

	EASTERN VISAYAS STATE UNIVERSITY		
	Tacloban City		
	Title of Form: EVSU On-the-Job Training/Internship MEMORANDUM OF AGREEMENT	Control No.	EVSU-IEA-F-031
		Revision No.	00
	Date	September 06, 2022	

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) was made and executed this 25 JUL 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

NATIONAL IRRIGATION ADMINISTRATION REGIONAL OFFICE VIII a, Government Owned and Controlled Corporation (GOCC) duly organized and existing under the laws of the Republic of the Philippines, with the office at **Marasbaras, Tacloban City** represented by **ENGR. RUBY C. TUAN, JR.** hereinafter referred to as "**SECOND PARTY**",

WITNESSETH THAT:

WHEREAS, the First Party, as an academic institution, offers the **Bachelor of Arts in English Language & Batsilyer ng Sining sa Filipino** 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 **BAEL & BSF** 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;

WHEREAS, the Second Party, the **National Irrigation Administration Regional Office VIII** as a highly recognized institution committed to the pursuit of providing competent, reliable, and professional services, has agreed to accommodate the 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 **BAEL & BSF** students of the First Party to render their On-the-Job training for academic purposes;

1. The students of the First Party shall render 200 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;


DANTE B. PULMA, D.M.
 Vice President for Internationalization and External Affairs

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;

3. 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;
4. Before admission to the practicum program, **First Party** shall ensure that all student-affiliates 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 students 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 **First 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;
7. 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 with respect and dignity to be able to contribute significantly and have equitable opportunities. Managers and supervisors have the additional responsibility to act immediately on observations or allegations of harassment or discrimination and should address potential problems before they become serious;
8. The number of hours for each student to undertake internship shall not exceed EIGHT HOURS per day with one day off per week. In cases where long hours for make-up duty of interns are required, the First Party shall secure the prior written approval of the Second Party. The coordinator of the First Party must be allowed to visit the interns in their respective areas once a week to monitor the student's status and performance;
9. The **Second Party** reserves the right to determine the maximum number of students who may be assigned within a certain time; for this purpose, the Second Party shall, from time to time, inform the First Party of the maximum number allowed for the latter to comply;
10. The **Second Party** shall in no manner be answerable or accountable for any claim, actions, costs, suits, incident, loss, liability, damage or injury of any kind, character, type of description including attorney's fees and legal expenses which may occur, be brought sustained or received by the students as a consequence of arising, from or in connection with this Agreement. The First party shall require intern students to secure insurance prior to their deployment;
11. The **Second Party** shall 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;

JOSE C. TUAN JR.
REGIONAL MANAGER

ARNEL B. MENDOZA
DIVISION MANAGER - JFD

RAQUEL R. SALCEDA
Administrative Services Chief A

JOSE C. TUAN JR.
REGIONAL MANAGER

DANILO B. PULMA, D.M.
Vice President for Internationalization and Cultural Affairs

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 student 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 focal person of the Second Party assigned to monitor the student interns 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. 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;
16. 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.
17. This agreement shall be for two (2) years commencing **from school year 2022 to school year 2023 renewable** under the same terms and conditions and for the same period until either party sends a prior written notice before its termination.

Further, 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 personal or entity other than the signatories herein or their authorized representative/s.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed at _____, Philippines.

EASTERN VISAYAS STATE UNIVERSITY

By:

DENNIS C. DE PAZ, PhD
University President

SIGNED IN THE PRESENCE OF:

FELIX DEXTER O. BARRION, DMT
Director, External Affairs

NATIONAL IRRIGATION ADMINISTRATION

By:

ENGR. RUBY C. TUAN, JR.
Regional Director

MS. RAQUEL R. SALCEDA
Administrative Services Chief

DANILLO B. PULMA, D.M.
Vice President for Internationalization and External Affairs


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

LYDIA M. MORANTE, DA
Vice President for Academic Affairs

ACKNOWLEDGEMENT

Before me, a Notary Public in and for the TACLOBAN CITY, Philippines this
25 JUL 2023 personally appeared:

DENNIS C. DE PAZ, PHD TIN # 162-770-446
FELIX DEXTER O. BARRION, DMT TIN# 930-070-827
DANILO B. PULMA, DM P06168900
LYDIA M. MORANTE, DA TIN# 120-247-887
ENGR. RUBY C. TUAN, JR. TIN# 126-726-917

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.

ATTY. JERRY S. UY
Notary Public
Until December 31, 2023
Appointment No. NC 2022-07-86
168 M. H. Del Pilar St., Tacloban City
PTR No. 1940317, Jan. 5, 2023
Tacloban City
Roll of Attorney No. 38363
IBP Lifetime No. 06666

Doc. No. 400
Page No. 81
Book No. XIV

Series of 2023