

Ref. # 2022 - 052
"Annex A"

ON-THE-JOB TRAINING (OJT), WORK IMMERSION, INTERNSHIP PROGRAM
MEMORANDUM OF TRAINING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** entered into between:

THE LOCAL GOVERNMENT OF ORMOC of the, Republic of the Philippines with principal address at Aunubing Street, Ormoc City represented in this Agreement by its **Honorable Mayor, LUCY TORRES GOMEZ**, Filipino, of legal age, hereinafter referred to as the **LGU ORMOC**.

-and-

_____, a duly accredited educational institution with business address at _____, herein represented by _____, President, Filipino, of legal age, (single/married), hereinafter referred to as the **SCHOOL**;

WITNESETH, That:

WHEREAS, the **SCHOOL**, an accredited institution of learning, seeks to provide its students with the necessary exposure and training in actual worksites to prepare them for employment upon graduation;

WHEREAS, upon request of the **SCHOOL**, the **LGU ORMOC** has agreed to admit student-trainees to the **LGU ORMOC's** work immersion program in support of the **LGU ORMOC's** objective of providing students with the actual work immersion experience and to provide them with the values of public service and leadership;

WHEREAS, this **Memorandum of Agreement (MOA)** will serve as an instrument for collaborative efforts between the **LGU ORMOC** and the **SCHOOL** to further develop life and career skills of students, enhance technical knowledge and skills as well as enrich their skills in communication and human relations;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

- A. The **LGU ORMOC** shall;
 1. Formulate a supervised training plan for the for the student-trainee, in cooperation with the **SCHOOL**
 2. Deploy the student trainee to the different operating units of the LGU within Ormoc City only for a period of ____ hours unless extended upon agreement by the **LGU** and the **SCHOOL**;
 3. Specifically, the **LGU ORMOC** shall expose the students to learning experience on actual operations and management under the supervision of the head of the office;
 4. Assign personnel or practicum supervisor who will serve as a guide to student trainee. The student will be assigned practical and related works along their area of specification and interest, which should not hazardous or deleterious in nature;
5. The **LGU ORMOC** through its Practicum Supervisor agrees to accomplish the following:
 - Provide student-trainees with appropriate tasks that will give them ample and practical work experiences;
 - Assist the student-trainees in the preparation of the work outline sheet;
 - To regularly monitor and evaluate the performance of the student-trainees during the entire immersion program period.
6. Involve the student in activities and task to develop attitude and creative abilities to develop professionalism;



7. Enforce rules that will govern the conduct of the program in their premises. The said rules shall be known to the **SCHOOL** and shall be subject to the conformity of the **SCHOOL** and the student-trainee before the start of the training.

B. The **SCHOOL** shall:

1. Pre-screen and endorse to the **LGU ORMOC** a list of student-trainees for internship, work immersion, or OJT placement considering the requirements set by the LGU;
2. Invite the **LGU ORMOC** to participate in its job placement activities;
3. Provide Affidavit(s) of consent from parents or guardians of minor student t;
4. Designate a program coordinator who will be assigned with the following responsibilities:
 - a. Orientation of the students about the rules, proper attitudes and behavior inside the job site, particularly towards the employees, before the start of the training.
 - b. Coordination with the **LGU ORMOC** on the implementation of the training program.
5. Together with the student and parents concerned, renounce and waive any claim against the **LGU ORMOC** for any injury that the students may sustain or loss that suffer, personal or pecuniary, arising from negligence in the performance of their duties and functions while under training. The waiver of the student apprentice and their respective parents shall be submitted to the **LGU ORMOC** prior to the commencement of the training;
6. Hold the **LGU ORMOC** free and harmless from any suits whatsoever in connection with this memorandum;
7. Ensure that all students are apprised of the conditions of the work immersion program and submit proof of compliance thereto. Please provide standard form of conditions, etc.

C. Under this Training Agreement, the following terms and conditions are likewise included;

1. The internship, OJT, work immersion or any similar program covers secondary and/or tertiary level students, the completion of which is necessary as an academic requirement or for graduation as the case may be.
2. All students working for the **LGU ORMOC** as OJT's, intern, or work immersion student-trainee must be covered by contracts between the **LGU ORMOC** and the **SCHOOL**.
3. The **LGU ORMOC** shall require each student-trainee to submit a letter of Recommendation from the **SCHOOL** before admission to the intern, OJT, and Work Immersion Program.
4. The student-trainee shall be held within the premises of his/her assigned work area and scheduled during the 8 hours, this is from 8:00 AM TO 12:00 NN and from 1:00PM TO 5:00 PM, Mondays-Fridays only. However, this number of hours maybe extended based upon written request from the student trainee and with the approval of the head of the **LGU ORMOC**- Human Resource Management Division.
5. It is expressly understood that there will be no employer-employee relationship between the **LGU ORMOC** and the student-trainee of the **SCHOOL**;
6. The student-trainee 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 in the course of their training;
7. The student-trainee and the **SCHOOL** shall abide by the **LGU ORMOC's** rules and regulations and comply with those imposed for the program; otherwise, they shall be excluded from further participation;
8. The **LGU ORMOC** reserves the right to discontinue the training of any student-trainee on reasonable grounds upon written notice to the **SCHOOL** concerned;
9. The **SCHOOL** may pull out the student from the **LGU ORMOC** on reasonable grounds after written notice about such pull out.



D. Duration:

This **AGREEMENT** shall take effect immediately upon signing hereof and shall continue thereafter,

Provided however that provisions of this agreement may be amended by written consent by both Parties herein and provided further that the **LGU ORMOC** or the **SCHOOL** reserves the right to withdraw its participation in the agreement upon written notice.

IN WITNESS WHEREOF, the parties have here unto affixed there signature on this ____ day of ____ 2022 in Ormoc City, Leyte.

LOCAL GOVERNMENT UNIT OF
ORMOC

By:

By:

LUCY TORRES GOMEZ

CITY MAYOR

As per SP Resolution No.

ID NUMBER:

DATE OF ISSUE:

UNIVERSITY PRESIDENT

ID NUMBER:

DATE OF ISSUE:

Signed in the presence of:

FARICA ZGAMBO-CUTAS

OIC, HRMO

WITNESS

WITNESS



ACKNOWLEDGEMENT

Before me, a Notary Public in the city of Ormoc, personally appeared _____ and _____ ID numbers indicated above, known to me to be the same persons who executed the forgoing instrument and they acknowledge to me the same is their free will and voluntary deed and that of the institutions herein represented.

Witness my hand and seal on this _____ day of _____ 2022 in Ormoc City, Leyte.

NOTARY PUBLIC

Doc. No. _____

Page No. _____

Book No. _____

Series of 2022



REVIEWED

DALLAS CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

☒ Not contrary to law's, public
policy, moral

Amendments/Revisions

BY: JS DATE: AUG 05 2022

JS

ON-THE-JOB TRAINING (OJT), WORK IMMERSION, INTERNSHIP PROGRAM
MEMORANDUM OF TRAINING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** entered into between:

THE LOCAL GOVERNMENT OF ORMOC of the, Republic of the Philippines with principal address at Aunubing Street, Ormoc City represented in this Agreement by its **Honorable Mayor, LUCY MARIE TORRES-GOMEZ**, Filipino, of legal age, hereinafter referred to as the **LGU ORMOC**.

-and-

EASTERN VISAYAS STATE UNIVERSITY-ORMOC CITY CAMPUS, a duly accredited educational institution with business address at Brgy. Don Felipe Larrazabal, Ormoc City, herein represented by **DR. DENNIS C. DE PAZ**, University President, Filipino, of legal age, married, hereinafter referred to as the **SCHOOL**;

WITNESETH, That:

WHEREAS, the **SCHOOL**, an accredited institution of learning, seeks to provide its students with the necessary exposure and training in actual worksites to prepare them for employment upon graduation;

WHEREAS, upon request of the **SCHOOL**, the **LGU ORMOC** has agreed to admit student-trainees to the **LGU ORMOC's** work immersion program in support of the **LGU ORMOC's** objective of providing students with the actual work immersion experience and to provide them with the values of public service and leadership;

WHEREAS, this **Memorandum of Agreement (MOA)** will serve as an instrument for collaborative efforts between the **LGU ORMOC** and the **SCHOOL** to further develop life and career skills of students, enhance technical knowledge and skills as well as enrich their skills in communication and human relations;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

A. The LGU ORMOC shall;

1. Formulate a supervised training plan for the for the student-trainee, in cooperation with the **SCHOOL**
2. Deploy the student trainee to the different operating units of the LGU within Ormoc City only for a period of **240** hours unless extended upon agreement by the **LGU** and the **SCHOOL**;
3. Specifically, the **LGU ORMOC** shall expose the students to learning experience on actual operations and management under the supervision of the head of the office;
4. Assign personnel or practicum supervisor who will serve as a guide to student trainee. The student will be assigned practical and related works along their area of specification and interest, which should not hazardous or deleterious in nature;
5. The **LGU ORMOC** through its Practicum Supervisor agrees to accomplish the following:
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 - Assist the student-trainees in the preparation of the work outline sheet;
 - To regularly monitor and evaluate the performance of the student-trainees during the entire immersion program period.



6. Involve the student in activities and task to develop attitude and creative abilities to develop professionalism;
7. Enforce rules that will govern the conduct of the program in their premises. The said rules shall be known to the **SCHOOL** and shall be subject to the conformity of the **SCHOOL** and the student-trainee before the start of the training.

B. The **SCHOOL** shall:

1. Pre-screen and endorse to the **LGU ORMOC** a list of student-trainees for internship, work immersion, or OJT placement considering the requirements set by the LGU;
2. Invite the **LGU ORMOC** to participate in its job placement activities;
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5. Together with the student and parents concerned, renounce and waive any claim against the **LGU ORMOC** for any injury that the students may sustain or loss that suffer, personal or pecuniary, arising from negligence in the performance of their duties and functions while under training. The waiver of the student apprentice and their respective parents shall be submitted to the **LGU ORMOC** prior to the commencement of the training;
6. Hold the **LGU ORMOC** free and harmless from any suits whatsoever in connection with this memorandum;
7. Ensure that all students are apprised of the conditions of the work immersion program and submit proof of compliance thereto. Please provide standard form of conditions, etc.

C. Under this Training Agreement, the following terms and conditions are likewise included;

1. The internship, OJT, work immersion or any similar program covers secondary and/or tertiary level students, the completion of which is necessary as an academic requirement or for graduation as the case may be.
2. All students working for the **LGU ORMOC** as OJT's, intern, or work immersion student-trainee must be covered by contracts between the **LGU ORMOC** and the **SCHOOL**.
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5. It is expressly understood that there will be no employer-employee relationship between the **LGU ORMOC** and the student-trainee of the **SCHOOL**;
6. The student-trainee 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 in the course of their training;
7. The student-trainee and the **SCHOOL** shall abide by the **LGU ORMOC's** rules and regulations and comply with those imposed for the program; otherwise, they shall be excluded from further participation;





8. The **LGU ORMOC** reserves the right to discontinue the training of any student-trainee on reasonable grounds upon written notice to the **SCHOOL** concerned;
9. The **SCHOOL** may pull out the student from the **LGU ORMOC** on reasonable grounds after written notice about such pull out. D. Duration:

This **AGREEMENT** shall take effect immediately upon signing hereof and shall continue thereafter,

Provided however that provisions of this agreement may be amended by written consent by both Parties herein and provided further that the **LGU ORMOC** or the **SCHOOL** reserves the right to withdraw its participation in the agreement upon written notice.

IN-WITNESS WHEREOF, the parties have here unto affixed their signature on this 11 day of 2022 in Ormoc City, Leyte.

LOCAL GOVERNMENT UNIT OF
ORMOC

By:



LEO CARMELO J. LOOSIN SR.
OIC CITY MAYOR

HON. LUCY MARIE TORRES-GOMEZ

CITY MAYOR 27 JUL 2022

As per SP Resolution No. 2020-035

ID NUMBER:

DATE OF ISSUE:

By:



DR. DENNIS C. DE PAZ

UNIVERSITY PRESIDENT


ID NUMBER: D06295

DATE OF ISSUE: JUNE 3, 2021

Signed in the presence of:



FARICA ZAMBO-CUTAS
OIC, ORMOC
WITNESS



GERRY B. DE LADIZ, Ph.D, En.P
CAMPUS DIRECTOR, EVSU-OC
WITNESS




ACKNOWLEDGEMENT

Before me, a Notary Public in the city of Ormoc, personally appeared _____ and _____ ID numbers indicated above, known to me to be the same persons who executed the forgoing instrument and they acknowledge to me the same is their free will and voluntary deed and that of the institutions herein represented.

Witness my hand and seal on this JUL 27 2022 day of _____ 2022 in Ormoc City, Leyte.

NOTARY PUBLIC

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Page No. 23
Book No. XXXX
Series of 2022


ATTY. ADELITO M. SOLIBAGA, JR.
Notary Public in the City of Ormoc
Office located at Sanang, Matag-ob
Rizal St. Ormoc City
RPT No. 6824/20, 01/05/21, On Permit 2795 dated 7/5/22
ICP No. 146765, 01/06/21, Leyte
Notary Attorney No. 51625
TIN 207-690-130
2 Navarro St. Ormoc City

