


Ref. # 2023-001

	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

This Memorandum of Agreement is made and entered into by and between:

Eastern Visayas State University, an educational institution duly organized and existing under the law of the Republic of the Philippines with principal office in Arch. Lino R. Gonzaga Avenue Tacloban City 6500, represented herein by its University President, **Dr. Dennis C. De Paz**, and herein referred to as **EVSU**.

-and-

May
Civil Service Commission Regional Office VIII, with the principal address at Government Center, Palo, Leyte 6501 represented herein by its Director IV, **Atty. Marilyn E. Taldo**, hereinafter referred to as **Host Training Establishment (HTE)**.

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 HTE 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** agrees to help **EVSU** provide its students the professional training needed to become globally competitive professionals, accepts the undergraduate students of **EVSU** as interns or apprentices of the units of the **HTE** through an on-site Internship Program (Face-to-face Arrangement).

[Signature]
[Signature]
NOW THEREFORE, in line with the above premises, the HTE and EVSU hereby agree on the following terms and conditions:

[Signature]

A. Civil Service Commission Regional Office VIII shall:

1. Undertake the selection process of the recommended Student Interns in adherence to its recruitment policies and guidelines for this purpose and reserves the right to determine the maximum number of students who may be assigned within a certain time;
2. Ensure that the Student Interns undergo training related to their course, and provide the student interns with work or activities that are varied and challenging;
3. Provide the Student Interns with an orientation about the HTE and about the job;
4. Designate a Program Coordinator tasked to coordinate with EVSU the various activities under this Program,
5. Assign the Student Interns to the different work units; the head of unit shall act as Training Supervisor of the Student Intern who shall monitor and discuss the performance of the Student Interns for the duration of the internship;
6. Provide the Student Interns with a specific training schedule that excludes weekends, does not go beyond eight (8) hours per day, and runs for a total of 300 hours per Academic Year that is specified in the Internship Agreement;
7. Ensure a safe and conducive working environment for the Student Interns that is free of discrimination and harassment;
8. The Training Supervisor of the Student Intern shall accomplish the term-end Evaluation Form provided by the EVSU Internship Coordinator, which shall be submitted to the Program Coordinator. The latter shall submit the same to the EVSU On-the-Job Training Coordinator;
9. Issue a certificate of completion to the Student Interns who completed the number of hours required at the end of the internship period;
10. Ensure that no student of EVSU shall attend to any guests, or use any facility, equipment, or supply of the HTE, without the written consent and authority of the HTE, or its authorized representative;
11. Collaborate with EVSU in cognizant of the need for special protection and the best interest of the Student Interns against discrimination and harassment. Unit Heads have the additional responsibility to act immediately on observations or allegations of harassment or discrimination and should address potential problems before they become serious; and
12. Inform EVSU, through the OJT Coordinator, on matters related to the Internship Program.



B. Eastern Visayas State University shall:

1. Recommend, EVSU students who will take up the Internship Program in the aforementioned Office and provide HTE the list of students and the expected competencies a week before the start of the Internship Program;
2. Assign an OJT Coordinator who will coordinate with the Office regarding matters relative to the Internship Program;
3. Ensure that all Student Interns have completed the basic academic requirements for the program and must comply with the requirements set forth by CHED and the HTE;
4. EVSU, through the OJT Coordinator shall secure prior written approval of the HTE, in case the Student Interns lacks the necessary/required number of hours of duty and needs to extend until completion of the required number of training hours;
5. Subject the concerned student/s to due process as provided for by the University's rules and regulations in case of loss or damage to property of the Office or injury to third persons in the course of the Internship. If found guilty as charged, EVSU shall indemnify the HTE corresponding to the total amount of damages incurred by the HTE;
6. Be given the opportunity to visit and check the students in the workplace once a week through its OJT Coordinator or anyone designated for this task, to monitor the student's status and performance;
7. Reserves the right to pull out Student Interns in case the students find the training and exposure unsatisfactory to their needs after a thorough consultation with the HTE and the OJT Coordinator;
8. Ensure that Student Interns are of legal age when availing of this Internship Program;
9. Ensure that Student Interns abide by the HTE policies and observe the HTE's rules and regulations at all times; and
10. Require the Student Interns to secure appropriate insurance policy prior to their deployment.



C. Under this Internship Program, the following conditions are likewise included:

1. It is expressly understood that there will be no employer-employee relationship between the HTE and the Student Interns;
2. Any intellectual property owned by the parties prior to this agreement shall continue to be owned by them. The Student Interns cannot use any confidential information or data from the HTE to create intellectual property without the written approval of the HTE;
3. Any intellectual property independently created by the Student Interns during the period covered by the Internship shall be exclusively owned by the said Student Intern. Should the HTE provide financial support for the creation of such intellectual property, the ownership of the intellectual property shall be determined by the agreement of the parties which shall be embodied in a separate written agreement;
4. In case the Student Interns jointly creates the intellectual property with a person employed by the HTE, the intellectual property shall belong to the Student Interns and the HTE jointly in equal shares unless the parties agreed on a different proportion of ownership;
5. All Student Interns shall execute a non-disclosure agreement at the start of the assignment. Any unauthorized disclosure by any Student Intern of EVSU shall be a ground for the termination of this Agreement, without prejudice to the right of the HTE to avail of any other remedy available to it, hereunder or under government regulations, laws or equity;
6. Evaluation Form will be received by each Student Intern at the end of each rotation and will indicate whether or not the Student 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 Training Supervisor of the Student Intern may affix his/her signature in the prescribed Evaluation Form, but such signature shall not, in any way, impute liability or give rise to any obligation or responsibility to the HTE, it is merely affixed as a validation of the rating of the Student Intern's performance during the Internship affiliation with the HTE;
7. The HTE shall, in no manner, be answerable or accountable for any claim, action, cost, suit, incident, loss, liability, damage or injury of any kind, character, type or description including attorney's fees and legal expenses which may occur, be

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brought, sustained or received by the Student Interns as a consequence arising, from or in connection with this Agreement;

8. The parties are obliged to strictly observe the terms the terms, covenants and conditions hereof. No waiver by any party of any right under this Agreement shall be deemed to have been made unless expressed in writing, and duly notarized;
9. If any term or provision of this Agreement which shall be held illegal or unenforceable, in whole or in part, under an enactment or rule of law, such term or provision shall up to that extent only and shall be deemed not part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected; and
10. Any action or claim arising out of the provision/s of this Agreement, is hereby agreed by both parties to be filed in either of the courts nearest EVSU or HTE.

This agreement shall be effective upon its execution and will remain in effect through the Internship period commencing from the school year 2024 to 2026, renewable under the same terms and conditions, unless altered or terminated by mutual written consent of the parties to this Agreement.


In WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement on the date and place indicated above their respective names.


ATTY. MARILYN E. TALDO
Director IV


DENNIS C. DE PAZ, Ph.D.
University President

Signed in the Presence of:


JAY M. MERELOS
Chief Human Resource Specialist


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


LYDIA M. MORANTE, DA
Vice President, Academic Affairs



ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Leyte)
Municipality of)

07 OCT 2024

BEFORE ME, a notary public for and in the above jurisdiction, this ____ day of _____, 2024, personally appeared the following persons exhibiting their identification cards, the particulars of which are indicated beside their names:

Name	Competent Evidence of Identity	Date and Place of Issue
Atty. MARILYN E. TALDO		
Dr. DENNIS C. DE PAZ	TIN No. 162-770-446	

Are known to me to be the same persons who acknowledge to me the authenticity and due execution of the foregoing document, avowed under the penalty of law, to the truth of the contents of the foregoing document, and further acknowledged to me that the same is their free act and voluntary deed.

This instrument which consists of six (6) pages, including this page wherein the acknowledgement is written, duly signed by the parties and their witnesses on each and every page hereof.

I hereby certify the affiants had been identified by the undersigned Notary Public through the above Competent Evidence of Identity.

WITNESS MY HAND AND SEAL on the date and place stated above.

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Series of 2024.

ATTY. EDGARDO B. ESPERAS, JR., LPT, MAT

Notary Public until December 31, 2024

Notarial Commission No. 2023-02-101

Bar of Attorneys No. 81747

PTR No. 1445147 / 01-05-23

IDP No. 280194 / 01-10-23

MCLE Compliance No.: Newly Admitted to the BAR

MVT Bldg., Unit 2, Brgy. 80, Marasbaras, Tacloban City Philippines

Contact No: 09317314200

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