	EASTERN VISAYAS STATE UNIVERSITY	
	Tacloban City	
	Title of Form: EVSU On-the-Job Training/Internship MEMORANDUM OF AGREEMENT	Control No. EVSU-IEA -F-031
		Revision No. 01
	Date	May 04, 2023

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) was made and executed this **SEPTEMBER 8, 2023** 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 Quarry District Tacloban City, duly represented by its *University President*, **DR. DENNIS C. DE PAZ**, hereinafter referred to as the "**FIRST PARTY**",

and

AUTO FROSS AIRCON SERVICE, a duly organized and existing under the laws of the Republic of the Philippines, with the office at **Bliss Sagkahan, Brgy. 64 Tacloban City**, represented by its *Owner*, **LITO ADRIANO CERVANTES** hereinafter referred to as "**SECOND PARTY**",

WITNESSETH THAT:

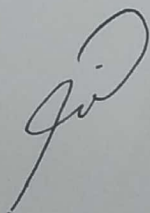
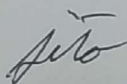
WHEREAS, the First Party, as part of the curriculum prescribed by the Commission on Higher Education (CHED) needs a Host Training Establishment where our students can undertake OJT/Internship for completion of their program requirement.

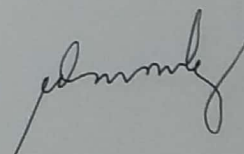
WHEREAS, the First Party believes in providing continued excellence for hands on training in recognized Host Training Establishment to our interns and future employees in the labor market that will help boost their skills as required in the world of work;

WHEREAS, the **Second Party**, as a highly recognized institution committed to the pursuit of providing competent, reliable, and professional services, has agreed to accommodate the students interns of the **First Party** provided that said interns will abide by the policies set forth by the concerned "**Second Party**";

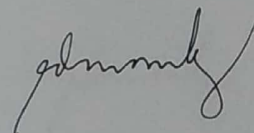
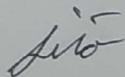
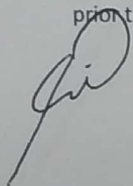
NOW, THEREFORE, for and in consideration of the representation and warranties of the parties and their faithful compliance with all covenants, terms and conditions hereafter contained, the Second Party hereby agrees to allow the students interns of the First Party to render their On-the-Job training for academic purposes;

1. The students of the **First Party** shall render the required number of hours for internship training which would include orientation of the policies and procedures, proper engagement, dos and don'ts during the conduct of their internship;

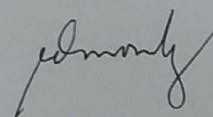






2. The **Second Party** shall ensure that no student of the **First Party** shall attend to any guests, or use any facility, equipment, or supply of the **Second party**, without the written the consent and authority of the **Second Party**, its staff, and personnel;
3. The **First Party** shall provide the lists of students and expected competencies a week before the start of the internship program. The **Second Party** will provide the complete schedule of each intern;
4. Before admission to the practicum program, **First Party** shall ensure that all student-affiliates have completed the basic academic requirement for the program and must comply with the requirements set forth by CHED and the **Second Party**;
5. The **First Party** shall ensure that each student 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 not be liable for it, but the students would be answerable for their own acts and omission which caused the said damage;
6. During the duration of the training, 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 OJT students during the duration of their practicum. It shall likewise include time and schedule of lectures, orientation on the proper decorum, and conduct inside the office premises to prevent any form of harassment or discrimination;
7. The **Second Party** is expected to commit in providing an internship environment and learning experiences free of discrimination and harassment, where all interns 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 internship shall not exceed EIGHT HOURS per day with one day off per week. In cases where long hours for make-up duty of interns 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 student's 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 **First party** shall require intern 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 of the student interns against discrimination and harassment;
12. The **Second Party** 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 always involving the students. 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, it is expected that the student interns must have thorough experience in the field of their specialization and allied fields. A **Certificate of Completion** will be issued to students interns who completed the number of hours required;
14. Formal evaluation will be received by each student interns at the end of each rotation and will indicate whether or not the intern has completed the competencies and objectives for that particular rotation. Student interns who received unsatisfactory remarks will undergo repeat rotations depending on the failing remarks obtained. The Operation Manager of the Second Party may affix his/her signature in prescribed reports to be prepared by their assigned supervisor of the student 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 the terms, covenants and conditions hereof shall not be deemed a relinquishment or 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 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 either court nearest where the First Party of Second Party is located.
18. This agreement shall be for two (2) years commencing **from school year 2023-2024 to school year 2024-2025 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 _____, Philippines.

EASTERN VISAYAS STATE UNIVERSITY

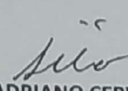
AUTO FROSS AIRCON SERVICE

By:



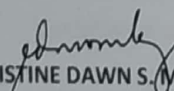
DR. DENNIS C. DE PAZ
University President

By:

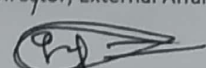


LITO ADRIANO CERVANTES
Owner

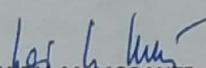
SIGNED IN THE PRESENCE OF:



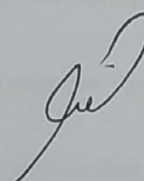
CHRISTINE DAWN S. MOMBAY
Director, External Affairs



DANILO B. PULMA, DM
Vice President for Internationalization & External Affairs



LYDIA M. MORANTE, DA
Vice President for Academic Affairs



ACKNOWLEDGEMENT

Before me, a Notary Public in and for the Mindanao, Philippines this SEP 22 2023 personally appeared:

DR. DENNIS C. DE PAZ

TIN # /ID #

LYDIA M. MORANTE, DM

DANILO B. PULMA, DM

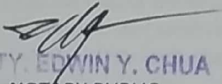
CHRISTINE DAWN S. MOMBAY

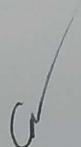
Known to me to be the same persons who executed the foregoing instrument and acknowledgement to me that the same is their own free and voluntary act and deed.

This instrument consists of five (5) pages, including this page, with every page duly signed by the parties and their instrumental witness.

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

Doc. No. 52
Page No. 11
Book No. 94
Series of: 2023


NOTARY EDWIN Y. CHUA
NOTARY PUBLIC
Notary Dec. 31, 2024
Notary No. NC-2023-01-75
R No. 1440307
Roll No. 35382
IBP Lifetime No. 436783





EASTERN VISAYAS STATE UNIVERSITY

Tacloban City

Title of Form: **Student Internship Contract (On-the-Job Training/Student Internship Contract Program)**

Control No.	EVSU-IEA-F-032
Revision No.	01
Date	May 05, 2023

STUDENT INTERNSHIP CONTRACT

On-the-Job Training/Student Internship Program

Between

COLLEGE OF TECHNOLOGY

Eastern Visayas State University

and

AUTO FROSS AIRCON SERVICE

Bliss Sagkahan, Brgy. 64 Tacloban City

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered this 9th day of September 2023, in the City of Tacloban, Philippines by and between.

The **EASTERN VISAYAS STATE UNIVERSITY**, a state university created by Republic Act 9311 represented herein by **BERNARD NINO Q. MEMBREBE, MDM** in his capacity as Dean, with office address at Salazar Street, Quarry District, Tacloban City 6500 Philippines, herein after referred to as "EVSU",

-and -

AUTO FROSS AIRCON SERVICE, a duly recognized entity and existing under the laws of the Republic of the Philippines, with office address at **Bliss Sagkahan, Brgy. 64 Tacloban City** duly represented herein by its **Owner, LITO ADRIANO CERVANTES**, herein referred after to as "HTE" (Host Training Establishment), **student interns** with their PDS hereto attached and **TERESA DESIREE A. PALENCIA**, OJT Program Coordinator.

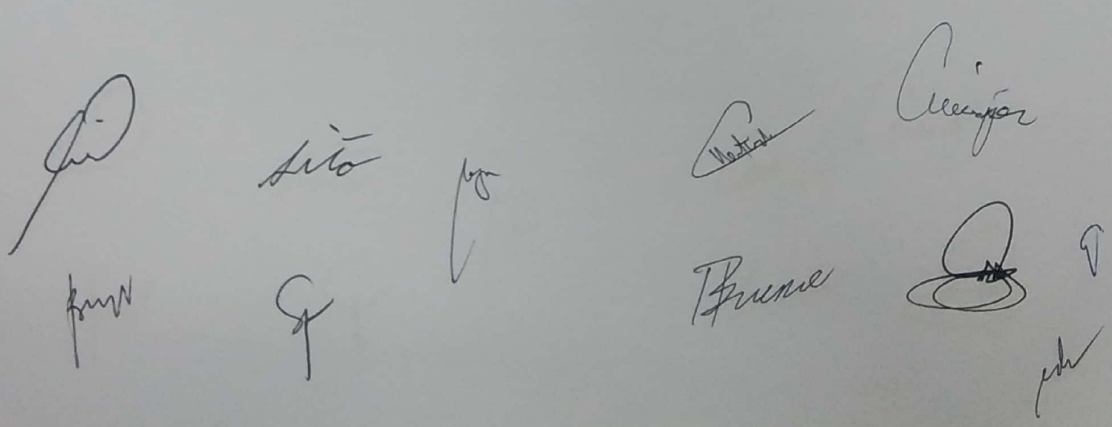
WITNESSETH:

WHEREAS, the **EVSU**, in pursuit of the achievement of its mission and institutional outcomes and in compliance to the program/curriculum requirements, needs to expose the students to the different industries or reputable HTEs to be able to practice their formal learning with practical knowledge, skills, and desirable attitudes in order for them to become more responsive to the future demands of the labor market;

WHEREAS, the HTE is committed to the improvement of the economic and social wellbeing of the country and its population;

WHEREAS, the HTE thru its magnanimous disposition will provide extension services in terms of accepting on-the job trainees/student interns;

NOW, THEREFORE, for and in consideration of the foregoing premises, the HTE hereby agrees to support and assist **EVSU** in its academic requirements and use its facilities and equipment, as well as professional services of its staff for the OJT program of students under the terms and conditions herein stipulated:



A. DUTIES AND RESPONSIBILITIES

A.1. EVSU, College of Technology

1. Identify and recommend qualified students to undergo on-the-job training at the **HTE** for its operation and facilities that will enhance and upgrade the student's capabilities;
2. Assume full responsibility over the students during his/her internship period;
3. Formulate university internship policies and guidelines on selection, placement monitoring and assessment of student interns;
4. Select **HTEs** and ensure acceptability of internship plan and internship venues in order to protect student interns' interest;
5. Develop in collaboration with the duly selected **HTE** an internship plan for the student intern specifying goals and objectives;
6. Ensures that the student intern will acquire actual and relevant competencies in each learning area, assignments, and schedule of activities. The internship plan shall be part of the internship contract signed by the student intern and **HTE**;
7. Provide free medical and dental services and certification by a duly licensed medical doctor and dentist to the student interns;
8. Require the student intern to get appropriate insurance coverage to include travel, medical, and health during the duration of the internship agreement;
9. Assign an OJT/SIPP Coordinator for the student internship program. For this purpose, the OJT/SIPP Coordinator is TERESA DESIREE A. PALENCIA of the program;
10. Conduct pre-internship orientation/training to student interns, as pre-requisite to their deployment to internship venues, on work environment issues, including but not limited to, proper work ethics and laws against sexual harassment;
11. Safeguard student interns from harassment, exploitation, deplorable training conditions, and such other conditions that contravene or defeat the purpose of internship;
12. Take appropriate action on any complaint against the student trainee in accordance with the university's policies;
13. Conduct initial and regular visit/inspection of the HTE to ensure safety of the student interns;
14. Monitor and evaluate performance of the student intern in accordance with the university's policies;
15. Conduct monitoring and evaluation of the HTE to gauge the overall performance of the HTE and provide feedback mechanism;
16. Conduct a post training review and evaluation of the program and performance as well as with the partner **HTE**;
17. Evaluate and assess related prior training experience and provide credits for internship, when applicable; and
18. Issue a final grade to the student intern upon completion of the requirements with the prescribed period in accordance with the university's regulations on grading system and performance assessment of the HTE;

Handwritten signatures and initials are present at the bottom of the page, including names like 'A.1.', 'Teresa', 'Desiree', 'A. Palencia', and other illegible signatures.

A.2 ON THE JOB TRAINING (OJT)/SIPP COORDINATOR

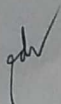
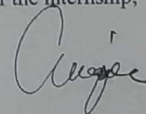
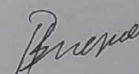
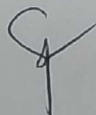
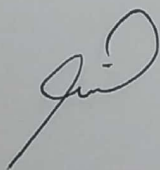
1. Coordinate with the Head and Dean for the purpose of internship orientation;
2. Provide pre-internship orientation prior to deployment to internship venues including among others, work ethics and anti-sexual harassment laws as pre-requirement.
3. Inspect internship venues and sites regularly;
4. Deploy student interns to selected **HTE** in coordination with the Head and Dean;
5. Monitor and assess student interns periodically.
6. Coach or mentor student interns;
7. Consult and assist student interns in resolving problems/issues encountered; and
8. Validate the result of the internship of students per batch, at the end of the internship period.

A.3. STUDENT INTERN

1. Sign all the required documents necessary for his/her participation in the internship program, including the acceptance letter and internship contract;
2. Comply with the provisions of this internship contract including the rules and regulations of **EVSU**, **HTE**, and the Commission on Higher Education at all times;
3. Undergo the required orientation/ internship program conducted by **EVSU** and **HTE**;
4. Report for internship in the **HTE** based on the schedule indicated in the internship contract;
5. Performs tasks and activities indicated in the internship plan;
6. Maintain confidentiality, when and where appropriate, during and after the internship period of all data, business, or trade secrets where such information is not within the public domain and is indicated or understood to be confidential.
7. Adhere to the existing rules and regulations of the **HTE** including the proper use of tools, instrument machines, and equipment.
8. Submit a monthly learning journal as required by the **HTE** reflecting on the approved internship plan, his/her experiences describing the internship activities, any problem(s) encountered and his or her reflections on the internship experience to the OJT Coordinator.
9. Complete the agreed duration of his/her internship. In case he/she will be unable to finish his/her internship within the regular or designated period/ he/she shall inform the OJT coordinator in writing of his/her intent and reasons to prematurely end his/her internship, at least three (3) working days before his/her last day of internship. Failure to complete the internship program without valid cause disqualifies the student intern from retaking the program with the **HTE**, and
10. Report to the OJT Coordinator for an exit assessment after the completion of the internship period.

A.4. HOST TRAINING ESTABLISHMENT

1. Designs and implements the internship plan with the College of Technology of **EVSU**.
2. Encourages student interns to develop their personality and professionalism and to the extent possible protect them from physical and moral danger;
3. Assigns a point/focal person responsible for the implementation of all phases of the internship;



4. Orients student intern on the standard, rules, and regulations of their establishment before signing the contract;
5. Enters an internship contract with the student intern;
6. Facilitates the processing of documents of the student intern in coordination with EVSU through the OJT Coordinator;
7. Provides practical training on work experience in accordance with agreed internship plan and schedule of activities;
8. Ensures that the student interns do not perform tasks and duties of regular position;
9. Provides supervised applied learning experience for student interns in accordance with the agreed internship plan and schedule of activities;
10. Develops feedback mechanism to the student intern;
11. Develops feedback mechanism to EVSU through the OJT Coordinator of the overall implementation of the internship and the student performance;
12. Provide monitoring and evaluation report or other information on the student intern's performance as maybe required by EVSU;
13. Make available, accurate, and current records, provide access to EVSU of such breach of contract or misconduct in the internship premises prior to HTE's decision to suspend or terminate the contract; and
14. Issues Certificate of Completion for the student intern not later than two (2) weeks after the completion of internship.

B. EVENTS OF DEFAULT

EVSU reserves the right to blacklist the HTE as Host Training Establishment for its student interns based on the following grounds:

1. Violations of any provisions of this MOA and CHED CMO No. 104, s. 2017;
2. Changing provisions of the signed internship contract without the consent of the student intern and EVSU;
3. Non-compliance with the prescribed internship plan;
4. Placing student in internship venues which degrade, debase, or demean the intrinsic worth and dignity of the student intern as a human being;
5. Withholding practicum reports of student interns without just cause; and
6. Such other acts similar analogous to the foregoing and activities classified as human trafficking under RA 9208 and such other issuances that is in violation of the provisions herein.

Violations of Student Interns

1. Any act of gambling, theft, and other similar illegal acts;
2. Submitting forged or fraudulent documents;
3. Any act in violation of HTE rules and regulations in accordance with the internship program; and
4. Any act in violation of the laws of the Republic of the Philippines.

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C. EXCLUSION OF PARTNERSHIP

The parties hereto expressly agree that nothing contained or implied in the AGREEMENT shall constitute a partnership or joint venture within the parties hereto or any of them do not constitute nor be deemed to constitute any party as an affiliate to any party for any purpose whatsoever.

D. NOTICES AND GENERAL MATTERS

Notices under the AGREEMENT may be delivered by hand, register mail (which shall be airmailed if possible) or facsimile number, and email address specified below:

(First Party)

EASTERN VISAYAS STATE UNIVERSITY

Salazar St., Quarry District, Tacloban City 6500 Philippines

Telefax No. +63 (53) 321 - 10 - 04

Email Address: _____

(Second Party)

AUTO FROSS AIRCON SERVICE

Bliss Sagkahan, Brgy. 64 Tacloban City

Telefax No. +63 _____

Email Address: _____

E. SEVERANCE

If any provisions of the AGREEMENT or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal, or not enforceable only to that extent and no further.

F. CONFIDENTIALITY

The AGREEMENT as well as its terms and conditions herein shall be held in strict confidence and that no portion or part hereof may be reproduced or be revealed to any personal or entity other than the signatories herein or their authorized representative/s.

G. SEPARABILITY

The invalidity or unenforceability of any provision of the AGREEMENT shall not affect or impair other provisions that are otherwise valid, binding, and effective.

H. GOVERNING LAW AND ARBITRATION

The AGREEMENT shall be governed by and construed according to the laws of the Republic of the Philippines.

I. ENTIRE AGREEMENT

The AGREEMENT constitutes the entire agreement between the parties, their successors and assignees. Any and all matters or things that the parties may have agreed but have not reduced in writing herein shall be void and ineffective.

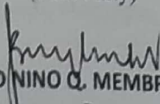
J. DURATION

This AGREEMENT shall take upon signing by the parties and shall remain in full force for two (2) years, unless sooner terminated by mutual consent of the same parties.

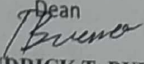
The bottom of the document features several handwritten signatures in black ink. On the left side, there are four distinct signatures. On the right side, there are two larger, more prominent signatures, with several smaller, less legible signatures scattered below them. The signatures appear to be from the representatives of the Eastern Visayas State University and the Auto Fross Aircon Service.


IN WITNESS WHEREOF, the parties hereof have signed this Agreement on the
day of _____ 20____ in the City of Tacloban, Philippines.

EASTERN VISAYAS STATE UNIVERSITY
(First Party)

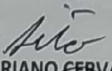

BERNARD NINO C. MEMBREBE, MDM

Dean

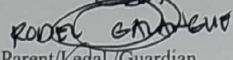

HENDRICK T. BUENO
Student Intern

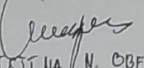

CRISPULO T. NATAD
Student Intern

AUTO FROSS AIRCON SERVICE
(Second Party)



LITO ADRIANO CERVANTES

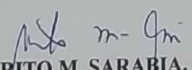
Owner



RODEL G. MENDO
Parent/Legal/Guardian


CRISTINA N. OBEAS
Parent/Legal/Guardian

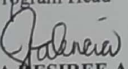
SIGNED IN THE PRESENCE OF:


CHRISTINE DAWN S. MOMBAY
Director, External Affairs


CHARITO M. SARABIA, Ph.D., JD
Head, OJT & Job Placement


EDUARDO V. CABUYAO, Ed.D.
Program Head


JEREMIAS ESPELETA


TERESA DESIREE A. PALENCIA
OJT College Coordinator

ACKNOWLEDGEMENT

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

20 SEP 2023

SUBSCRIBED AND SWORN to before me, this _____ in
the City of Tacloban, Philippines. The parties exhibited to me their proof of identification as follows:

<u>NAME</u>	<u>I.D. No.</u>	<u>DATE ISSUED</u>	<u>PLACE ISSUED</u>
Hendrick T. Buena	2020-10421		
Crispulo T. Natas Jr	2020-07953		

NOTARY PUBLIC

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ATTY. JERRY S. UY
Notary Public
Until December 31, 2023
Appointment No. NC 2022-07-36
168 M. H. Del Pilar St., Tacloban City
PTR No. 1440317, Jan. 5, 2023
Tacloban City
Roll of Attorney No. 38363
IBP Lifetime No. 06666