

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this ____ day of February 2023 in Tacloban City, Philippines, by and between.

EASTERN VISAYAS STATE UNIVERSITY with office address at Quarry District, Tacloban City, represented by its University President, **DR. DENNIS C. DE PAZ**, and herein known as **FIRST PARTY**,

AND

PHILIPPINE STATISTICS AUTHORITY, a government institution, represented herein by its Undersecretary, National Statistician and Civil Registrar General, **CLAIRE DENNIS S. MAPA, Ph.D.** herein referred to as the **SECOND PARTY**.

WITNESSETH

WHEREAS, the FIRST PARTY is an institution of higher learning offering Business Education programs which aim to develop proactive students to become morally upright citizens and leaders in the achievement of better quality of life by providing them with specialized training in Business Administration to prepare them for gainful practice in their chosen field of interest;

WHEREAS, On-The-Job Training provides the avenue for actual exposure to office work and experiences in the use of theoretical and practical knowledge which has been acquired in previous subject;

WHEREAS, the main goal of the on-the-job training program is for students to become conversant with workplace skills as needed in the job market and to have an opportunity to further develop those skills;

WHEREAS, the Student Internship Program of the School is anchored on the positions of the Commission on Higher Education (CHED) Memorandum Circular no. 23 S-2009;

WHEREAS, the SECOND PARTY is an institution that can provide the training environment needed by the students, which will link formal classroom training to related work experiences that will permit opportunity for cognitive and psychomotor skills to be developed and applied;

WHEREAS, both parties have mutual distinctive and beneficial needs as well as a common felt need to improve the quality of Business Education in the Philippines;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree to the following terms and conditions of this Memorandum of Agreement.

TERMS AND CONDITIONS:

For the FIRST PARTY:

- Determine the readiness and ability of the student-trainee to go on-the-job training.
- Conduct regular supervisory visits during the stay of the student trainee with the host agency.
- Gather feedback from the SECOND PARTY as regards the performance of the student-trainee as a basis for improving his performance and likewise to guide future student-trainee, and
- Coordinate with the Officer-In-charge/ representative of the SECOND PARTY regularly.

For the SECOND PARTY:

- Provide the student with an orientation about the PSA, the job as well as exposure to the various Stake holders, in which it operates for the students to get an understanding of the PSA.
- Provide the student-trainee the necessary training environment needed for the completion of the on-the-job training which is for 200 hours.
- Allow the student-trainee to perform basic functions of the office to develop and enhance their skills in their field of specialization.
- Allow the student-trainee a flexible time schedule, which shall be determined at the start of the training program and monitor their attendance by requiring them Daily Time Record.
- Avoid giving student-trainee tasks which are personal in nature and is not in any way related to the training, and
- After completion of the on-the-job training, issue a certificate of completion and performance evaluation of the concerned student-trainee.

EFFECTIVITY

This Agreement shall hold for the duration of the 2023-2024 Academic School Year and is renewable every year. Both Parties shall submit their intention for renewal or termination of this Agreement through formal notice thirty (30) days before the expiration of this Agreement. Any termination notice shall be effective 30 days upon receipt thereof.

In case of termination, the parties shall turnover all deliverables agreed upon in the Student Internship Program.

The breach of the Guidelines for Student Internship Program or this MOA shall constitute a ground for termination of the MOA, in whole or in part, by the aggrieved party, without prejudice to other legal remedies available to the aggrieved party.

LIABILITY

The School, its Administrator, and teachers exercising authority and supervision over the Commission on Higher Education (CHED) undergoing Internship in the premises of the PSA shall be accountable for the student's acts.

Each party shall answer to losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement.

NONDISCLOSURE PROVISION

All information on technology, manufacturing processes, process standards, quality assurance methodologies, quality standards, production capabilities, raw material processing, marketing finance, and all other related documents, manuals, operational, and technical matters that the PSA shall make available to them shall be used for the sole purpose of student training. All these matters are considered confidential in nature and property of PSA. Each student hereby undertakes to prevent transfer of such information to any person.

OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY

Intellectual properties developed by the student as part of his or her regular work Internship duties in the PSA and their corresponding copyrights and/or patents shall belong to the PSA.

Intellectual properties developed by the student outside by his or her regular work Internship duties in the PSA and their corresponding copyrights and/ or patents shall belong to the student, even if the student used the time, facilities, materials of the PSA, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the PSA.

The above provision shall apply in proportion to the intellectual properties and developed by the student in case intellectual property is jointly developed by the student with an employee or personnel of the PSA, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the PSA.

NO EMPLOYER – EMPLOYEE RELATIONSHIP

It is expressly understood by the PARTIES that the PSA is not obliged to pay wage or salary since no employer –employee relationship exists between them. However, the PSA is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc.

This Memorandum of Agreement shall take effect immediately upon signing by all parties concerned and shall remain in force unless sooner terminated by mutual consent

IN WITNESS WHEREOF, parties of the agreement hereto affix their signature this 10 day of July 2023 in Manila, Philippines.


FIRST PARTY


DENNIS C. DE PAZ, Ph. D.
University President

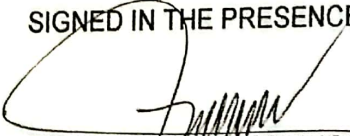
SECOND PARTY

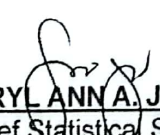
CLAIRE DENNIS S. MAPA Ph.D.
National Statistician

By:



WILMA A. PERANTE
Regional Director

SIGNED IN THE PRESENCE OF:


FELIX DEXTER O. BARRION, DMT
Director, External Affairs


SHERYL ANN A. JAMISOLA
Chief Statistical Specialist


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


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

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE x-x-x-x-x-) S.S.
CITY OF TACLOBAN x-x-x-x-x-)

BEFORE ME, this 11th day of 3 2023, 20__, in the City of Tacloban, Leyte, Philippines, personally appeared the parties with Community Tax Certificate / ID NUMBER, BELOW STATED:


NAME	CTC/ID NO.	ISSUED ON	ISSUED AT
WILMA A. PERANTE			
DENNIS C. DE PAZ, Ph. D.			

Known to me to be the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their free act and deed.

This instrument is consisting of four (4) including this page on which the acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL.

Doc. No. 13
Page No. 113
Book No. 750
Series of 7227


ATTY. EDWIN Y. CHUA
Notary Public
Until Dec. 31, 2024
Appointment No. NC-2023-01-75
PTR No. 1440307
Roll No. 35352
IBP Lifetime No. 436783