	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 _____ 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 Arch. Lino R. Gonzaga Avenue, Tacloban City, 6500 Philippines, duly represented by its University President, **DENNIS C. DE PAZ, Ph.D**, hereinafter referred to as the "**FIRST PARTY**',

and

HILDEVANNE FOOD CORPORATION (SHAKEYS RESTAURANT PHILIPPINES), a duly organized and existing under the laws of the Republic of the Philippines, with the office at Brgy. 91 Abucay, Tacloban City represented by **MYLENE LEE JULIO,** Chief Executive Officer hereinafter 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;

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 omission 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 an internship shall not exceed **240** hours with EIGHT HOURS per day with one day off per week. In cases where long hours for the 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;

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 effective immediately upon the signing of both parties, and shall be valid for two (2) years from effectivity date, renewable under the same terms and conditions and for the same period until either party sends a prior written notice before its termination.

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

EASTERN VISAYAS STATE UNIVERSITY

By:

DENNIS C. DE PAZ, Ph.D
University President

NAME OF HOST TRAINING ESTABLISHMENT

By:

MYLENE LEE JULIO
Head of HTE

SIGNED IN THE PRESENCE OF:

MIA GRETZ A RAMIREZ, MBA,CGSP
Director, External Affairs

(HTE Witness)

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

LYDIA M. MORANTE, DA
Vice President for Academic Affairs

MARY JEAN P. YANGER, Ed.D
Campus Director

ACKNOWLEDGEMENT

Before me, a Notary Public in and for the _____, Philippines this _____ personally appeared:

	TIN # /ID #	
_____		_____
_____		_____
_____		_____

Known to me to be the same persons who executed the foregoing instrument and acknowledgment 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.

_____
NOTARY PUBLIC

Doc. No. _____

Page No. _____

Book No. _____

Series of : _____