

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) was 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. DENNIS C. DE PAZ**, hereinafter referred to as the "**FIRST PARTY**";

and

SUMMIT HOTEL TACLOBAN, an organization duly organized and existing under the laws of the Republic of the Philippines, with an office at Marasbaras, Tacloban, Leyte, Philippines, duly represented herein by its **Operation Manager, DARELL N. RAGANIT** hereinafter referred to as "**SECOND PARTY**";

WITNESSETH THAT:

WHEREAS, the First Party, as an academic institution, offers the Bachelor of Science in Nutrition and Dietetics Program;

WHEREAS, the First Party, as part of the curriculum prescribed by the Commission on Higher Education ("CHED") needs a Food Service Establishment where its Senior Nutrition and Dietetics students can undertake Public Health Nutrition Practicum for completion of their Supervised Field Experience (SFE) 2 (Practicum) course;

WHEREAS, the Second Party, believes that in providing continued excellence in nutritional care there has to be a training program to equip future Registered Nutritionist-Dietitians with knowledge in the field;

WHEREAS, the Second Party, as a highly renowned hotel and resort and committed to the pursuit of providing competent, reliable, and professional services, has agreed to accommodate the aforementioned students of the First Party as practicum student registered nutritionist-dietitians, provided that the quality service and care for its guests 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 Food Service



Practicum in the Food Service Facilities 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 Food Service training which would include orientation of the policies and procedures of the Food Service; however, the orientation of the hotel policies shall not be included in the counting of the 250-hour training.
2. For the purpose of the Food Service 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 guests, 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. The First Party shall provide the lists of students and expected competencies a month before the start of the 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 program, the Second Party shall supervise, provide guidance and training to the practicum students of the First Party assigned to it, and determine the areas of assignment, as well as the schedules of the practicum student during the course of their practicum. It shall likewise include time and schedule of lectures, orientation on the proper decorum, and conduct inside the Summit Hotel's premises to prevent any form of harassment or discrimination.
7. The second party is expected to commit to providing a practicum environment and learning experiences free of discrimination and harassment, where all practicum students are treated with respect and dignity to be able to contribute significantly and have equitable opportunities. Managers and supervisors have the additional responsibility to act immediately on observations or allegations of harassment or discrimination and should address potential problems before they become serious.



8. The number of hours for each student to undertake practicum shall not exceed EIGHT hours per student per day with one day off per week. In cases where long hours for make-up duty of practicum students 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 practicum students 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 practicum students of the First Party hereby agree to assume all liabilities, claims, and actions for any such injury, loss, costs, or damage, leaving the Second Party, its officers, directors, and employees, free and harmless therefrom. The First Party shall require practicum students to secure insurance prior to their deployment.
11. The Second Party shall undertake to collaborate with the First Party in cognizant of the need for special protection and the best interest at the heart of the Food Service Practicum students against discrimination and harassment;
12. The AFFILIATE shall ensure that the practicum students shall strictly comply with the Data Privacy Act of 2012. The First Party shall maintain the confidentiality of information involving the constituents at all times. The students of the First Party shall not disclose such information, or reproduce records, without the 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 nutritionist practicum student must have a thorough experience in the practice of nutrition in the food service setting with an emphasis on standardized menu planning and has developed skills in food service, particularly in food costing and people management. A Certificate of Completion will be issued to practicum students who completed the practicum.



14. Formal evaluations will be received by each practicum student at the end of each rotation and will indicate whether or not the intern has completed the competencies and objectives for that particular rotation. Practicum students who received unsatisfactory marks will undergo repeat rotations depending on the failing marks obtained. The Operation Manager of the Second Party may affix its signature in prescribed reports to be prepared by their assigned supervisor of the students 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 sign as a 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. 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.
17. 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.
18. This Agreement shall be for two (2) years commencing from November 2, 2022, to October 31, 2024 renewable under the same terms and conditions and for the same period until either party sends a prior written notice before its termination.

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

EASTERN VISAYAS STATE UNIVERSITY

By:



DENNIS C. DE PAZ, Ph. D.
University President


SUMMIT HOTEL

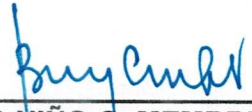
By:



DARELL N. RAGANIT
Operation Manager

SIGNED IN THE PRESENCE OF:


SEGUNDINA DEVOTA A. DILAO, MM, MScN, RND
 Head, Nutrition and Dietetics Department


BERNARD NIÑO Q. MEMBREBE, MScFT
 Dean, College of Technology

ACKNOWLEDGEMENT

Before me, a notary public in and for the City of Tacloban, Philippines this 14 DEC 2022 personally appeared.

Dennis C. De Paz, Ph. D.
 Darell N. Raganit

TW: 162-770-446
 PIC: 3095-1073-9052-4632

Bernard Niño Q. Membrebe, MScFT MOY 0713 BNR

Known to me to be the same persons who execute the foregoing instrument and acknowledgment 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 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.

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Series of 2022

ATTY. HENRY L. INOPIQUEZ
 Roll of Attorney No. 10275
 Notary Public for Tacloban City
 Notarial Commission No. 2020-07054
 Expires on December 31, 2021 / Extended
 Until December 31, 2022 per EN BANC
 Resolution No. B.M. No. 3795
 IBP No. 191730 1-06-2022, Leyte Chapter
 PTR No. 6203520 01-03-2022, Tabontabon, Leyte
 2F Fil-Chinese Chamber of Commerce Bldg.
 Justice Romualdez St. Tacloban City

