

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) made and executed this \_\_\_\_\_ at Lapu-lapu 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

**MACTAN DOCTORS HOSPITAL** a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at Maximo V. Patalinghug Jr. Avenue, Basak, Lapu-Lapu City, Philippines, duly represented herein by its Hospital Administrator, **ENGR. LARRY G. BASTATAS**, 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 medical institution where its Senior Nutrition and Dietetics students can undertake Dietetics Practicum for completion of their ND 98 (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 a premier medical establishment committed to the pursuit of providing competent, reliable, and professional medical and 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 Dietetics Practicum in the Dietary Section of the Second Party for academic purposes, under the following terms and conditions:

1. The First Party shall assist the interns on the payment of Affiliation Fees to the Second Party in the amount of Five Hundred Pesos per month only (Php 500.00) per student for 200 hours. The AFFILIATE shall pay the affiliation fee within 30 days from end of the interns' rotation. The 200 hours would include orientation of the policies and procedures of the Dietary Department, however, the orientation of the Hospital policies shall not be included in the counting of the 200-hour training.



21

agreement, the dieticians of the Second Party shall ensure that no student of the First Party shall attend to any patient or use any facility, equipment, or supply of the Second Party, without the written authority and supervision of the Second Party, its staff or personnel;

3. As part of this Agreement, the Manual of Internship in Hospital Dietetics of the Second Party and any amendments thereto, shall also govern the practicum program for interns of the First Party.
4. The First Party shall provide complete schedules, lists of students and expected competencies a month before the start of practicum program.
5. Before admission to the practicum program, First Party shall ensure that all the student-affiliates have completed the basic academic courses for dieticians and must comply with the requirements provided in the Manual.
6. 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.
7. 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 Hospital's premises.
8. 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.
9. The number of hours for each student to undertake internship affiliation shall not exceed EIGHT hours per student per day. In cases where longer hours are required, the First party shall secure the prior written approval of the Second party.
10. 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.
11. 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 First Party hereby agrees 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.

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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.

13. At the end of every practicum program, it is expected that the dietician intern must have a thorough experience in the practice of nutrition in the hospital setting with emphasis on medical nutrition therapy and has developed skills in hospital dietetics particularly in clinical nutrition and food service management.
14. 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 Chief Dietitian of the Second Party may affix its signature in prescribed reports to be prepared by First Party 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.
15. 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.
16. This agreement Manual of Internship in Hospital Dietetics constitute and embody the entire and complete agreement between the parties and no other terms and conditions, verbal or otherwise, not herein expressly contained, other than those embodied in the policies and guidelines which the Second Party may institute, add to, modify or change from time-to-time, shall affect, change, modify, be added to in any manner alter the provisions herein agreed upon unless such change, modification, addition or alteration is expressly stipulated in writing and duly executed, signed by both parties and notarized.
17. 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.
18. 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 Lapu-lapu City, to the exclusion of any other venue.

The block contains several handwritten signatures. On the left, there are two small, simple marks. In the center, there is a signature that appears to be 'C. M.'. To the right of this is a large, stylized signature that looks like 'J. B.'. Further to the right is another signature that looks like 'J.'. On the far right, there is a small checkmark-like mark.

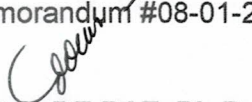
19. The term of this Agreement shall be for one (1) year commencing from **October 1, 2019 to October 1, 2020** renewable under the same terms and conditions and for the same period until either of the party sends a prior written notice before its termination.

IN WITNESS WHEREOF, the parties signed these present:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, Tacloban City, Philippines.

**EVSU**  
(First Party)

By Authority of the EVSU University President  
Memorandum #08-01-2019


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

**MACTAN DOCTORS HOSPITAL**  
(Second Party)

  
**ENGR. LARRY G. BASTATAS**  
Hospital Administrator

SIGNED IN THE PRESENCE OF:

  
**MARICHU S. ARMADA, LPT, MAED**  
Head, HRN Department


  
**HILARIA L. BUSTAMANTE Ph.D.**  
Dean, College of Technology

**OCT 14 2019**

SUBSCRIBED AND SWORN to before me, this \_\_\_\_\_, by  
\_\_\_\_\_ who exhibited to me (his/her) competent proof of identification  
\_\_\_\_\_ issued at \_\_\_\_\_, Philippines on  
\_\_\_\_\_.

Notary Public

Doc. No. 481  
Page No. 99  
Book No. 103  
Series of 206

  
**ATTY. EDWIN Y. CHUI**  
NOTARY PUBLIC  
PTR No. 7839456  
UNTIL DEC. 31, 2019