MEMORANDUM OF AGREEMENT
ON-THE-JOB TRAINING PROGRAM/ STUDENT INTERNSHIP PROGRAM

Between

EASTERN VISAYAS STATE UNIVERSITY
Tacloban City

and

DEPARTMENT OF AGRICULTURE (DA) REGIONAL OFFICE VIII

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, entered this ___ day of ___ 2022, by and between:

The **EASTERN VISAYAS STATE UNIVERSITY(EVSU)**, Tacloban City, Leyte, a state university created by RA 9311 represented herein by **DR. DENNIS C. DE PAZ,** in his capacity as the University President, with Office address at Salazar Street, Tacloban City, hereinafter refer to as "EVSU",

- and –

DEPARTMENT OF AGRICULTURE (DA) duly recognized and existing under the Laws of the Republic of the Philippines, with Office address at **Kanhuraw Hill, 6500 Jones, Tacloban City, Leyte** represented herein by **ANGEL C. ENRIQUEZ, CESO III** referred to as "HTE".

WITNESSETH:

WHEREAS, the **EASTERN VISAYAS STATE UNIVERSITY (EVSU),** in pursuit of the achievement of its mission and institutional Outcomes and in compliance to the Program/Curriculum Requirement, needs to expose the students to the different Industries or reputable **Host Training Establishments (HTE)** 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 **DEPARTMENT OF AGRICULTURE (DA)** with its Office address at **Kanhuraw Hill, 6500 Jones, Tacloban City, Leyte** is committed to the improvement of the economic and social wellbeing of the country and its population.

WHREAS, the **DEPARTMENT OF AGRICULTURE (DA)** thru its magnanimous disposition will provide extension services in terms of accepting on-the-job training/student internship program.

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NOW, THEREFORE, for and in consideration of the foregoing premises, **DEPARTMENT OF AGRICULTURE (DA),** hereby agrees to support and assist, EVSU in its academic requirements for the Course in **Bachelor of Science in Environmental Science** and the use of its facilities and equipment, as well as the 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

1. Identify and recommend qualified students **Bachelor of Science in Environmental Science** to undergo on-the-job-training at **DEPARTMENT OF AGRICULTURE (DA)** for its operation and facilities that will enhance and upgrade the student's capabilities.
2. Assume full responsibility over the students during their internship period.
3. Formulate local school internship policies and guideline 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 intern 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 internship contract signed 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 SIPP coordinator for the student internship program; and
10. Conduct pre-internship orientation/training to student interns, as a 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 intern in accordance with the University's policies;
13. Conduct initial and regular visit/ inspection of the HTE to ensure safety of student interns;
14. Monitor and evaluate performance of the student intern in accordance with the University's policies;

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15. Conduct monitoring and evaluation of the HTE to gauge the overall performance of THE 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;

18. Issue a final grade to the student intern upon completion of the requirements within the prescribed period in accordance with the HEIs regulations on grading system and performance assessment of HTE.

A.2. OJT COORDINATOR/SIPP COORDINATOR

1. Coordinate with the Head and Dean for the purpose of the 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;

4. Deploy students intern to selected HTE in coordination with the Head and the 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 or her participation in the internship program, including the acceptance letter, internship contact and/or agreement;

2. Comply with the provisions of the contract and/or agreement including the rules and regulations of the University, HTE and CHED at all times;

3. Undergo the required orientation/internship program conducted by the University and HTE:

4. Report for internship in the HTE based on the schedule indicated in the internship contract and/or agreement;

5. Perform tasks and activities indicated in the internship plan;

6. Maintain confidentiality, when and where appropriate, during and after the internship period of all the data, business or trade secrets where such

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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, instruments, machines, and equipment;

8. Submit a journal of internship as required by HTE reflecting on the approved Internship plan, his or her experiences describing the internship activities, any problem/s encountered, and his or her reflections on the internship experience and among others such as Certificate of Completion of Internship, Internship Performance duly signed by the HTE Supervisor/Mentor to the SIPP Coordinator.

9. Complete the agreed duration of his or her internship. In case the student intern will be unable to finish his or her internship within the designated period, he or she shall inform the SIPP Coordinator in writing of his or her intent and reasons to prematurely end his internship, at least three (3) working days before his last day of internship. Failure to complete the internship program without valid cause disqualifies the student intern from retaking the program with the concerned HTE; and

10. Report to the SIPP Coordinator for an exit assessment after the completion of the internship period.

A.4 THE DEPARTMENT OF AGRICULTURE (DA) referred to as HTE

1. Designs and implements the internship plan with Eastern Visayas State University;

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 the student intern on the standard rules and regulations of their establishment before signing of contract;

5. Enters into an internship contract/agreement with the student intern;

6. Facilitates the processing of the documents of the student intern in coordination with the HEIs

7. Provides practical training or work experience in accordance with agreed internship plan and schedule of activities;

8. Ensures that student interns do not perform tasks and duties of regular position;

9. Provides supervised applied learning experience for student interns in accordance with agreed internship plan and schedule of activities;

10. Develops feedback mechanism to the student intern;

11. Develops feedback mechanism to EVSU through the SIPP Coordinator of the overall implementation of the internship and the student performance;

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12. Provide monitoring and evaluation report or other information on the student intern's performance as maybe required by the HEI

13. Make available, accurate and current records and 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 certificates of completion for the student interns not later than two weeks after the completion of internship.

B. EVENTS OF DEFAULT

EVSU reserves the right to blacklist **DEPARTMENT OF AGRICULTURE (DA)** as a HTE for its student interns based on the following grounds

1. Violation of any of the provisions of this MOA and CMO 104 Series of 2017.
2. Changing provisions of signed internship contract and/or agreement without the consent of the student interns and HEI;
3. Non-compliance with prescribed Internship Plan;
4. Placing student interns 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 R.A No. 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 country.

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, registered mail (which shall be airmailed if possible) or facsimile to the address or emailed to the address, facsimile number, and email address specified.

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E. SEVERANCE

If any provision 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 personnel or entity other than the signatories herein or their authorized representative.

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 effect upon signing by the parties and shall remain in full force for _____ years, unless sooner terminated by mutual consent of the same parties

IN WITNESS WHEREOF, the parties signed these present:

Signed this _____day of_____, Tacloban City, Philippines.

EASTERN VISAYAS STATE UNIVERSITY
In behalf of the University President
Per Memo No. 08-01-2019

DENNIS C. DE PAZ, PhD
University President

ANGEL C. ENRIQUEZ, CESO III
Regional Executive Director
Department of Agriculture
Regional Field Office VIII
Kanhuraw Hill, Tacloban City

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SIGNED IN THE PRESENCE OF:

LYDIA M. MORANTE, PhD
Vice-President for Academic Affairs

SHELDON IVES G. AGATON, PhD
Dean, College of Arts and Sciences

FELIX DEXTER O. BARRION
Director, External Affairs

MA. ELVIRA A. MARTIJA, MSES
OJT/SIPP Coordinator

SUBSCRIBED AND SWORN to before me, this _____, by 2022 at the City of Tacloban, Philippines. The parties exhibit to me their proof of identification as follows:

NAME	COMPETENCE EVIDENCE OF IDENTITY	ID NUMBER	DATE/PLACE ISSUED
DENNIS C. DE PAZ	EMPLOYEE ID NO.	D062695DC	EVSU-MAIN CAMPUS
LYDIA A. MORANTE	EMPLOYEE ID NO.		EVSU-MAIN CAMPUS
BENEDICTO T. MILITANTE JR.	EMPLOYEE ID NO.		EVSU-MAIN CAMPUS

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

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