

MEMORANDUM OF AGREEMENT
ON-THE-JOB TRAINING PROGRAM/
STUDENT INTERNSHIP PROGRAM

Between

EASTERN VISAYAS STATE UNIVERSITY

and

Stronghold Insurance Company Inc.

KNOW ALL MEN BY THESE PRESENTS:

This memorandum of Agreement, entered into this 7TH day of March 2019, by and between:

The **EASTERN VISAYAS STATE UNIVERSITY (EVSU)**, Tacloban City, Leyte, a state university created by RA 9311 represented herein by **DR. DOMINADOR O. AGUIRRE, JR.**, in his capacity as a University President, with Office address at Salazar Street, Tacloban City, herein after refer to as "EVSU",

STRONGHOLD INSURANCE COMPANY INC., duly recognized and existing under the Laws of the Republic of the Philippines, with Office address at Zamora Street, Tacloban City, represented herein by **RODEMER L. SENTECERA**, referred to as "HTE".

WITNESSETH:

WHEREAS, the **EASTERN VISAYAS STATE UNIVERSITY (EVSU)**, in pursuit of the achievement of its mission and the Institutional Outcomes and in compliance to the Program/Curriculum Requirement, needs to expose the Students to the different industries or reputable Host Training Establishment (HTE) to be able to practice their formal learning with practical knowledge, skills and desirable attitudes in order for them to become more responsive to the future demands of the labor market.

WHEREAS, **STRONGHOLD INSURANCE COMPANY INC** with its Office address at Zamora Street, Tacloban City is committed to the improvement of the economic and social wellbeing of the country and its population;

WHEREAS, **STRONGHOLD INSURANCE COMPANY INC.**, thru its magnanimous disposition will provide extension services in terms of accepting on-the-job training/student internship program;

NOW, THEREFORE, for and in consideration of the foregoing premises, **STRONGHOLD INSURANCE COMPANY INC.**, hereby agrees to support and assist, **EVSU** in its academic requirements for the Course in Bachelor of Science in Marketing and the use of its facilities and equipment, as well as the professional services of its staff for the OJT program/Practicum of students under the terms and condition herein stipulated;

A. DUTIES AND RESPONSIBILITIES

A.1. EASTERN VISAYAS STATE UNIVERSITY


1. Identify and recommend quality students from Marketing Department to undergo on-the-job training at **STRONGHOLD INSURANCE COMPANY INC.**, for its operation and facilities that will enhance and upgrade the student's capabilities;
2. Assume full responsibility over the students during their internship period.

RYAN ROJAS
Student Intern

ALFRED R. VELARDE
Student Intern


LEVI LUPADIO
Student Intern

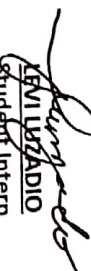
3. Safeguard student interns from harassment, exploitation, deplorable training conditions and such other conditions that contravene or defeat the purpose of internship;
4. Take appropriate action on any complaint against the student intern in accordance with the University's policies;
5. Monitor and evaluate performance of the student intern jointly with the STRONGHOLD INSURANCE COMPANY INC., based on the prescribed internship plan;
6. Obtain adequate insurance to answer for any claim arising from injury or damage during the execution of the training at STRONGHOLD INSURANCE COMPANY INC.;
7. Assist STRONGHOLD INSURANCE COMPANY INC. in all other aspect beneficial to the public within the preview of the existing laws of the land; and
8. EVSU Bachelor of Science in Marketing students shall be responsible for any damage to property or injury to person arising from any act of commission or omission.


RYAN ROJAS
 Student Intern

A.2. STUDENT INTERN

1. Sign all the required documents necessary for his or her participation in the internship program, including the acceptance letter, internship contract and/or agreement;
2. Comply with the provisions of the contract and/or agreement including the rules and regulations of the University, HTE and CHED at all times;
3. Undergo the required orientation or internship program conducted by the University and HTE;
4. Report for internship in the HTE based on the schedule indicated in the internship contract and/or agreement;
5. Perform tasks and activities indicated in the internship plan;
6. Maintain confidentiality, when and where appropriate, during and after internship period of all the data, business or trade secrets where such information is not within the public domain and is indicated or understood to be confidential;
7. Adhere to the existing rules and regulations of the HTE including the proper use of tools, instruments, machines, and equipment;
8. Submit a journal of internship as required by the HTE reflecting on the approved internship plan, his or her experiences describing the internship activities, any problem/s encountered, and his or her reflections on the internship experience and among others such as Certificate of Completion of Internship, Internship


ALFRED R. VELARDE
 Student Intern


LEVI L. LAPIDIO
 Student Intern

Performance duly signed by the HTE Supervisor/Mentor; to the SIPP Coordinator.

9. Complete the agreed duration of his or her internship. In case the student intern will be unable to finish his or her internship within the designated period, he or she shall inform the SIPP Coordinator in writing of his or her intent and reasons to prematurely end his internship, at least three (3) working days before his last day of internship. Failure to complete the internship program without valid cause disqualifies the student intern from retaking the program with the concerned HTE; and
10. Report to the SIPP Coordinator for an exit assessment after the completion of the internship period.

Student Intern
RYAN ROJAS

A.3. OJT COORDINATOR/SIPP COORDINATOR

1. Coordinate with the Head and Dean for the purpose of the internship orientation;
2. Provide pre-internship orientation prior to deployment to internship venues including among others work ethics and anti-sexual harassment laws as pre-requirement;
3. Inspect internship venues and sites;
4. Deploy student interns to selected the coordination with the Head and the Dean
5. Monitor and assess student interns periodically;
6. Coach or mentor student interns;
7. Consult and assist student interns in resolving problem/issues encountered; and
8. Validate the result of the internship of students per batch, at the end of the internship period.

Student Intern
ALFRED R. VELARDE

A.4. THE STRONGHOLD INSURANCE COMPANY INC. referred to as HTE

1. Designs and implements the internship plan in partnership with Eastern Visayas State University;
2. Encourages student interns to develop their personality and professionalism, and to the extent possible, protect them from physical or moral danger;
3. Assigns a point/focal person responsible for the implementation of all phases of the internship;
4. Orients the student intern on the standard rules and regulations of their establishment before signing the contract;
5. Enters into an internship contract/agreement with the student interns;
6. Provides practical training or work experience in accordance with agreed internship plan and scheduled activities;
7. Ensures that student interns do not perform tasks and duties of regular position;
8. Provides supervised applied learning experience for student interns in accordance with agreed internship plan and schedule of activities;

Student Intern
LEWIS ADARIO

9. Develops feedback mechanism to the student interns;
10. Develops feedback mechanism to EVSU through the SIPP Coordinator of the overall implementation of the internship and the student performance;
11. Make available, accurate and current records provide access to EVSU of such records while on internship;
12. Notifies and provides at least 30 working days' written notice to EVSU of a student intern's breach of contract or misconduct in the internship premises prior to HTE'S decision to suspend or terminate the contract; and
13. Issues certificates of completion for the student interns not later than two weeks after the completion of internship.

Student Intern
 RYAN ROJAS

B. TASKS/PLACE OF ASSIGNMENT

The **STRONGHOLD INSURANCE COMPANY INC.** shall assign student interns with relevant tasks according to the field of specialization. Specifically, for the Bachelor of Science in Marketing interns, they can be assigned to different tasks.

C. EVENTS OF DEFAULT

The grounds for blacklisting of **STRONGHOLD INSURANCE COMPANY INC.** and **EASTERN VISAYAS STATE UNIVERSITY** found to have committed violations of the guidelines shall be meted with the appropriate sanctions stated in the CMO 104, s. 2017, quoted as follows:

Violations by the University

1. Sending students for internship without the required government recognition or Board Resolution Certificate of Program Compliance for said program;
2. Partnering with entities that have no juridical personality;
3. Allowing student interns to undertake SIPP without the signed MOA with HTE;
4. Allowing student interns to undertake SIPP without a valid internship offer or contract between the HTE and the students;
5. Making false statements/mis-statements of student records/documents to make it appear that the student qualified to undertake SIPP;
6. Demanding from student interns training fees or other charges, not in accordance with the provisions of CMO No.3, s. 2012;
7. Failing to provide free medical and dental services and appropriate insurance coverage;
8. Failing to monitor periodically as stipulated in the internship plan, welfare of student interns and thus exposing them to situations that may be deemed exploitation of the students;
9. Failing to submit required reports to CHED as specified under these guidelines, particularly on results of pre and post monitoring and evaluation of student interns and action taken on their grievances and complaints, if any; and
10. Such other acts similar or analogous to the foregoing that is in violation of the provisions as stipulated in CMO 104, s. 2017.

Student Intern
 AFRED R. VELARDE

Violations of Host Training Establishment (HTE)

1. Violation of any of the provisions of the MOA and the CMO 104, s. 2017;
2. Changing provisions of signed internship contract and/or agreement without the consent of the student interns and the University;
3. Non-compliance with prescribed Internship Plans;
4. Placing student interns in internship venues which degrade, debase or demean the intrinsic worth and dignity of the student intern as a human being;
5. Withholding practicum reports of student interns without just cause; and
6. Such other acts similar or analogous to the foregoing and activities classified as human trafficking under R.A. No.9208 and such other similar issuances that is in violation of the provisions herein.

Student Intern
 LEVI LADADO

Violations of Student Interns

1. Any act of gambling, theft and other similar illegal acts;
2. Submitting forged or fraudulent documents;
3. Any act in violation of the University's rules and regulations;
4. Any act in violation of HTE rules and regulations in accordance with the internship program; and
5. Any act in violation of the laws of the country.

SANCTIONS

The University:

1. Written reprimand, with a warning that repeated or persistent violations of these guidelines may result to the downgrading of Government Recognition or Revocation of Program Recognition;
2. Downgrading of Government Recognition to permit status or grant of Autonomous to Deregulated status, Center of Excellence (COE) to Center of Development (COD) status;
3. Revocation of program recognition (Autonomous, Deregulated, COE and COD); and
4. Filing of appropriate administrative and criminal case as appropriate.

Grounds for Blacklisting of THE without prejudice to the filing of administrative and/or criminal case:

1. Written reprimand with a warning that repeated or persistent violations of these guidelines may result to the blacklisting of the HTE; and
2. Blacklisting of HTE to participate in the SIPP.

Student Intern

Any student intern found guilty of violating any of the provisions contained in this Contract or CMO 104, s. 2019 may be subjected to sanctions in accordance with the University's rules and regulations.

D. EXCLUSION OF PARTNERSHIP

The Parties hereto expressly agree that nothing contained or implied in the AGREEMENT shall constitute a partnership or joint venture within the parties hereto or any of them do not constitute nor be deemed to constitute any Party as an affiliate to any Party for any purpose or whatsoever.

E. NOTICES AND GENERAL MATTERS

Notices under the AGREEMENT may be delivered by hand, by registered mail (which shall be airmailed if possible) or facsimile to the addresses or emailed to the address, facsimile number, and email address specified.

F. SEVERANCE

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

G. CONFIDENTIALITY

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

H. SEPARABILITY

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

I. GOVERNING LAW AND ARBITRATION

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

J. EFFECTIVITY

This AGREEMENT shall take effect upon signing by the parties and shall remain in full force for the duration of the training period (300 hours) or from _____ to _____ unless sooner terminated by mutual consent of the same parties.

Student Intern
RYAN ROJAS

Student Intern
ALFRED R. VELARDE

Student Intern
LENI LIZADIO


ATTENTION

Internationalization
& External Affairs

HTE Representative

IN WITNESS WHEREOF, the parties signed these presents:

DOMINADOR O. AGUIRRE JR. DM
University President
Easter Visayas State University

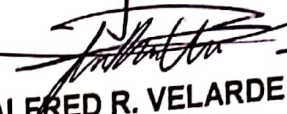

RODEMER L. SENTECIERA
Branch Manager-Stronghold Insurance Company
Tacloban Branch


By the authority of the EVSU University President
Memorandum #04-03, Series of 2018


FELIXBERTO AVESTRUZ, DM
Vice-President for Internationalization
& External Affairs

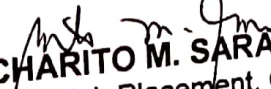

RYAN ROJAS
Student Intern


RODEMER L. SENTECIERA
HTE's Representative


ALFRED R. VELARDE
Student Intern

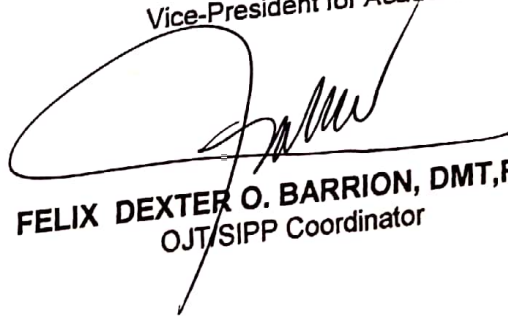

LEVI LUZADIO
Student Intern

SIGNED IN THE PRESENCE OF


CHARITO M. SARABIA, LLB
Head, Job Placement, On the Job
Training & Negosyo Center


GERRY B. DE CADIZ, EnP, Ph.D
Dean, College of Business and
Entrepreneurship


DENNIS C. DE PAZ, Ph. D
Vice-President for Academic Affairs


FELIX DEXTER O. BARRION, DMT, FBE
OJT/SIPP Coordinator

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

Province of Leyte

) S. S.

City of Tacloban

)

BEFORE ME, a Notary Public for and in the above, jurisdiction, personally appeared the following:


NAME	COMPETENT EVIDENCE OF IDENTITY	ID NUMBER	DATE/PLACE ISSUED
<u>DOMINADOR O. AGUIRRE, JR.</u>	<u>EMPLOYEE ID NO.</u>	<u>A1024940</u>	<u>EVSU-MAIN CAMPUS</u>
<u>RODEMER L. SENTECIERA</u>	<u>EMPLOYEE ID NO.</u>	<u>00070</u>	<u>STRONGHOLD-</u>
			<u>TACLOBAN</u>

Known to me to be same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of seven (7) pages including this page wherein this acknowledgement is written and is signed by the parties and their instrumental witness on each and every page hereof.

WITNESS MY HAND AND SEAL, this APR 29 2019 day of _____, 2019 at _____, Philippines.

Doc. No. 12 :
Page No. 17 :
Book No. 423 :
Series of W19 :


ATTY. EDWIN Y. CHO
NOTARY PUBLIC
PTR NO. 7839456
UNTIL DEC. 31, 2019