

**MEMORANDUM OF AGREEMENT
ON-THE-JOB TRAINING PROGRAM**

Between

EASTERN VISAYAS STATE UNIVERSITY
Tacloban City

and

Department of Environment and Natural Resources-Regional Office VIII
Tacloban City

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, entered into this ____ day of _____, 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. CATALINO B. BELTRAN***, in his capacity as President, with office address at Quarry District, Tacloban City, hereinafter referred to as "***EVSU***",

-and-

The ***DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES***, duly recognized and existing under the Laws of the Republic of the Philippines, with office address at Sto. Nino Extension, Tacloban City, Philippines, represented herein by its ***Regional Executive Director, ROGELIO T. TRINIDAD, CESO V***, hereinafter referred to as "***DENR***".

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, ***DENR*** is committed not only to mobilize the citizenry in protecting, conserving, and managing the environment and natural resources, but also to the improvement of the economic and social well being of the region and its population;

WHEREAS, ***DENR***, 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, ***DENR***, hereby agrees to support and assist ***EVSU*** in its academic requirements for the courses in the ***COLLEGE OF ENGINEERING*** specifically the ***BACHELOR OF SCIENCE IN GEODETIC ENGINEERING***, and the use of its facilities and equipment, as well as the

DUTIES AND RESPONSIBILITIES:

A. The EVSU shall carry out the following functions:

1. Identify and recommend qualified incoming Fifth Year Engineering Students to undergo on-the-job training at the **DENR** 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 the **DENR**;
4. Assist the **DENR** 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 DENR, shall perform the following:

1. Identify and recommend from among its employees Mentor/s to lecture in the program, specifically in the major fields subject with due consideration on their availability and as pre-arrange in order to minimize disruptions in their regular functions;
2. Share the use of DENR facilities/equipment for instructional purposes subject to predetermined schedule;
3. As far as funds maybe available, may provide allowances/incentives to students undergoing On-the-Job Training at DENR subject to the approval of the management under its existing rules and regulations;
4. Protect the student trainees against any form of sexual harassment pursuant to Republic Act 7877, otherwise known as the "Anti-Sexual Harassment Act";
5. Evaluate the performance of the student trainees based on school form and/or Agency/Company Evaluation Form; and
6. Give a **Certificate of Completion** to student trainee upon completing the required number of hours duly signed by their trainer/s and the head of the agency.

C. Waiver By the EVSU, Parents and Students:

1. That EVSU, Parents of the Students and the Students shall execute a formal waiver declaring **DENR** 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 **DENR** is not an employer of the students for the duration of the in-plant training;
3. That **DENR** 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 10 2012 to May 25 2012 unless sooner terminated by mutual consent of the same parties.

IN WITNESS WHEREOF, the parties of signed these presents:


Signed this MAY 24 day of April, 2012, in the City of Tacloban, Leyte, Philippines:

EVSU
(First Party)

Department of Environment and Natural Resources
(Second Party)


By Authority of the EVSU
Board of Regents:

By:


CATALINO B. BELTRAN, Ph.D.
President


ROGELIO T. TRINIDAD, CESO V
Regional Executive Director

SIGNED IN THE PRESENCE OF:


DANILO B. PULMA, DM
Dean, College of Engineering


ARTURO N. SALAZAR, D.M.
Chief, Administrative Division

Republic of the Philippines)
City of Tacloban)

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of Tacloban, Leyte, personally appeared:

Name	CTC No.	Issued on:	Issued at
EVELYN C. AMAGO	10098401	01-17-12	Tacloban City
ROGELIO T. TRINIDAD, CESO V	10097068	01-12-12	Tacloban City

Known to me be the same person who executed the foregoing MEMORANDUM OF AGREEMENT which they acknowledged to me as their free and voluntary act and deed, consisting of three (3) pages, including this page in which this Acknowledgement is written, duly signed by her and his instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this MAY 21 2012 at

Doc No. 019
Page No. 05
Book No. KT
Series of 2012


ATTY. ASTERIO A. VILLERO
NOTARY PUBLIC - PROVINCE OF LEYTE
UNTIL DEC. 31, 2013
NC No. 2012 - 01 - 02
ROLL No. 48962
MCLE COMPLIANCE No. III - 000194
IBP No. 808516
REG. NO. 4815935 11/04/10 TAN LEYTE