

	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.	01
	Date	May 04, 2023	

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) was made and executed this 1st day of March 2024 at Dulag Leyte, 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 Arch. Lino R. Gonzaga Avenue, Tacloban City, duly represented by its University President, **DENNIS C. DE PAZ, PhD** hereinafter referred to as the **"FIRST PARTY"**,

and

DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST) – PROVINCIAL SCIENCE AND TECHNOLOGY OFFICE LEYTE (PSTO LEYTE), a duly organized and existing under the laws of the Republic of the Philippines, with the office at **Candahug, Palo Leyte** represented by **JOHN GLENN D. OCANA** herein after referred to as **"SECOND PARTY"**,

WITNESSETH THAT:

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 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 boost their skills as required in the world of work;

WHEREAS, the **Second Party**, as a highly recognized institution committed to the pursuit of providing competent, reliable, and professional services, has agreed to accommodate the student 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 students interns of the First Party to render their On-the-Job training for academic purposes;

1. The students of the **First Party** shall render the required number of hours for internship training which would include orientation of the policies and procedures, proper engagement, and dos and don'ts during the conduct of their internship;
2. The Second Party shall ensure that no student of the First Party shall attend to any guests, or use any facility, equipment, or supply of the Second Party, without the written consent and authority of the **Second Party**, its staff, and personnel;







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;
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 student interns who completed the number of hours required;
14. Formal evaluation will be received by each student intern 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 Operation Manager of the Second Party 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. The failure of the **Second Party** to insist upon the strict performance of the terms, covenants and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which terms, covenants, and conditions shall continue to be in full force and effect. No waiver by the Second Party of any rights under this agreement shall be deemed to have been made unless expressed in writing, signed by the Second Party, and duly notarized;
16. 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;
17. 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 or Second Party is located.
18. This agreement shall be for two (2) years commencing **from school year 2024 to school year 2026 renewable** under the same terms and conditions and for the same period unless either party sends a prior written notice before its termination.