

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

Between

EASTERN VISAYAS STATE UNIVERSITY
Tacloban City

and

PACIFIC CONCRETE PRODUCTS, INCORPORATED
Quezon 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. DOMINADOR O. AGUIRRE, JR.*** in his capacity as President, with office address at Quarry District, Tacloban City, hereinafter referred to as "**EVSU**",

-and-

The **PACIFIC CONCRETE PRODUCTS, INC**, duly recognized and existing under the Laws of the Republic of the Philippines, with office address at Quezon City, Philippines, represented herein by its General Manager, _____ hereinafter referred to as "**PACIFIC**".

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, PACIFIC, is committed to construction excellence through safety, quality, timely, cost-efficiency and sustainable construction.

WHEREAS, PACIFIC, 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, **PACIFIC**, 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;



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 **PACIFIC** 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 **PACIFIC**;
4. Assist **PACIFIC** 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 **PACIFIC**, 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 **PACIFIC's** 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 **PACIFIC** 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 **PACIFIC** 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 **PACIFIC** is not an employer of the students for the duration of the in-plant training;
3. That **PACIFIC** 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) from April ___ 2017 to ___ 2017 unless sooner terminated by mutual consent of the same parties.


IN WITNESS WHEREOF, the parties of signed these presents:


Signed this _____ day of April ____, 2017, in the City of Tacloban, Leyte, Philippines:

EVSU
(First Party)

Pacific Concrete Products, Incorporated
(Second Party)


By Authority of the EVSU
Board of Regents:

By: 
CERAUD M. ROYO
HR MANAGER


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

General Manager

SIGNED IN THE PRESENCE OF:


DANILO B. PULMA, DM
Dean, College of Engineering

ACKNOWLEDGMENT

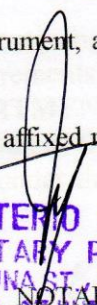
Republic of the Philippines)
Province of Leyte)
City of Tacloban)

BEFORE ME, this ___ day of April 2017 in the City of _____, Philippines, personally appeared the following :

Name	CTC No.	Date	Place
Dominador O. Aguirre, Jr	_____	_____	_____

Known to me to be the same persons who executed the foregoing instrument, and acknowledged to me that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, yeart, and place above written.


ATTY. ASTERIO A. VILLERO
NOTARY PUBLIC
39 JUAN LUNA ST., TACLOBAN CITY
MC No. 2016-01 85 UNTIL DEC. 31, 2018
MCLE COMPLIANCE No: V-0004411 10/20/14