



## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

The **EASTERN VISAYAS STATE UNIVERSITY**, an educational institution duly organized and existing under the laws of the Republic of the Philippines with principal office address at Quarry District Tacloban City, duly represented by its *University President* , **Dr. DENNIS C. DE PAZ**, hereinafter referred to as "**FIRST PARTY**";

and

The **ORIENTAL LEYTE**, with office in Brgy. Baras, Palo Leyte, duly represented herein by the *General Manager*, **ANITO L. LANTICSE**, hereinafter referred to as "**Host Establishment**",

### WITNESSETH

WHEREAS, EVSU a tertiary education converted under Republic Act 9311 mandated to provide quality education integrating our core values in the performance of our mandate for academic excellence, technological development and humane service.

WHEREAS, the Host Establishment encourages and supports all development efforts through the promotion of quality education and training;

WHEREAS, EVSU and the Host Establishment have decided to pool their resources together to promote quality education and training for the OJT/interns of EVSU;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby enter into this Memorandum of Agreement, under the following terms and conditions, to wit:

### GENERAL POINTS OF AGREEMENT

1. The parties agree to cooperate in the undertaking of the Practicum Program, hereinafter referred to as the "Program";
2. The parties agree to pool resources together in support of the said program.
3. The parties agree to observe and maintain the generally- accepted standard operating procedures, principles, and good practices in the Hospitality Service Industry;

4. The Host Establishment shall in no way be responsible for the payment of the Practicum students under the Program of any salary/ emoluments/ benefits enjoyed by its employees, it being mutually understood that the participating students of EVSU are not in any way employees of the Host Establishment nor under an on- the- job training of the said Host Establishment, but are student- trainees;
5. The Host Establishment will not collect any fee to the students for their on- the- job training but the Host Establishment will not provide free meals to the student-trainees.
6. THAT, the Practicum student shall complete 700 hours of training under the Host Establishment.
7. 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.

### DUTIES AND RESPONSIBILITIES

#### A. EVSU shall:

- i. Provide on-campus orientation to Practicum students prior to recommendation for deployment in the program;
- ii. Design the training program together with the EVSU Practicum Coordinator;
- iii. Provide a mechanism for the monitoring of the Program as well as its evaluation;
- iv. Assign a Practicum Coordinator with the following duties and authority;
  1. Conduct an orientation seminar prior to the practicum proper;
  2. Require students to complete the OJT requirements of the establishment prior to deployment:
    - a. Application letter
    - b. Resume
    - c. Barangay clearance
    - d. NBI clearance
    - e. Police clearance
    - f. Drug test
    - g. Pregnancy test (female)
    - h. Health card (under Palo)
    - i. NSO birth certificate
    - j. 2 pcs 2x2 picture
    - k. Endorsement letter from school
    - l. Memorandum of Agreement
    - m. Parents/Guardian Consent/Waiver
    - n. Vaccination Card/Certificate
  3. Deploy Practicum students to host establishments;
  4. Monitor the activities of the student-trainees together with their respective supervisors appointed by the Host Establishment;
  5. Coordinate with the Host Establishment;
  6. Provide evaluation forms and orient the supervisor on the accomplishment of said forms;

7. Coordinate with the supervisors regarding the student's performance and other matters that may be necessary to be discussed for the welfare of the student-trainees and the success of the program; and
8. Collect practicum evaluation ratings from the supervisors.

**B. The Host Establishment shall;**

1. Provide practical and effective training to qualify the students for the manpower requirements of the industry;
2. Work out a program and schedule of activities for the student-trainees;
3. Expose the student-trainees to the basic work experience in the various areas of its operations;
4. Assign the Practicum Supervisor with the following duties and authority;
  - 4.1 Conduct an orientation and a tour of its facilities on the first day of duty of Practicum Students;
  - 4.2 Introduce the student to the staff of all departments in the establishment where the student-trainee will be assigned;
  - 4.3 Assign a Practicum Coordinator with the following duties and authority;
  - 4.4 Encourage the student to perform a reasonable amount of exploratory work dealing with problem-solving within the operations;
  - 4.5 Report immediately to the Practicum Instructor any misbehavior or unsatisfactory performance of the students; and
  - 4.6 Evaluate the work performance of the practicum student and forward the same work performance to the Practicum Coordinator of EVSU.
5. Provide/ award a certificate of Practicum Training to the student after the completion of require number of hours of the training stipulated herein.
6. Terminate OJT students who are found pregnant and violates the company policy (including wearing the prescribed OJT uniform and practice proper grooming). Three consecutive absences without valid reason may lead to termination of OJT;
7. Not be responsible for any accident, harm or injury to students during the training;
8. Terminate a student trainee who commits any of the following:
  - 8.1 Dishonesty and fraudulent act against partner establishment.
  - 8.2 For female trainee, if found pregnant on the duration of the training;
  - 8.3 Stealing any of the industry partner and guest properties;
  - 8.4 Engaging in lewd, indecent or immoral conduct (illicit relationship with industry partner's employees);
  - 8.5 Habitual tardiness and absences without valid reason

This agreement shall take effect on the date of its signing by the contracting parties without prejudice to the modification on any or some of the provisions which may be agreed upon by the contracting parties; Provided, however that such modification shall not be inconsistent with the original intent and purpose of this agreement. Nothing hereto prevents of any of the contracting parties to recommend for the termination of this agreement due to any justifiable reason within thirty (30) days upon notice by either of the concerned.

IN WITNESS WHEREOF, the parties have signed this MEMORANDUM OF AGREEMENT this 9th day of Sept. 2023, Tacloban City.

EASTERN VISAYAS STATE UNIVERSITY

  
DENNIS C. DE PAZ  
University President


THE ORIENTAL LEYTE

  
ANITO L. LANTICSE  
General Manager

  
CRISTINE DAWN S. MOMBAY  
Director, External Affairs

Signed in the presence of:

  
JADE P. LADRERA  
HR Officer

  
DANILO B. PULMA, DM  
VP for Internationalization & External Affairs

  
LYDIA M. MORANTE, DM  
VP for Academic Affairs



## ACKNOWLEDGEMENT

Republic of the Philippines)  
Province of Leyte ) S.S  
City of Tacloban )  
X-----X


BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

| NAME                     | Identification No. | Date/Place Issued |
|--------------------------|--------------------|-------------------|
| Dennis C. de Paz         |                    |                   |
| Anito L. Lanticse        |                    |                   |
| Danilo B. Pulma          |                    |                   |
| Lydia M. Morante         |                    |                   |
| Christine Dawn S. Mombay |                    |                   |
| Jade P. Ladrera          |                    |                   |

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

This instrument consists of four (4) pages including this page wherein this acknowledgement is written and is signed by the parties and their instrumental on each and every page hereof.

WITNESS MY HAND AND SEAL, this SEP 22 2023 day of 2022 at Tacloban City, Philippines.

  
**ATTY. EDWIN Y. CHUA**  
NOTARY PUBLIC  
Until Dec. 31, 2024  
Appointment No. NC-2023-01-75  
PTR No. 1440307  
Roli No. 35352  
IBP Lifetime No. 436783

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