

EASTERN VISAYAS STATE UNIVERSITY

Tacloban City

Control No.

Title of Form: EVSU On-the-Job
Training/Internship MEMORANDUM OF

Control No. EVSU-IEA

Revision No. 00

Date September 06, 2022

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

AGREEMENT

This Memorandum of Agreement (MOA) was made and executed this **February 15,2023** 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

JOEB'Z COMPUTER SALES AND SERVICES a duly organized and existing under the laws of the Republic of the Philippines, with the office at SALAZAR STREET TACLOBAN CITY, LEYTE represented by ENGR. RONNIE P. RAMIREZ hereinafter referred to as "SECOND PARTY",

WITNESSETH THAT:

WHEREAS, the First Party, as an academic institution, offers the Bachelor of Science in Information Technology Program.

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 in Bachelor of Science in Information and Technology 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 boast their skills as required in the world of work;

WHERAS, THE Second Party JOEB'Z COMPUTER SALES AND SERVICES as a highly recognized institution committed to the pursuit of providing competent, reliable and professional services, has agreed to accommodate the aforementioned 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 **Bachelor of Science in Information and Technology** students of the First Party to render their On-the-Job training for academic purposes;

 The students of the First Party shall render 486 hours of internship training which would include orientation of the policies and procedures, proper engagement, dos and don'ts during the conduct of their internship;

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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 boast their skills as required in the world of work;

WHERAS, THE Second Party JOEB'Z COMPUTER SALES AND SERVICES as a highly recognized institution committed to the pursuit of providing competent, reliable and professional services, has agreed to accommodate the aforementioned 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 **Bachelor of Science in Information and Technology** students of the First Party to render their On-the-Job training for academic purposes;

- The students of the First Party shall render 486 hours of internship training which would include orientation of the policies and procedures, proper engagement, dos and don'ts during the conduct of their internship;
- For Bachelor of Science in Information and Technology program contemplated in this agreement, 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;
- 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;
- Before admission to the practicum program, First Party shall ensure that all studentaffiliates 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 student would be answerable for their own acts and omissions 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 Fist 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;
- 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









- 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 Bachelor of Science in Information and Technology 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 SY 2023 to SY 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

By:

DENNIS C. DE PAZ, Ph.D.

University President

SIGNED IN THE PRESENCE OF:

FELIX DEXTEN OF DARRION, DMT

Director External Affairs

LYDIA B. MORANTE, Ph.D. Vice President for Academic Affairs

DANILO B. PULMA, DM

Vice President for Internationalization & External Affairs

JOEBZ COMPUTER SALES

AND SERVICES

Owner

Witness By:

ERIQUESSEN AFRIZZ G. ELOJA

JOEBZ COMPLETER SALES AND SERVICES

ACKNOWLEDGEMENT

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Befg N	me, 2023 Notary	Public personal	in Iy ap	and pear	for ed:	the		

Dennis C. De Paz, Ph.D.

TIN # 162-770-446

Felix Dexter O. Barrion, DMT

TIN # 930-070-827

Lydia B. Morante, Ph.D.

TIN # 120-247-887

Danilo B. Pulma, Ph.D.

P061689DB

Engr. Ronnie P. Ramirez

TIN # 916-962-125-001

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.

Book No.

Series of 2003

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