

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

Between

EASTERN VISAYAS STATE UNIVERSITY
Tacloban City

and

RINEX SURVEYING & ALLIED ENGINEERING SERVICES & SUPPLIES
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 93111 represented herein by ***Dr. DOMINADOR O. AGUIRRE, JR.*** in his capacity as President with office address at Quarry District, Tacloban City, hereinafter referred as “**EVSU**”.

-and-

The **RINEX SURVEYING & ALLIED ENGINEERING SERVICES & SUPPLY**, duly recognized and existing under the Laws of the Republic of the Philippines, with office address at Blk 1, Lot 1, Bliss 2, Brgy 74, Nula-Tula, Tacloban City, Philippines represented herein by its **Proprietor, Engr. EUGENE D. GONZALES**, hereinafter referred to as “**RINEX SURVEYING**”.

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, RINEX SURVEYING, is committed not only to conduct all types of land surveying correct or adjust erroneous survey and assist land owners to identified municipalities but also to the improvement of the economic and social well being of the region and its population.

WHEREAS, RINEX SURVEYING, 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, **RINEX SURVEYING**, 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:

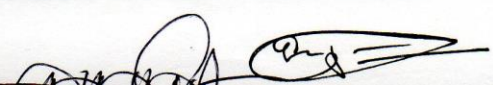
A. The EVSU shall carry out the following functions:

1. Identify and recommend qualified incoming Fifth Year Engineering Students to undergo on-the-job training at **RINEX SURVEYING** 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 **RINEX SURVEYING**;
4. Assist **RINEX SURVEYING** 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 RINEX SURVEYING, 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 **RINEX SURVEYING'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 **RINEX SURVEYING**. 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, other 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 **RINEX SURVEYING** to student trainee upon completing the required number of hours duly signed by their trainer/s and the head of 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 **RINEX SURVEYING** 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 **RINEX SURVEYING**. is not an employer of the students for the duration of the in-plant training;
 3. That **RINEX SURVEYING**. is not obliged or forced to hire these students after the completion of the On-the-Job Training.
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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 _____, 2017, in the City off Tacloban, Leyte, Philippines.


EVSU
(First Party)

RINEX SURVEYING & ALLIED ENGINEERING SERVICES & SUPPIES
(Second Party)


By Authority of the EVSU
Board of Regents:

By:

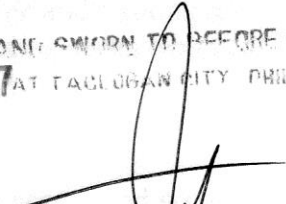

DOMINADOR O. AGUIRRE, JR., D.M
President


Engr. EUGENE D. GONZALES
Survey Manager

SIGNED IN THE PRESENCE OF:


DANILO B. PULMA, DM
Dean, College of Engineering

SUBSCRIBED AND SWORN TO BEFORE ME THIS
MAY 08 2017 AT TACLOBAN CITY PHILIPPINES


ATTY. ASTERIO A. VILLERO
NOTARY PUBLIC
39 JUAN LUNA ST., TACLOBAN CITY
MC No. 2016-01-03 UNTIL DEC. 31, 2018
MCLE COMPLIANCE No. V-0004411 10/20/14
ROLL No. 48962
PTR No. 9433541 01/03/17 TAN., LEYTE
IBP No. 1030874 01/03/17 LEYTE