

Between

**EASTERN VISAYAS STATE UNIVERSITY**  
Tacloban City

and

**DDT, KONSTRACT, INC.**  
Mandaluyong City, Philippines

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement, entered into this 17 day of April, at Leyte, Philippines 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 President, with office address at Quarry District, Tacloban City, hereinafter referred to as "**EVSU**",

-and-

The **DDT KONSTRACT, INC.**, duly recognized and existing under the Laws of the Republic of the Philippines, with office address at Mandaluyong City, Philippines, represented herein by its AVP-Admin and HR, **Ms. Mary Yrene B. Paguio**, hereinafter referred to as "**DDTKI**".

**WITNESSETH**

**WHEREAS**, the *Eastern Visayas State University (EVSU)*, which is mandated to develop the youth and equip them with knowledge and training relevant to the development needs of Region VIII and the Philippines, is offering seven technical courses in the COLLEGE OF ENGINEERING;

**WHEREAS**, **DDTKI**, offers design and build (Engineering, Procurement and Construction) for horizontal development to vertical construction, successfully completed and commissioned a wide range of projects from roads, bridges, industrial buildings, mass housing, high-end residences/residential condominiums, office buildings and many more;

**WHEREAS**, **DDTKI** thru its magnanimous disposition will provide extension services in terms of accepting on-the-job training;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, **DDTKI**, hereby agrees to support and assist **EVSU** in its academic requirements for the courses in the **COLLEGE OF ENGINEERING** specifically the **DEPARTMENT OF GEODETIC ENGINEERING**, and the use of its facilities and equipment, as well as the professional services of its staff, for the OJT Program of **EVSU** Engineering students under the terms and conditions herein stipulated;

*Yrene B. Paguio*  
*Dr. Dominador O. Aguirre, Jr.*  
*[Signature]*  
*[Signature]*

## DUTIES AND RESPONSIBILITIES:

### A. The EVSU

1. Identify and recommend qualified incoming Fifth Year Engineering Students to undergo on-the-job training at **DDTKI**, operation areas and facilities that will enhance and upgrade the students' capabilities;
2. Be responsible for the personal conduct and character of the students on training;
3. Obtain adequate insurance to answer for any claim arising from injury or damage during the execution of the training at **DDTKI**;
4. Assist **DDTKI**, in all other aspects beneficial to the public within the purview of the existing laws of the land; and
5. EVSU students shall be responsible for any damage to property or injury to persons arising from any act of commission or omission.

### B. The DDTKI

1. Does not discriminate students on the basis of race, gender, religion, school or economic status.
2. Ensures that the working environment of the students is safe.
3. Assures that student's attendance and evaluate performance regularly.
4. Consult and notify the School Administration in case the student demonstrates unsatisfactory behavior.
5. Allow School Administration to visit and contact training sites to evaluate student's progress.
6. To lecture on the Theory and Practice of Surveying, specifically in the major field subjects with due consideration on time availability and as pre-arrange in order to minimize disruptions in their regular functions;
7. Share the use of **DDTKI** facilities/equipment during fieldwork for field instructional purposes;
8. When funds are available, may provide allowances/incentives to students undergoing On-the-Job Training at **DDTKI**, subject to the approval of the management under its existing rules and regulations;
9. Protect the student trainees against any form of sexual harassment pursuant to Republic Act 7877, otherwise known as the "Anti-Sexual Harassment Act";
10. Evaluate the performance of the student trainees based on school form and/or Agency/Company Evaluation Form; and
11. Issues **Certificate of Completion** and Evaluation of Students upon completing the required number of hours duly signed by their trainer/s and the head of the agency.
12. Offer employment opportunity to students, upon graduation, who demonstrates exemplary personal and professional characteristics.

*Yegorin*  
*Opulay*  
*Atk*  
*[Signature]*  
*Man*

C. Waiver By the EVSU, Parents and Students:

1. That EVSU, Parents of the Students and the Students shall execute a formal waiver declaring **DDTKI** free and harmless from any civil and criminal liability that may befall upon the student while inside the office premises caused by incidents or accidents;
2. That **DDTKI** is not an employer of the students for the duration of the in-plant training;
3. That **DDTKI** is not obliged or forced to hire these students after the completion of the On-the-Job-Training.

**EFFECTIVITY:**

This agreement shall take effect upon signing by the parties and shall remain in full force for the duration of the training period (240 hrs) or from **April \_\_\_\_\_ 2015 to May \_\_, 2015** unless sooner terminated by mutual consent of the same parties.

**IN WITNESS WHEREOF**, the parties of signed these presents:

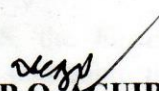
Signed this \_\_\_\_\_ day of April \_\_, 2015, in the City of Tacloban, Leyte, Philippines:


**EVSU**  
(First Party)

**DDT KONSTRUCT, Inc.**  
(Second Party)

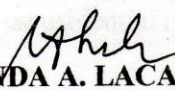
By Authority of the EVSU  
Board of Regents:

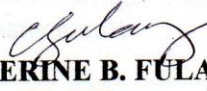
By:

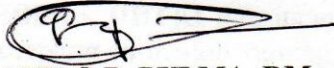
  
**DOMINADOR O. AGUIRRE, JR., D.M.**  
President


  
**MARY YRENE B. PAGUIO**  
AVP-HR and Admin

SIGNED IN THE PRESENCE OF:

  
**SEGUNDA A. LACABA, Ph.D.**  
Vice President – Academic Affairs

  
**CATHERINE B. FULAY**  
HR Officer

  
**DANILO B. PULMA, DM**  
Dean, College of Engineering

  
**EVELYN CAMAGO**  
Head, Department of Geodetic Engineering

SUBSCRIBED AND SWORN TO BEFORE  
ME THIS DAY OF MAY 2010 AT MANDALUYONG CITY

  
**ATTY. JAMES A. ABUGAN**  
NOTARY PUBLIC  
UNTIL DEC. 31, 2016  
IBP NO. 8982746, JAN. 13, 2015, RIZAL  
ROLL NO. 80800  
MCLE NO. V-0004480-R/31/2014  
PBR NO. 2356072-1/21/2015

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