

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) made and executed this _____
at Tacloban City, Philippines, by and between:

EASTERN VISAYAS STATE UNIVERSITY, an educational institution duly organized and existing under the laws of the Republic of the Philippines with principal office in Tacloban City, duly represented by its School President, **DR. DOMINADOR O. AGUIRRE, JR.**, hereinafter referred to as the "**FIRST PARTY**";

and

TACLOBAN CITY NUTRITION OFFICE, an organization duly organized and existing under the laws of the Republic of the Philippines, with office at Magsaysay Boulevard, Tacloban, Leyte, Philippines, duly represented herein by its **City Mayor, HON. ALFRED ROMUALDEZ** hereinafter referred to as "**SECOND PARTY**";

WITNESSETH THAT:

WHEREAS, the First Party, as an academic institution, offers Nutrition and Dietetics Course;

WHEREAS, the First Party, as part of the curriculum prescribed by Commission on Higher Education ("CHED") is in need of a Public Health Institution where its Senior Nutrition and Dietetics students can undertake Public Health Nutrition Practicum for completion of their SFE 3 (Practicum) course;

WHEREAS, the Second Party, believes that in providing a continued excellence in nutritional care there has to be a training program to equip future nutritionists and dietitians with knowledge in the field;

WHEREAS, the Second Party, as the highest policy-making and coordinating body on nutrition committed to the pursuit of providing competent, reliable, and professional nutritional health care, has agreed to accommodate the aforementioned students of the First Party as practicum dietitians, provided the quality of service and care for its patients is not affected thereby;

NOW THEREFORE, for and in consideration of the representation and

warranties of the parties, and their faithful compliance with all covenants, terms and conditions hereafter contained, the Second Party hereby agrees to allow the Senior Nutrition and Dietetics students of the First Party to render their Public Health Nutrition Practicum in the Nutrition Office of the Second Party for academic purposes, under the following terms and conditions:

1. The students of the First Party shall render the 250 hours of Public Health service and would include orientation of the policies and procedures of the Tacloban City Health, however, the orientation of the policies shall not be included in the counting of the 250-hour training.
2. For the purpose of the Public Health Nutrition Practicum program contemplated in this agreement, the officers of the Second Party shall ensure that no student of the First Party shall attend to any facility, equipment, or supply of the Second Party, without the written authority and supervision of the Second Party, its staff or personnel;
3. The First Party shall provide the lists of students and expected competencies a month before the start of practicum program. The Second Party will provide the complete schedules of each trainee.
4. Before admission to the practicum program, First Party shall ensure that all the student-affiliates have completed the basic academic courses for dietitians and must comply with the requirements of the Second Party.
5. The First Party shall ensure that its students shall comply with the Second Party's rules, regulations, and policies at all times. In case of damage(s) incurred by the Second Party arising out of any nature imputable to the students of the First Party, the latter shall indemnify the Second Party corresponding to the total amount of damages incurred by the Second Party.
6. During the course of the program, the Second Party shall supervise, provide guidance and training to the students of the First Party assigned to it and shall determine the areas of assignment, as well as the schedules of the student interns during the course of their internship. It shall likewise include time and schedule of lectures, orientation on the proper decorum and conduct inside the TCH's premises.
7. For academic purposes, the students of the First Party may be required by the Second Party to make case presentations of certain selected cases to be designated by the Second Party with the provision that the interns will not be assigned in hazardous areas or assignments.

Opinion

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8. The Students are required to stay in the community within a practicum period with EIGHT hours per student per day with one day off per week. In cases where longer hours are required, the First party shall secure the prior written approval of the Second party. The coordinator of the First Party must be allowed to visit the interns in their respective areas once a week to monitor the students' status and performance.
9. The Second Party reserves the right to determine the maximum number of students who may be assigned within a certain time; for this purpose, the Second Party shall, from time to time, inform the First Party of the maximum number allowed for the latter to comply.
10. The Second Party shall in no manner be answerable or accountable for any claim, actions, costs, suits, incident, loss, liability, damage or injury of any kind, character, type of description including attorney's fees and legal expenses which may occur, be brought, sustained or received by the students as a consequence of, arising from or in connection with this Agreement. The trainees of the First Party hereby agree to assume all liabilities, claims and actions for any and all such injury, loss, costs, or damage, leaving the Second Party, its officers, directors and employees, free and harmless therefrom.
11. The AFFILIATE shall ensure that the student-interns shall strictly comply with the Data Privacy Act of 2012. The First Party shall maintain the confidentiality of information involving the patients at all times. The students of the First Party shall not disclose any such information, or reproduce records, without written approval of the Second Party. For this purpose, all students shall execute a non-disclosure agreement at the start of the assignment. Any unauthorized disclosure by any student of the First Party shall be a ground for the termination of this agreement, without prejudice to the right of the Second Party to avail of any other remedy available to it, hereunder or under government regulations, law or equity.
12. At the end of every practicum program, it is expected that the nutritionist intern must have a thorough experience in the practice of nutrition in the public health setting with emphasis on nutritional assessment and nutrition education, and has developed skills in nutrition and dietetics particularly in public health nutrition. There will be issuance of Certificate of Completion to interns who completed the practicum.

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[Handwritten signature]
[Handwritten initials]

13. Formal evaluations will be received by each intern at the end of each rotation, and will indicate whether or not the intern has successfully completed the competencies and objectives for that particular rotation. Interns who received unsatisfactory marks will undergo repeat rotation depending on the failing marks obtained. The City Nutrition Officer of the Second Party may affix its signature in prescribed reports to be prepared by Nutrition Action Officer in-charge but such signature shall not in any way impute liability or give rise to any obligation or responsibility to the Second Party, but is merely affixed to signify as witness to the specific act of undergoing internship affiliation with the Second Party.
14. The failure of the Second Party to insist upon the strict performance of any of the terms, covenants and conditions hereof shall not be deemed a relinquishment of waiver of any subsequent breach or default of the terms and conditions hereof, which terms, covenants and conditions shall continue to be in full force and effect. No waiver by the Second Party of any rights under this agreement shall be deemed to have been made unless expressed in writing, signed by the Second Party, and duly notarized.
15. If any term or provision of this Agreement shall be held to be illegal or unenforceable, in whole or in part, under the enactment or rule of law, such term or provision shall, to the extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.
16. Any action or claim arising out of the provision of this Agreement is hereby agreed by both parties to be filed in the courts of Tacloban City, to the exclusion of any other venue.
17. The term of this Agreement shall be for one (1) year commencing from **January 1, 2019 to January 1, 2020** renewable under the same terms and conditions and for the same period until either of the party sends a prior written notice before its termination.



WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed at Tacloban City, Philippines, on the _____.

EASTERN VISAYAS STATE UNIVERSITY

By:

[Signature]
DR. DOMINADOR O. AGUIRRE, JR.
University President

[Signature]
HILARIA L. BUSTAMANTE, Ph.D.
Dean, College of Technology

TACLOBAN CITY MAYOR

By:

[Signature]
HON. ALFRED ROMUALDEZ
City Mayor

Signed in the presence of:

[Signature]
MARICHU S. ARMADA, LPT, MAED
Head, Hotel Restaurant and
Nutrition Department

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
TACLOBAN CITY) s.s.

Before me, a notary public in and for the City of Tacloban, Philippines this DEC 04 2019 personally appeared

Hon. Alfred Romualdez _____
Dr. Dominador O. Aguirre, Jr. _____
Hilaria L. Bustamante, Ph.D. _____

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act and deed. This instrument consists of five (5) pages, including this page, with each and every page duly signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above written.

Doc. No. : 299
Page No : 50
Book No.: IV
Series of 2019

ATTY. EARL CAEZAR N. ROSARIO
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 2018-01-09
VALID UNTIL DECEMBER 31, 2019
PTR NO. 7508700; 01-04-2019
ROLL OF ATTORNEY No. 85008
IBP LIFETIME No. 01504 - LEYTE CHAPTER
MCLE COMPLIANCE NO. VL-0020895
TACLOBAN CITY