

EASTERN VISAYAS STATE UNIVERSITY

Tacloban City

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

City	
Control No.	EVSU-IEA
Revision	00
No.	
Date	September 06, 2022

MEMORANDUM OF AGREEMENT

On-the-Job Training/Student Internship Contract
Between

EASTERN VISAYAS STATE UNIVERSITY

Tacloban City

and DYVL AKSYON RADYO

Name of Host Training Establishment

PNP ROAD CORNER MAHARLIKA HIGHWAY, BRGY. CAMPETIC PALO, LEYTE 6541

Address of Host Training Establishment

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered this <u>24th</u> day of April_20 <u>23</u>, 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 <u>DR. DENNIS C. DE PAZ</u> in his/her capacity as University President, with office address at Salazar Street, Quarry District, Tacloban City 6500 Philippines, herein after referred to as "EVSU",

-and -

<u>DYVL AKSYON RADYO</u> a duly recognized entity and existing under the laws of the Republic of the Philippines, with office address at <u>PNP ROAD CORNER MAHARLIKA HIGHWAY</u>, <u>BRGY. CAMPETIC PALO, LEYTE, 6541 duly represented herein by <u>FRANCISCA CUSTODIO</u> herein referred after to as "HTE" (Host Training Establishment).</u>

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;

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NOW, THEREFORE, for and in consideration of the foregoing premises, the HTE hereby agrees to support and assist EVSU in its academic requirements for the course BACHELOR OF ARTS IN ENGLISH LANGUAGE 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

- 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;
- Assume full responsibility over the students during his/her internship period;
- Formulate university internship policies and guidelines on selection, placement monitoring and assessment of student interns;
- Select HTEs and ensure acceptability of internship plan and internship venues in order to protect student interns' interest;
- 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;
- Provide free medical and dental services and certification by a duly licensed medical doctor and dentist to the student interns;
- 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; and
- 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;
- Safeguard student interns from harassment, exploitation, deplorable training conditions, and such other conditions that contravene or defeat the purpose of internship;
- 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:
- Monitor and evaluate performance of the student intern in accordance with the university's policies;
- Conduct monitoring and evaluation of the HTE to gauge the overall performance of the HTE and provide feedback mechanism;

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- Conduct a post training review and evaluated SIs, hence this undertaking performance as well as with the partner HTE;
- 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;

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

- 1. Coordinate with the Head and Dean for the purpose of internship orientation;
- 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 student interns to selected HTE in coordination with the Head and Dean;
- Monitor and assess student interns periodically.
- 6. Coach or mentor student interns;
- Consult and assist student interns in resolving problems/issues encountered; and
- 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. DYVL AKSYON RADIO 819 khz REFERRED AS HTE

- 1. Designs and implements the internship plan with EVSU.
- 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;
- Facilitates the processing of documents of the student intern in coordination with EVSU through the OJT Coordinator;
- 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;
- Provides the HTE learning experience for student interns in accordance with the agreed internship plan and schedule of activities;
- Develops feedback mechanism to the student intern;
- Develops feedback mechanism to EVSU through the OJT Coordinator of the overall implementation of the internship and the student performance;
- 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;

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- 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;
- 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
- b. Such other acts similar analogous to the foregoing and activities classified as human trafficking under RA 9208 and such other issuances that are in violation of the provisions herein.

Violations of Student Interns

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

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 or mem do not constitute nor be deemed to constitute any party as an armiate 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:

(Lust 1 arth)
EASTERN VISAYAS STATE UNIVERSITY
Salazar St., Quarry District, Tacloban City 6500 Philippines
Telefax No. +63 (53) 321 - 10 - 04
Email Address:
(Second Party)
DYVL AKSYON RADYO 819 Khz

PNP	ROAD	CORNER	MAHARLIKA	HIGHWAY,	BRGY.	CAMPETIC	PALO,	LEYTE
5541								
Telefa	ıv No	+63						
Email	Addre	ess:						

E. SEVERANCE

in any provisions of the ACKEENTENT or part thereof is rendered void, inlegal 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.

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F. CONFIDENTIALITY

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

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 assignces. Any and all matters or things that the parties may have agreed out nave not reduced in writing nerein snail be void and ineffective.

J. DURATION

This ACKEDIVENT 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.

	IN WITNESS WHEREOR	, the	parties hereof have signed this Agreement on
the	day of 0 2 JUN 2023		

EASTERN VISAYAS STATE UNIVERSITY (First Party)

By Authority of the EVSU President

Vice resident for Academic Affairs

JAIME C. GRAVADOR JR.

Studen Intern

ERLANE C. WAGAS

JANNELE G. FABI

Student Intern

GELLASOREPOSAR

Student Intern

DYVL AKSYON RADYO 819 Khz

(Second Party)

LUISITA J. QUEBEC

Officer In-Charge

ARLENE GRAVADOR

Parent/Legal Guardian

KUMLEL WAGAS

Parent/Legal Guardian

Parent Least Constrain

VIRGINIA S. REPOSAR

Parent/Legal Guardian

SIGNED IN THE PRESENCE OF:

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

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF TACLOBAN	15.5

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in the City of Tacloban, identification as follows:	Philippines.	The	parties	exhibited	to	me	their	proof	of

NAME	ID NUMBER	DATE ISSUED	PLACE ISSUED
LYDIA M. MORANTE, DA	M060799LM	JUNE 2022	TACLOBAN CITY
LUISITA J. QUEBEC	HOZ 94. 035053	DEC - 2020	TACLOBAN CITY
DERI-ON, TANYA GRACE	2019-04388		EVSU Main
MONARES, RAE BIANCA	2019-07584		EVSU Main
CANONIGO, SOFIA	2013-03342		EVSU Main
SAMANTH'A			

NOTARY PUBLIC

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ATTY, JARRY S. UY
Notary Public
Until December 31, 2023
Appointment No. NC 2022-07-36
168 M. H. Del Pilar St., Tacloban City
PTR No. /440317, Jan. 5, 2023
Roll of Attorney No. 38363
169 Life Life and No. 06666