internship with the abovementioned companies, kindly coordinate with our office so that we may connect you with the respective companies' representatives for the internship program, its requirements, and other pertinent information.

Kindly be advised that these agreements are only additions to the list of approved and valid MOAs for the academic units. Academic units, as implementing units, are strongly urged to continue reaching out to companies and institutions to establish partnership agreements and initiate MOA processing.

For internships and other relevant AFA submissions, kindly see our instruction videos and step-by-step guide on this [page](#). All the requirements, as well as links to the templates and needed forms, are displayed on our website for your convenience and easy navigation.

Should you have any concerns or clarifications, please do not hesitate to contact us at ofadiliman@up.edu.ph. Our Office will be most glad to assist and serve you.

Please be guided accordingly. Thank you for your continued support and cooperation.



ASCENDION

MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Agreement (“Agreement”) is executed and entered into by and between:

ASCENDION DIGITAL SOLUTIONS PHILIPPINES INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at 10/F Tower 2 Ayala North Exchange, 6796 Ayala Ave. Cor. Salcedo and Amorsolo STS., San Lorenzo, 1223, represented herein by its Senior Manager – Finance and Accounts, **CHINTAN VIPINCHANDRA DAVE**, who is duly authorized to represent the Corporation in this Agreement, hereinafter referred to as “**Ascendion**”;

- and -

UNIVERSITY OF THE PHILIPPINES, the national university, created by virtue of Act No. 1870, as amended by Republic Act No. 9500, otherwise known as “The University of the Philippines Charter of 2008” through its constituent university at Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City 1101, Philippines, represented herein by its Chancellor, **EDGARDO CARLO L. VISTAN II**, hereinafter referred to as the “**UNIVERSITY**”.

Ascendion and the **UNIVERSITY** may be individually referred to as a “Party” and collectively as the “Parties”.

WITNESSETH: THAT-

WHEREAS, the **UNIVERSITY** offers academic courses wherein its students undergo on-the-job training, internship, or office practice as a requirement for graduation and to expose them to actual office/work situations, thereby augmenting their formal education;

WHEREAS, the **UNIVERSITY** has established a Training or Internship Program in accordance with existing laws and the prevailing requirements of the Commission on Higher Education (CHED) for students pursuing courses that require on-the-job training/internship at company facilities and offices as prerequisite for graduation or completion of their enrolled courses;



WHEREAS, Ascendion is a company engaged in IT solutions and services and accepts student interns as part of its efforts to provide training opportunities to students required to undergo actual office practice, internship or on-the-job-training;

WHEREAS, the UNIVERSITY proposes that its students be allowed to undergo office practice, internship or on-the-job training at **Ascendion**, which proposal was accepted/approved by the latter, subject to the terms and conditions provided for in this Agreement, and the applicable laws and CHED circulars, memoranda, rules, and regulations;

WHEREAS, the Ascendion and the UNIVERSITY, through its academic units (i.e., colleges and institutes, hereinafter referred to as "AU"), have agreed to launch an internship/practicum program, hereinafter referred to as the "Internship Program" for the **UNIVERSITY's** student interns.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereto have agreed to be bound by the following terms and conditions:

1. RESPONSIBILITIES OF THE ASCENDION

The **Ascendion** shall:

- a. Designate its Internship Supervisor(s) (IS) who will coordinate with the AU's Internship Coordinator(s)/Faculty-In-Charge (FIC) in jointly defining practical and related works along the student interns' area of specialization and serve as guides to the respective student interns;
- b. Provide the daily schedule of activities of the student interns for the entire duration of the Internship Program. The schedule must be submitted for approval to the AU at least two (2) weeks before the intended start of the internship. When required by the government during a public health emergency, all approved internship activities shall be performed under a work-from-home arrangement until circumstances permit face-to-face internship training as mutually determined by **Ascendion** and the **UNIVERSITY**;
- c. Conduct an orientation for the student interns about **Ascendion's** rules and regulations, safety protocols, existing Code of Conduct, and policies governing the Internship Program before the start of the internship. A copy of said rules and regulations shall be submitted to the AU and its students before the orientation;
- d. Provide materials and tools necessary to ensure the safety of the student interns while fulfilling their tasks for the Internship Program, including the required uniforms, safety shoes, and other personal protective equipment, if necessary;
- e. Ensure that the student interns engage in the approved activities for at most eight (8) hours per day to reach the required hours as per the student interns' approved curriculum not exceeding five (5) months for the duration of the Internship Program;



- f. Provide daily allowance of at least 75% of the minimum wage to the student interns at the time of the internship, where applicable;
- g. In cases where the student interns need to go on the field, the **Ascendion** shall provide transportation at a pre-agreed schedule and timetable;
- h. In case of emergency, free medical check-up (c/o the **Ascendion** clinic) and initial dose of needed medicine;
- i. Accomplish the necessary forms required by the AU (e.g., Internship Evaluation Report) to monitor, supervise, and evaluate the performance of student interns in connection with the assigned activities for the duration of the Internship Program; and
- j. Issue Certificates of Completion to the student interns upon fulfillment of all internship activities and tasks.

2. RESPONSIBILITIES OF THE UNIVERSITY

The **UNIVERSITY**, through its AU, shall:

- a. Recommend to **Ascendion** a list of highly qualified students who are willing to undergo internship at the **Ascendion**, taking into consideration the requirements of the Internship Program and of **Ascendion** in terms of qualifications and number of students required;
- b. Designate the FIC for the students for the duration of the Internship Program. The FIC shall be selected from the faculty of the AU and shall review and approve the daily schedule proposed by the **Ascendion**;
- c. Submit to **Ascendion** the documents required for the Internship Program (e.g. Letter of Recommendation for Student Internship) prior to the commencement of the Internship Program;
- d. Orient student interns about **Ascendion's** rules and regulations, proper attitudes and behavior, particularly towards his/her work and his/her co-workers, referred to in Section 1.c above;
- e. Closely monitor the attendance/activities and performance of the student interns;
- f. Ensure that the FIC will evaluate and assess the activities of the student interns at the end of the Internship Program; and
- g. Ensure the submission of a Final Written Report to **Ascendion**, reviewed and endorsed by the FIC, seven (7) days after the completion of the student interns' internship.

3. GENERAL CONDITIONS

It is further agreed that:

- a. There will be no employer-employee relationship **Ascendion** and the student interns of the AU.
- b. The student interns shall abide by the **Ascendion's** rules and regulations and comply with those stipulated for the Internship Program; otherwise and upon observance of due process, the student may be excluded from further participation in the Internship Program.



- c. The student interns are under the supervision of their FIC while undergoing internship. The FIC together with the student interns shall waive any claim against the **Ascendion** for any injury that the student may sustain or any loss that they may suffer, personal or pecuniary, in the performance of their duties and functions while under internship, except when injury or damage is due to the fault or negligence of the **Ascendion** or its officers and representatives. The waiver of the students shall be submitted to the **Ascendion** prior to the commencement of the training.
- d. The **UNIVERSITY** and/or the AU shall not be held liable for damages which may be caused to **Ascendion** property due to the student interns' intentional, unintentional, deliberate, or negligent acts.
- e. The AU may, on reasonable grounds, pull out any student interns from the Internship Program upon prior written notice to **Ascendion**.
- f. The **UNIVERSITY** and **Ascendion** agree that in case of any incident that may arise as a result of the student interns' internship in **Ascendion**, the Parties agree to create a panel to investigate the circumstances of the incident. One (1) member of the panel shall be selected by each Party, and the third member will be jointly selected by both Parties. Responsibility for the damages and/or injuries shall be taken on a case-to-case basis based on the findings of the panel.

4. INTELLECTUAL PROPERTY RIGHTS

Any intellectual property rights arising from the Agreement shall be governed by the Intellectual Property Code of the Philippines (Republic Act No. 8293) and other applicable laws.

Any intellectual property owned by either Party prior to this MOA shall continue to be owned by them. The Student cannot use any confidential information or data from **Ascendion** to create intellectual property without the express written approval of **Ascendion**.

Any intellectual property independently created by the Student during the internship plan/period shall be exclusively owned by the Student. Should **Ascendion** provide financial support for the creation of such intellectual property, the ownership of the intellectual property shall be subject to another agreement.

In case the Student jointly creates intellectual property with a person connected with **Ascendion**, the intellectual property shall belong to such actual contribution made for its creation.

5. CONFIDENTIALITY

- a. Confidential information shall mean any and all information given, received, volunteered, offered, or acquired by or from the Parties in writing, in drawings, or in any other way, in the course of or arising out of, the implementation of the Internship Program, that is specified by the disclosing Party as "**Confidential**" in nature.



- b. Confidential information is not part of public knowledge or literature, and shall be kept in strictest confidence by the Parties and shall not in any way, and at any time, be published, communicated, divulged, or disclosed.
- c. The Parties shall not use or cause to be used any confidential information for any purpose other than the conduct of the Internship Program, and as such, any of the Parties shall not, unless with prior written consent of the other:
 - i. Reproduce, copy, or use any confidential information;
 - ii. Disclose to, place at the disposal of, or use on behalf of any third party, or enable any third party to peruse, copy, or use any confidential information.
- d. Both Parties shall implement all reasonable security measures to maintain the confidentiality of all confidential information exchanged between the parties during the term of this Agreement.
- e. This confidentiality clause shall continue for the duration of this Agreement and for an additional two (2) years after the termination of this Agreement. The management of all confidential information and documents after these additional two (2) years shall be agreed upon by both Parties prior to the termination of this Agreement.

6. PERSONAL DATA PROTECTION

Each Party shall abide by the provisions of Republic Act No. 10173 (Data Privacy Act of 2012) and all other applicable laws and regulations in processing personal information and sensitive personal information and in performing and carrying out its obligations under this Agreement.

All personal information or sensitive personal information as defined under the Data Privacy Act of 2012 shall be used solely and exclusively for the purpose of implementing this Agreement.

Each Party shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity, and security of personal information and sensitive personal information that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person under its authority shall hold said information under strict confidentiality at all times.

7. TERMINATION

Either Party may pre-terminate this Agreement upon written notice of its intent to terminate to the other Party at least thirty (30) days prior to the intended date of termination.

Any pre-termination of this Agreement shall be without prejudice to the completion of the internship of student interns undergoing training as of the date of termination.



8. DISPUTE RESOLUTION

In the event of a dispute between the Parties regarding this Agreement, both Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute. Alternative methods of dispute resolution shall be exhausted before resorting to court litigation. Should the Parties fail to reach an amicable settlement of the dispute, the same shall be submitted to arbitration in accordance with Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". Should the dispute between the Parties reach the courts of the law, the Parties agree that the competent courts of Quezon City shall be the exclusive venue, to the exclusion of all other courts or tribunals.

9. MODIFICATION

Any modification to the provisions and stipulations of this Agreement shall take effect through a written document duly signed by the Parties herein.

10. COMPLIANCE IN GOOD FAITH

The Parties hereby bind themselves to exercise utmost good faith in the performance of their duties.

11. ASSIGNMENT

This Agreement and all rights and obligations hereunder shall not be assigned by either Party without the prior written consent of the other Party.

12. SEVERABILITY

The invalidity or unenforceability of any provision of the Agreement shall not affect or impair other provisions that are otherwise valid, binding and effective. The Parties will use their reasonable efforts to substitute one or more valid and enforceable provisions which, insofar as practicable, implement the purposes and intent thereof.

13. EFFECTIVITY AND RENEWAL

This Agreement shall take effect on the date of last signing by the Parties and shall remain in full force and effect for three (3) years. It shall be reviewed on a year-to-year basis unless either Party gives notice of its intention to pre-terminate this Agreement as provided in Section 7 above. This Agreement may be renewed by mutual written agreement of the Parties.



IN WITNESS WHEREOF, the parties thereto, affix their signatures, this ____ day of
2025 at _____.

**ASCENDION DIGITAL SOLUTIONS
PHILIPPINES INC.**

By: _____

CHINTAN VIPINCHANDRA DAVE
Senior Manager – Finance and Accounts

Date : _____

UNIVERSITY OF THE PHILIPPINES

By: _____

EDGARDO CARLO L. VISTAN II
Chancellor, Diliman

Date : _____

Signed in the presence of:

CARLO ROBLE
Director - People, Culture & HR

CHRISTIAN R. OROZCO, Ph.D.
OFA Diliman Director





MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Agreement (Agreement) is executed and entered into by and between:

HAPPY HIVE SOLUTIONS INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at **105-A MATIMTIMAN ST. SIKATUNA VILLAGE, QUEZON CITY**, represented herein by its, **HUMAN RESOURCE MANAGER, LEA M. TIBOS**, who is duly authorized to represent the Corporation/Organization in this Agreement, hereinafter referred to as "**HHSI**";

- and -

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

HHSI and the **UNIVERSITY** may also be individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH: THAT-

WHEREAS, the **UNIVERSITY** offers academic courses wherein its students undergo on-the-job training, internship, or office practice as a requirement for graduation and to expose them to actual office/work situations, thereby augmenting their formal education;

WHEREAS, the **UNIVERSITY** has established a Training or Internship Program in accordance with existing laws and the prevailing requirements of the Commission on Higher Education (CHED) for students pursuing courses that require on-the-job training/internship at company facilities and offices as prerequisite for graduation or completion of their enrolled courses;

WHEREAS, **HHSI** is a company engaged in services offering bookkeeping, tax compliance, business permit processing, payroll, consultancy, and workspace solutions, and accepts student interns as part of its efforts to provide training opportunities to students required to undergo actual office practice, internship or on-the-job training;



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WHEREAS, the **UNIVERSITY** proposes that its students be allowed to undergo office practice, internship or on-the-job training at **HHSI**, which proposal was accepted/approved by the latter, subject to the terms and conditions provided for in this Agreement, and the applicable laws and **CHED** circulars, memoranda, rules, and regulations;

WHEREAS, the **HHSI** and the **UNIVERSITY**, through its academic units (i.e., colleges and institutes, hereinafter referred to as "AU"), have agreed to launch an internship/practicum program, hereinafter referred to as the "Internship Program" for the **UNIVERSITY**'s student interns.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereto have agreed to be bound by the following terms and conditions:

1. RESPONSIBILITIES OF THE HHSI

The **HHSI** shall:

- a. Designate its Internship Supervisor(s) (IS) who will coordinate with the AU's Internship Coordinator(s)/Faculty-In-Charge (FIC) in jointly defining practical and related works along the student interns' area of specialization and serve as guides to the respective student interns;
- b. Provide the daily schedule of activities of the student interns for the entire duration of the Internship Program. The schedule must be submitted for approval to the AU at least two (2) weeks before the intended start of the internship. When required by the government during a public health emergency, all approved internship activities shall be performed under a work-from-home arrangement until circumstances permit face-to-face internship training as mutually determined by **HHSI** and the **UNIVERSITY**;
- c. Conduct an orientation for the student interns about **HHSI**'s rules and regulations, safety protocols, existing Code of Conduct, and policies governing the Internship Program before the start of the internship. A copy of said rules and regulations shall be submitted to the AU and its students before the orientation;
- d. Provide materials and tools necessary to ensure the safety of the student interns while fulfilling their tasks for the Internship Program, including the required uniforms, safety shoes, and other personal protective equipment, if necessary;
- e. Ensure that the student interns engage in the approved activities for at most eight (8) hours per day to reach the required hours as per the student interns' approved curriculum not exceeding five (5) months for the duration of the Internship Program;
- f. Provide a daily allowance, if applicable, at a rate to be mutually agreed upon by **HHSI** and the **UNIVERSITY** prior to the start of the internship program.
- g. In cases where the student interns need to go on the field, the **HHSI** shall provide transportation at a pre-agreed schedule and timetable;
- h. In case of emergency, **HHSI** shall provide immediate first aid and assistance to the student interns, including coordination with medical



professionals if necessary. Any further medical expenses beyond initial emergency response shall be the responsibility of the student intern and/or the UNIVERSITY.

- i. Accomplish the necessary forms required by the AU (e.g., Internship Evaluation Report) to monitor, supervise, and evaluate the performance of student interns in connection with the assigned activities for the duration of the Internship Program; and
- j. Issue Certificates of Completion to the student interns upon fulfillment of all internship activities and tasks.

2. RESPONSIBILITIES OF THE UNIVERSITY

The UNIVERSITY, through its AU, shall:

- a. Recommend to HHSI a list of highly qualified students who are willing to undergo internship at the HHSI, taking into consideration the requirements of the Internship Program and of HHSI in terms of qualifications and number of students required;
- b. Designate the FIC for the students for the duration of the Internship Program. The FIC shall be selected from the faculty of the AU and shall review and approve the daily schedule proposed by the HHSI;
- c. Submit to HHSI the documents required for the Internship Program (e.g. Letter of Recommendation for Student Internship) prior to the commencement of the Internship Program;
- d. Orient student interns about HHSI rules and regulations, proper attitudes and behavior, particularly towards his/her work and his/her co-workers, referred to in Section 1.c above;
- e. Closely monitor the attendance/activities and performance of the student interns;
- f. Ensure that the FIC will evaluate and assess the activities of the student interns at the end of the Internship Program; and
- g. Ensure the submission of a Final Written Report to HHSI, reviewed and endorsed by the FIC, seven (7) days after the completion of the student interns' internship.

3. GENERAL CONDITIONS

It is further agreed that:

- a. There will be no employer-employee relationship between HHSI and the student interns of the AU.
- b. The student interns shall abide by the HHSI's rules and regulations and comply with those stipulated for the Internship Program; otherwise and upon observance of due process, the student may be excluded from further participation in the Internship Program.
- c. The student interns are under the supervision of their FIC while undergoing internship. The FIC together with the student interns shall waive any claim against the HHSI for any injury that the student may sustain or any loss that they may suffer, personal or pecuniary, in the performance of their duties and functions while under internship, except



when injury or damage is due to the fault or negligence of the **HHSI** or its officers and representatives. The waiver of the students shall be submitted to the **HHSI** prior to the commencement of the training.

- d. The **UNIVERSITY** and/or the AU shall not be held liable for damages which may be caused to **HHSI** property due to the student interns' intentional, unintentional, deliberate, or negligent acts.
- e. The AU may, on reasonable grounds, pull out any student interns from the Internship Program upon prior written notice to **HHSI**.
- f. The **UNIVERSITY** and **HHSI** agree that in case of any incident that may arise as a result of the student interns' internship in **HHSI**, the Parties agree to create a panel to investigate the circumstances of the incident. One (1) member of the panel shall be selected by each Party, and the third member will be jointly selected by both Parties. Responsibility for the damages and/or injuries shall be taken on a case-to-case basis based on the findings of the panel.

4. INTELLECTUAL PROPERTY RIGHTS

Any intellectual property owned by the Parties prior to this Agreement shall continue to be owned by them. The Student cannot use any confidential information or data from the **HHSI** to create intellectual property without the express written approval of the **HHSI**;

Any intellectual property independently created by the Student during the period covered by the internship plan/period shall be exclusively owned by the Student. Should **HHSI** provide financial support for the creation of such intellectual property, the ownership of the intellectual property shall be subject to another agreement;

In case the Student jointly creates intellectual property with a person connected with **HHSI**, the intellectual property shall belong to such actual contribution made for its creation.

5. CONFIDENTIALITY

- a. Confidential information shall mean any and all information given, received, volunteered, offered, or acquired by or from the Parties in writing, in drawings, or in any other way, in the course of or arising out of, the implementation of the Internship Program, that is specified by the disclosing Party as "**Confidential**" in nature.
- b. Confidential information is not part of public knowledge or literature, and shall be kept in strictest confidence by the Parties and shall not in any way, and at any time, be published, communicated, divulged, or disclosed.
- c. The Parties shall not use or cause to be used any confidential information for any purpose other than the conduct of the Internship Program, and as such, any of the Parties shall not, unless with prior written consent of the other:
 - i. Reproduce, copy, or use any confidential information;



- ii. Disclose to, place at the disposal of, or use on behalf of any third party, or enable any third party to peruse, copy, or use any confidential information.
- d. Both Parties shall implement all reasonable security measures to maintain the confidentiality of all confidential information exchanged between the parties during the term of this Agreement.
- e. This confidentiality clause shall continue for the duration of this Agreement and for an additional two (2) years after the termination of this Agreement. The management of all confidential information and documents after these additional two (2) years shall be agreed upon by both Parties prior to the termination of this Agreement.

6. PERSONAL DATA PROTECTION

Each Party shall abide by the provisions of Republic Act No. 10173 (Data Privacy Act of 2012) and all other applicable laws and regulations in processing personal information and sensitive personal information and in performing and carrying out its obligations under this Agreement.

All personal information or sensitive personal information as defined under the Data Privacy Act of 2012 shall be used solely and exclusively for the purpose of implementing this Agreement.

Each Party shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity, and security of personal information and sensitive personal information that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person under its authority shall hold said information under strict confidentiality at all times.

7. TERMINATION

Either Party may pre-terminate this Agreement upon written notice of its intent to terminate to the other Party at least thirty (30) days prior to the intended date of termination.

Any pre-termination of this Agreement shall be without prejudice to the completion of the internship of student interns undergoing training as of the date of termination.

8. DISPUTE RESOLUTION

In the event of a dispute between the Parties regarding this Agreement, both Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute. Alternative methods of dispute resolution shall be exhausted before resorting to court litigation. Should the Parties fail to reach an



amicable settlement of the dispute, the same shall be submitted to arbitration in accordance with Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". Should the dispute between the Parties reach the courts of the law, the Parties agree that the competent courts of Quezon City shall be the exclusive venue, to the exclusion of all other courts or tribunals.

9. MODIFICATION

Any modification to the provisions and stipulations of this Agreement shall take effect through a written document duly signed by the Parties herein.

10. COMPLIANCE IN GOOD FAITH

The Parties hereby bind themselves to exercise utmost good faith in the performance of their duties.

11. ASSIGNMENT

This Agreement and all rights and obligations hereunder shall not be assigned by either Party without the prior written consent of the other Party.

12. SEVERABILITY

The invalidity or unenforceability of any provision of the Agreement shall not affect or impair other provisions that are otherwise valid, binding and effective. The Parties will use their reasonable efforts to substitute one or more valid and enforceable provisions which, insofar as practicable, implement the purposes and intent thereof.

13. EFFECTIVITY AND RENEWAL

This Agreement shall take effect on the date of last signing by the Parties and shall remain in full force and effect for three (3) years. It shall be reviewed on a year-to-year basis unless either Party gives notice of its intention to pre-terminate this Agreement as provided in Section 7 above. This Agreement may be renewed by mutual written agreement of the Parties.



JAN 15 2026

IN WITNESS WHEREOF, the parties thereto, affix their signatures, this ____ day of _____, 2025 at Quezon City, Philippines.

HAPPY HIVE SOLUTIONS, INC.

UNIVERSITY OF THE PHILIPPINES

By: [Redacted]

By: [Redacted]

LEA M. TIBOS
Human Resource Manager

EDGARDO CARLO L. VISTAN II
Chancellor, Diliman *et al.*

Date : JAN 15 2026

Date : JAN 15 2026

Signed in the presence of:

[Redacted]

[Redacted]

REENA O. LEBANAN
Chief Executive Officer

CHRISTIAN R. OROZCO, Ph.D.
OFA Diliman Director





MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement") is executed and entered into by and between:

SYMRISE, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at Unit 2405-2407 24th Flr. Exquadra Tower, 1 Jade Drive Ortigas Center, San Antonio, Pasig City, 1605 Philippines, represented herein by its Country Director Scent & Care – PH, MY & Export Markets, **PETER E. KHEMLANI**, who is duly authorized to represent the Corporation in this Agreement, hereinafter referred to as "**SYMRISE**".

- and -

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

SYMRISE, INC. and the **UNIVERSITY** may also be individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH: THAT-

WHEREAS, the **UNIVERSITY** offers academic courses wherein its students undergo on-the-job training, internship, or office practice as a requirement for graduation and to expose them to actual office/work situations, thereby augmenting their formal education;

WHEREAS, the **UNIVERSITY** has established a Training or Internship Program in accordance with existing laws and the prevailing requirements of the Commission on Higher Education (CHED) for students pursuing courses that require on-the-job training/internship at company facilities and offices as prerequisite for graduation or completion of their enrolled courses;

WHEREAS, **SYMRISE, INC** is a company engaged in global supply of fragrances, flavors, food, nutrition, and cosmetics ingredients and accepts student interns as part of its efforts to provide training opportunities to students required to undergo actual office practice,

internship or on-the-job-training; hands-on exposure to real time marketing projects that support FMCG customers, equipping with a strong foundation in B2B Marketing within the fragrance industry.

WHEREAS, the **UNIVERSITY** proposes that its students be allowed to undergo office practice, internship or on-the-job training at **SYMRISE**, which proposal was accepted/approved by the latter, subject to the terms and conditions provided for in this Agreement, and the applicable laws and CHED circulars, memoranda, rules, and regulations;

WHEREAS, the **SYMRISE** and the **UNIVERSITY**, through its academic units (i.e., colleges and institutes, hereinafter referred to as "AU"), have agreed to launch an internship/practicum program, hereinafter referred to as the "Internship Program" for the **UNIVERSITY**'s student interns.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereto have agreed to be bound by the following terms and conditions:

1. RESPONSIBILITIES OF SYMRISE

The **SYMRISE, INC.** shall:

- a. Designate its Internship Supervisor(s) (IS) who will coordinate with the AU's Internship Coordinator(s)/Faculty-In-Charge (FIC) in jointly defining practical and related works along the student interns' area of specialization and serve as guides to the respective student interns;
- b. Provide the daily schedule of activities of the student interns for the entire duration of the Internship Program. The schedule must be submitted for approval to the AU at least two (2) weeks before the intended start of the internship. When required by the government during a public health emergency, all approved internship activities shall be performed under a work-from-home arrangement until circumstances permit face-to-face internship training as mutually determined by **SYMRISE** and the **UNIVERSITY**;
- c. Conduct an orientation for the student interns about **SYMRISE**'s rules and regulations, safety protocols, existing Code of Conduct, and policies governing the Internship Program before the start of the internship. A copy of said rules and regulations shall be submitted to the AU and its students before the orientation;
- d. Provide materials and tools necessary to ensure the safety of the student interns while fulfilling their tasks for the Internship Program, including the required uniforms, safety shoes, and other personal protective equipment, if necessary;
- e. Ensure that the student interns engage in the approved activities for at most eight (8) hours per day to reach the required hours as per the student interns' approved curriculum not exceeding five (5) months for the duration of the Internship Program;

- f. Provide daily allowance of at least 75% of the minimum wage to the student interns at the time of the internship, where applicable;
- g. In cases where the student interns need to go on the field, **SYMRISE** shall provide transportation at a pre-agreed schedule and timetable;
- h. In case of emergency, free medical check-up (c/o the **SYMRISE** clinic) and initial dose of needed medicine;
- i. Accomplish the necessary forms required by the AU (e.g., Internship Evaluation Report) to monitor, supervise, and evaluate the performance of student interns in connection with the assigned activities for the duration of the Internship Program; and
- j. Issue Certificates of Completion to the student interns upon fulfillment of all internship activities and tasks.

2. RESPONSIBILITIES OF THE UNIVERSITY

The **UNIVERSITY**, through its AU, shall:

- a. Recommend to **SYMRISE** a list of highly qualified students who are willing to undergo internship at the **SYMRISE**, taking into consideration the requirements of the Internship Program and of **SYMRISE** in terms of qualifications and number of students required;
- b. Designate the FIC for the students for the duration of the Internship Program. The FIC shall be selected from the faculty of the AU and shall review and approve the daily schedule proposed by **SYMRISE**;
- c. Submit to **SYMRISE** the documents required for the Internship Program (e.g. Letter of Recommendation for Student Internship) prior to the commencement of the Internship Program;
- d. Orient student interns about **SYMRISE's** rules and regulations, proper attitudes and behavior, particularly towards his/her work and his/her co-workers, referred to in Section 1.c above;
- e. Closely monitor the attendance/activities and performance of the student interns;
- f. Ensure that the FIC will evaluate and assess the activities of the student interns at the end of the Internship Program; and
- g. Ensure the submission of a Final Written Report to **SYMRISE**, reviewed and endorsed by the FIC, seven (7) days after the completion of the student interns' internship.

3. GENERAL CONDITIONS

It is further agreed that:

- a. There will be no employer-employee relationship between **SYMRISE INC.** and the student interns of the AU.
- b. The student interns shall abide by the **SYMRISE's** rules and regulations and comply with those stipulated for the Internship Program; otherwise and upon observance of due process, the student may be excluded from further participation in the Internship Program.

- c. The student interns are under the supervision of their FIC while undergoing internship. The FIC together with the student interns shall waive any claim against **SYMRISE** for any injury that the student may sustain or any loss that they may suffer, personal or pecuniary, in the performance of their duties and functions while under internship, except when injury or damage is due to the fault or negligence of **SYMRISE** or its officers and representatives. The waiver of the students shall be submitted to **SYMRISE** prior to the commencement of the training.
- d. The **UNIVERSITY** and/or the AU shall not be held liable for damages which may be caused to **SYMRISE** property due to the student interns' intentional, unintentional, deliberate, or negligent acts.
- e. The AU may, on reasonable grounds, pull out any student interns from the Internship Program upon prior written notice to **SYMRISE**
- f. The **UNIVERSITY** and **SYMRISE** agree that in case of any incident that may arise as a result of the student interns' internship in **SYMRISE**, the Parties agree to create a panel to investigate the circumstances of the incident. One (1) member of the panel shall be selected by each Party, and the third member will be jointly selected by both Parties. Responsibility for the damages and/or injuries shall be taken on a case-to-case basis based on the findings of the panel.

4. INTELLECTUAL PROPERTY RIGHTS

Any intellectual property rights arising from the Agreement shall be governed by the Intellectual Property Code of the Philippines (Republic Act No. 8293) and other applicable laws.

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 **SYMRISE** to create intellectual property without the express written approval of the latter.

Any intellectual property independently created by the student intern during the period covered by the internship plan/period shall be exclusively owned by the student intern. Should **SYMRISE** provide financial support for the creation of such intellectual property, the ownership of the intellectual property shall be subject to another agreement.

In case the student intern jointly creates intellectual property with a person connected with **SYMRISE**, the intellectual property shall belong to such actual contribution made for its creation.

5. CONFIDENTIALITY

- a. Confidential information shall mean any and all information given, received, volunteered, offered, or acquired by or from the Parties in writing, in drawings, or in any other way, in the course of or arising out of,

the implementation of the Internship Program, that is specified by the disclosing Party as “**Confidential**” in nature.

- b. Confidential information is not part of public knowledge or literature, and shall be kept in strictest confidence by the Parties and shall not in any way, and at any time, be published, communicated, divulged, or disclosed.
- c. The Parties shall not use or cause to be used any confidential information for any purpose other than the conduct of the Internship Program, and as such, any of the Parties shall not, unless with prior written consent of the other:
 - i. Reproduce, copy, or use any confidential information;
 - ii. Disclose to, place at the disposal of, or use on behalf of any third party, or enable any third party to peruse, copy, or use any confidential information.
- d. Both Parties shall implement all reasonable security measures to maintain the confidentiality of all confidential information exchanged between the parties during the term of this Agreement.
- e. This confidentiality clause shall continue for the duration of this Agreement and for an additional two (2) years after the termination of this Agreement. The management of all confidential information and documents after these additional two (2) years shall be agreed upon by both Parties prior to the termination of this Agreement.

6. PERSONAL DATA PROTECTION

Each Party shall abide by the provisions of Republic Act No. 10173 (Data Privacy Act of 2012) and all other applicable laws and regulations in processing personal information and sensitive personal information and in performing and carrying out its obligations under this Agreement.

All personal information or sensitive personal information as defined under the Data Privacy Act of 2012 shall be used solely and exclusively for the purpose of implementing this Agreement.

Each Party shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity, and security of personal information and sensitive personal information that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person under its authority shall hold said information under strict confidentiality at all times.

7. TERMINATION

Either Party may pre-terminate this Agreement upon written notice of its intent to terminate to the other Party at least thirty (30) days prior to the intended date of termination.

Any pre-termination of this Agreement shall be without prejudice to the completion of the internship of student interns undergoing training as of the date of termination.

8. DISPUTE RESOLUTION

In the event of a dispute between the Parties regarding this Agreement, both Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute. Alternative methods of dispute resolution shall be exhausted before resorting to court litigation. Should the Parties fail to reach an amicable settlement of the dispute, the same shall be submitted to arbitration in accordance with Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". Should the dispute between the Parties reach the courts of the law, the Parties agree that the competent courts of Quezon City shall be the exclusive venue, to the exclusion of all other courts or tribunals.

9. MODIFICATION

Any modification to the provisions and stipulations of this Agreement shall take effect through a written document duly signed by the Parties herein.

10. COMPLIANCE IN GOOD FAITH

The Parties hereby bind themselves to exercise utmost good faith in the performance of their duties.

11. ASSIGNMENT

This Agreement and all rights and obligations hereunder shall not be assigned by either Party without the prior written consent of the other Party.

12. SEVERABILITY

The invalidity or unenforceability of any provision of the Agreement shall not affect or impair other provisions that are otherwise valid, binding and effective. The Parties will use their reasonable efforts to substitute one or more valid and enforceable provisions which, insofar as practicable, implement the purposes and intent thereof.

13. EFFECTIVITY AND RENEWAL

This Agreement shall take effect on the date of last signing by the Parties and shall remain in full force and effect for three (3) years. It shall be reviewed on a year-to-year basis unless either Party gives notice of its intention to pre-terminate this Agreement as provided in Section 7 above. This Agreement may be renewed by mutual written agreement of the Parties.

IN WITNESS WHEREOF, the parties thereto, affix their signatures, this ____ day of _____ 2025 on the dates and places below.

SYMRISE INC.

UNIVERSITY OF THE PHILIPPINES

By:

By:



PETER E. KHEMLANI
Country Director – S&C

EDGARDO CARLO L. VISTAN II
Chancellor *pl.*

Date : 11/17/25
Place : Pasig City

Date : _____
Place : _____

SIGNED IN THE PRESENCE OF:



YASHMIN LUMBAO
Regional Finance Manager

MARIA VANESSA P. LUSUNG-OYZON, Ph.D.
Vice Chancellor for Academic Affairs

Date : 11/21/25
Place : Pasig City

Date : _____
Place : _____



SHEILA MAY ALOG
HR Operations Generalist
Symrise, Inc.

CHRISTIAN R. OROZCO, Ph.D.
OFA Diliman Director