

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("Agreement") made and entered into by and between:

EASTERN VISAYAS STATE UNIVERSITY an educational institution duly organized and existing under Philippine Laws with office/business address at Archbishop Lino R. Gonzaga Avenue, Tacloban City, 6500 Philippines, represented herein by **DENNIS C. DE PAZ**, University President, hereinafter referred to as the "**UNIVERSITY**".

and

MELCO RESORTS LEISURE (PHP) CORPORATION, a corporation duly organized and existing under Philippine Laws with business address at Asean Ave. cor. Roxas Blvd., Brgy. Tambo, Parañaque City represented herein by **MA. THERESA LIWANAG**, Vice President for Human Resources, hereinafter referred to as the "**COMPANY**."

Each of the University and the Company shall be also known as a "Party" and collectively, as the "Parties".

WITNESSETH

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

WHEREAS, the **COMPANY** has agreed to admit student interns to the **COMPANY**'s Internship program in support of the **COMPANY**'s objective of providing students with actual and relevant experience to match the academic curricula with the industry demands;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

1. The duration of the program shall be equivalent to four hundred (400) working hours unless otherwise agreed upon by the **COMPANY** and the **UNIVERSITY**;
2. The **UNIVERSITY**, considering the requirements set by the **COMPANY**, shall pre-screen and endorse to the **COMPANY** a list of student interns for internship placement.
3. The **UNIVERSITY** shall be responsible for briefing the student interns ("Interns") who intend to conduct practicum exposure in the **COMPANY** as part of the **UNIVERSITY**'s curriculum;
4. The **UNIVERSITY** shall provide the Interns the basic orientation on work values, behavior, and discipline to ensure proper cooperation with the company;
5. The **UNIVERSITY** shall designate an internship coordinator who will supervise the internship program and coordinate with the **COMPANY**;
6. The **COMPANY** shall orient the Interns of its policies, including its Internship Rules and Regulations;


7. The COMPANY shall provide the UNIVERSITY a copy of these Internship Rules and Regulations;
8. The COMPANY shall commit to accept Interns consistent with the requirements of the UNIVERSITY;
9. The COMPANY shall provide free relevant instruction and training to the Interns, consistent with its policies, rules and regulations. It shall treat the Interns in a professional manner and shall not subject them to tasks and work assignments that are risky, dangerous or unrelated to the purpose of this Agreement;
10. The Company shall undertake to collaborate with the University in cognizant of the need for special protection and the best interest of the student interns against discrimination and harassment.
11. Unless otherwise provided in the Agreement, each Party shall bear its own costs, taxes and expenses incurred by it in connection with the preparation, negotiation and execution of the Agreement;
12. There is no employer-employee relationship between the COMPANY and the Interns. The COMPANY is not obliged to employ the Interns upon completion of the training;
13. The COMPANY shall not be liable for any accident or physical injury which arises from the fault or negligence of the Interns in the performance of their duties and functions during the training, unless it can be shown that the said physical injuries were caused by the direct negligence of the COMPANY and/or its employees;
14. The Interns shall be responsible for any and all liabilities and damages arising from the gross negligence in the performance of their duties and functions while under training;
15. The UNIVERSITY shall voluntarily withdraw an Intern who violates or fails to observe the COMPANY's policies and Internship Rules and Regulations;
16. The COMPANY has the right to terminate the Intern, upon observance of due process, for any violation of this Agreement, misdemeanor, improper behavior, and non-observance of the COMPANY's rules and regulations during the course of training.
17. The UNIVERSITY and the Interns shall ensure that all confidential information the Interns may obtain during the course of their training shall not be disclosed to any third party without written permission from the COMPANY.
18. Both Parties shall at all times comply with Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, its implementing rules and regulations, and laws, rules and regulations relating to the protection of Personal Data, the provisions thereof are deemed incorporated into this Agreement and shall form an integral part hereof;
19. In the event that a Party receives or gains access to Personal Data, as defined by law, that is irrelevant to the purposes of this Agreement, such a Party shall immediately notify the other Party and return such Personal Data to it;


20. In the event that a Party becomes aware of or suspects any breach in the security or integrity of any Personal Data, or any violation of the relevant clauses of this Agreement, the Data Privacy Act of 2012, or any law, rules and regulations relating to the protection of personal data, it shall immediately notify the other Party in writing and shall take steps to remedy such breach or violation;
21. The UNIVERSITY represents and warrants that, in connection with the Agreement, the UNIVERSITY understands, has complied with, and shall continue to comply with the provisions of the U.S. Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, et. seq.), as if the UNIVERSITY were a U.S. "issuer", and all other laws and regulations, including those related to anti-corruption, anti-bribery, anti-money laundering and sanctions, that are applicable to the Agreement or the actions of the UNIVERSITY in connection with the Agreement;
22. This Agreement shall be in effect from the date of its signing ("Effective Date") and be effective for one (1) year from the Effective Date ("Term"), after which the Term shall be automatically renewed for successive one (1) year periods, unless terminated in accordance with this Agreement;
23. This Agreement may be terminated by either Party at any time without cause by written notice at least thirty (30) days from the intended date of termination;
24. This Agreement embodies the entire understanding between the Parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties in respect of the subject matter hereof, unless the same is attached to this Agreement as an Annex or Appendix;
25. Any amendments or changes to the present Agreement shall only be valid if in writing and signed by a representative of each of the Parties.

IN WITNESS WHEREOF, the Parties hereby affix their signatures this 15 day of AUG 21 2024 2024.

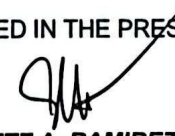
FOR EASTERN VISAYAS STATE UNIVERSITY

By:


DENNIS C. DE PAZ
University President

Date: AUG-21, 2024 

SIGNED IN THE PRESENCE OF:


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

Date: 15 Aug 2024



DANILO B. PULMA, DM

Vice President for Internationalization & External Affairs

Date: AUG. 21, 2024



LYDIA M. MORANTE, DA

Vice President for Academic Affairs

Date: AUG. 21, 2024

lyj DM

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

BACOR CITY (CITY)
X-----X

BEFORE ME, a Notary Public for and in BACOR CITY Philippines, personally appeared:

NAME	ID / ID No.	Date/Place Issued
DENNIS C. DE PAZ	6062035DC	

all known to me to be the same person who executed the foregoing Memorandum of Agreement and she/he acknowledged to me that the same is his/her free and voluntary act and deed for and in behalf of the PARTIES she/he represent.

WITNESS MY HAND AND SEAL.

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Book No. 46


Series of 2024

JEROME G. SALAZAR


Notary Public
NO. 12 PACMO BUILDING,
Barangay Layan, Bacor City, Cavite
PTR NO. MLAT 11060/02 JAN2024/Manila
IBP NO. 887365/02 JAN2024/Pasig City
MCLE NO. VII-0022144 Valid until April 04, 2025
ROLL NO. 52111

FOR MELCO RESORTS LEISURE (PHP) CORPORATION

By:


MA. THERESA LIWANAG
Vice President, Human Resources
Date: 28 Oct 24

SIGNED IN THE PRESENCE OF:


KATRINA VELOYA
Manager, Training & Development
Date: _____







ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PARAÑAQUE CITY)
x-----x

BEFORE ME, a Notary Public for and in Parañaque City, Philippines, personally appeared: NOV 13 2024

NAME	ID / ID No.	Date/Place Issued
Ma. Theresa Liwanag	Passport / P8407818 A	August 17, 2018 / DFA Manila

all known to me to me known to be the same person who executed the foregoing Memorandum of Agreement and she acknowledged to me that the same is her free and voluntary act and deed for and in behalf of the PARTIES she represent.

WITNESS MY HAND AND SEAL.

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Page No. 21 ;
Book No. V ;
Series of 2024

MARIE GRACE A. SANTOS
NOTARY PUBLIC
Until December 31, 2024
Notarial Commission No. 294-2023
Roll No. 54404
PTR No. 3482819 / 01-04-2024 / Parañaque City
IBP No. 329113 / 12-15-2023 / Makati City
MCLE Compliance No. VII-0021426