

# MEMORANDUM OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is made and entered into on this 30<sup>th</sup> day of January 2024, by and between:

**GLOBAL CARE**, a group of medical professionals established in 1997 and started in Seoul as the first international humanitarian medical non-government organization (NGO) in South Korea with a principal office in Seoul, South Korea, and a satellite office in Nula-Tula, Tacloban City, Philippines, represented by its National Director, **SOMI SHIN**, hereinafter referred to as "Global Care".

-and-

**EASTERN VISAYAS STATE UNIVERSITY - CARIGARA CAMPUS**, represented by its University President, **DR. DENNIS C. DE PAZ**, hereinafter referred to as "EVSU Carigara".

**WHEREAS**, Global Care Philippines is a reputable Korean Medical NGO actively involved in implementing the Adolescent Sex and Reproductive Health Promotion Project in Leyte, Philippines.

**WHEREAS**, EVSU Carigara Campus is an esteemed academic institution that offers programs in various fields

**WHEREAS**, the Parties recognize the value of practical experience in enhancing the education of students and facilitating their transition into the workforce.

**WHEREAS**, the Parties desire to establish an agreement to facilitate the placement of EVSU Carigara Campus students for their internship within and outside the premises of Global Care Philippines, thereby providing them with an opportunity to gain practical experience in the field of adolescent sex and reproductive health promotion.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### Section 1. Purpose of Agreement:

The primary purpose of this Agreement is to establish a framework for cooperation and collaboration between Global Care and EVSU Carigara in the following areas:

a. **ASRH Awareness Campaigns**: Global Care and EVSU Carigara will jointly plan, implement, and evaluate awareness campaigns on Adolescent Sex and Reproductive Health, using the "Teenspire Curriculum" and other relevant materials.

b. **Values Education/Promotion**: Both parties will work together to promote the value of academic education, responsible parenthood, and the importance of the family institution and the marriage relationship through educational programs and campaigns.

c. **Livelihood Capacity Building**: Global Care and EVSU Carigara will collaborate to provide livelihood capacity building programs, with a focus on fish culture and fish trade, fish processing, entrepreneurship, and cooperatives, especially for teen parents.

d. **Information and Communication Management (ICM)**: Both parties will share resources and expertise to address ICM needs in online teen centers, preparation of awareness campaign materials, preparation of Information, Education, and Communication (IEC)

## **Section 2. Expanded Areas for EVSU Student Internship:**

EVSU Carigara agrees to facilitate student internships within Global Care Philippines in the following areas:

- a. **Values Education/Promotion:** Interns will have the opportunity to contribute to values education programs, including content development and community outreach efforts.
- c. **Livelihood Capacity Building:** Majors in Fisheries or Fish Technology may teach or assist the trainees in doing project feasibility studies such as assisting in fish culture and fish trade projects, fish processing, and entrepreneurial initiatives.
- d. **Information Management:** Internships may involve IT and information management tasks, including supporting online teen centers, preparing awareness campaign materials, and assisting in Global Care's office administration.

## **Section 3. Duration of Internship:**

The duration of each internship shall be determined by the academic program of EVSU Carigara Campus and may vary for different students.

## **Section 4. Roles and Responsibilities:**

### **a. Global Care Philippines shall:**

1. Provide the necessary supervision, mentorship, and resources to ensure that interns receive valuable training and experience in the field of adolescent sex and reproductive health promotion.
2. Provide students with an orientation about the company and about the job;
3. Ensure a safe and conducive working environment for the student interns; and be not exposed to any form of harassment/unethical practices or tasks that are unreasonably risky dangerous or unilateral to the purposes of the internship program.
4. Collaborate with EVSU-Carigara to ensure the integration of students into relevant projects and initiatives.
5. Develop effective strategies that can help promote positive sexual and reproductive health outcomes for young people.
6. Provide access to networks of professionals and organizations working in the field of adolescent sex and reproductive health can help improve student interns exposure.
7. Provide opportunities to learn from experienced professionals and participate in collaborative projects related to adolescent sex and reproductive health can help improve their exposure.
8. Determine or control the number of student interns and approve the number it will accept for the semester, especially if the number of interested students soars.
9. Create a supportive and structured environment that will help interns feel more comfortable and confident in their role, ultimately enhancing their performance and ability to contribute to the Global Care organization's mission.



10. Assess student's interpersonal skills such as empathy, compassion, and cultural competence. These skills can help students build rapport with clients and establish a safe and non-judgmental environment for discussing sensitive issues.

**b. EVSU-Carigara Campus shall:**

1. Identify qualified student interns and facilitate their placement at Global Care.
2. Monitor the students' progress during the internship; and
3. Ensure they comply with the rules and regulations of Global Care Philippines.
4. Through the IT Department, install, operate, and troubleshoot ICT equipment and devices being used by Global Care.
5. Evaluate student's communication skills, essential when working with young people in matters concerning their sexual and reproductive health.
6. Assess student's interpersonal skills such as empathy, compassion, and cultural competence. These skills can help students build rapport with clients and establish a safe and non-judgmental environment for discussing sensitive issues.
7. Provide regular feedback and opportunities for skill-building can help further develop the intern's competencies and bring out their best performance
8. Assign a faculty coordinator who will coordinate with Global Care about student internship concerns.
9. Evaluate student's communication skills, essential when working with young people in matters concerning their sexual and reproductive health.
10. Orient the student interns with the administrative policies, rules, and standards of the EVSU as provided under the EVSU Students Handbook Internship Plan/Program and other statutory laws that will ensure the safety of the student interns during their internships.

**c. Under this Internship Program, the following terms and conditions are likewise included:**

1. It is expressly understood that there will be no employer-employee relationship between GLOBAL CARE and the student interns of EVSU Carigara;
2. The student interns will be personally responsible for any and all liabilities for damage to property or injury to third persons, which may be occasioned by their intentional or negligent acts while in the course of their training;
3. EVSU Carigara through the faculty advisers shall see to it that the student interns complete the agreed scope of work within the agreed duration of the program;
4. It is expressly understood by EVSU Carigara., and the student interns that all information on technology, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, and operational or technical matters that GLOBAL CARE shall make available to them shall be used for the sole purpose of student training. All of these matters are classified as confidential in nature and proprietary to GLOBAL CARE and the student interns hereby undertake to prevent the transfer of such information by any of its members to any party outside of GLOBAL CARE without the knowledge and written consent of GLOBAL CARE. The student interns hereby acknowledge this condition

specifically after having read and affixed their individual signatures to the CONFIDENTIALITY AGREEMENT.

5. Any intellectual property owned by the parties prior to this agreement shall continue to be owned by them. The student-intern cannot use any confidential information or data from the company to create intellectual property without the express written approval of the company;

6. Any intellectual property independently created by the student-intern during the period covered by the practicum shall be exclusively owned by the student-intern. Should GLOBAL CARE provide financial support for the creation of such intellectual property, the ownership of the intellectual property shall be determined by agreement of the parties which shall be embodied in a separate written agreement; and,

7. In case the student-intern jointly creates intellectual property with a person employed by GLOBAL CARE the intellectual property shall belong to the student intern and the GLOBAL CARE jointly in equal proportion unless the parties agree on a different proportion of ownership.

#### **Section 5. Confidentiality and Non-Disclosure:**

Interns shall respect the confidentiality of all information and materials to which they have access during the internship and shall sign any necessary confidentiality or non-disclosure agreements required by Global Care Philippines.

#### **Section 6. Evaluation and Feedback:**

Global Care Philippines shall provide periodic evaluations of intern performance to EVSU Carigara Campus. EVSU-Carigara Campus may provide feedback on the program to ensure its effectiveness.

#### **Section 7. Termination of the Agreement:**

This MOA shall be effective upon the date of signing and shall remain in force for a period of 2 years unless terminated earlier by mutual consent or extended in writing by both parties.

#### **Section 8 Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the Philippines.

#### **Section 9. Entire Agreement:**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, and representations.

#### **Section 10. Dispute Resolution:**


Any and all disputes arising out of or relating to this Agreement shall be subjected to good faith negotiations between the Parties before implementation of the legal proceedings pursuant to the provisions of the Alternative Dispute Resolution Law.




This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the proper courts of the Municipality of Carigara to the exclusion of all other courts or tribunals


IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement as of the date first above written.

  
**SOMI SMIN**  
National Director  
Global Care Philippines

  
**DENNIS C. DE PAZ, Ph.D.**  
University President  
Eastern Visayas State University  
Main Campus

  
**VIRGINIA S. ARIZA, Ph.D.**  
Officer-in-Charge  
Eastern Visayas State University  
Carigara Campus

  
**BONITA SHIGELLA F. COTONER, RN.MAN**  
Medical Section  
Eastern Visayas State University  
Carigara Campus

  
**RYAN M. AGUILOS, MSIT**  
Information Technology Department  
Eastern Visayas State University  
Carigara Campus

  
**ELVERA B. QUIQUIL, MM**  
Entrepreneurship Department Head  
Eastern Visayas State University  
Carigara Campus

  
**JEAN A. MEDINO, Ph.D**  
Education Department Head  
Eastern Visayas State University  
Carigara Campus

  
**BOBBY Q. CLEMENTE, MAED**  
SASO  
Eastern Visayas State University  
Carigara Campus

  
**MARK GLENN C. NARIDO, RFP**  
Fisheries Department Head Head,  
Eastern Visayas State University  
Carigara Campus

Signed in the presence of:

\_\_\_\_\_

# ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

Carigara, Leyte ) ss.

BEFORE ME this FEB 07 2024, personally appeared:

Name	ID TYPE & NO.	Date Issued on/at
<u>DENNIS C. DEPAZ, Ph.D</u>	<u>D 062695 DC</u>	<u>JUNE 26, 1995</u>
<u>SHIN SOMI</u>	<u>DRIVER'S LIC. # X01-04-001533</u>	<u>-</u>
<u>JEAN A. MEDINO</u>	<u>GSIS-LP-7800501285</u>	<u>-</u>
<u>VIRGINIA S. ARIZA</u>	<u>EVSM ID A070821VS</u>	<u>JUNE 03, 2021</u>
<u>BONITA SHIGELLA F. COTNER</u>	<u>PRC LICENSE # 0424990</u>	<u>MARCH 08, 2007</u>
<u>ELVERA B. RUILA RUIL</u>	<u>PRC License # 1860959</u>	<u>JANUARY 23, 2020</u>
<u>MARK GLENH O. NARIDO</u>	<u>PRC LICENSE # 10002975</u>	<u>NOVEMBER 13, 2018</u>
<u>RYAN M. AGUILOS</u>	<u>DRIVER'S LIC. # H09-10-000103</u>	<u>MARCH 05, 2019</u>
<u>BOBBY B. CLEMENTE</u>	<u>Phil HEALTH ID 01-05139 3596-5</u>	<u>-</u>

Known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed, and that of the corporations herein they represented. This Memorandum of Agreement consists of 6 pages including this page in which this acknowledgment is written, and signed by the parties in their instrumental witnesses each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date at the place first written above.

Doc. No. 357  
Page No. 73  
Book No. V  
Series of 2024



**ATTY. NATHANIEL P. DEN**  
Notary Public  
For the province of Leyte  
R-BAR-2023-302-NC until December  
Roll of Attorney's No. 64376  
PTR No. 8386534, 01/03/2024, Carigara, Leyte  
IBP No. 300752, 01/02/2024  
MCLE Compliance No. VI-0006617  
Valid until April 14, 2025  
Brgy. Baybay, San Quintin St., Carigara, Leyte



