

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "**Agreement**") is made and entered into this 31ST day of July 2024 in Lapu-Lapu City, 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, Philippines, 6500 duly represented by its University President, Dennis C. De Paz, hereinafter referred to as the "**SCHOOL**"

- and -

MACTAN SEASCAPE SERVICE INC. doing business as Crimson Resort & Spa, Mactan, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Seascape Resort Town, Mactan Island, Lapu-Lapu City, Cebu, represented herein by its HR Business Partner, Lyndee T. Reyes, and hereinafter referred to as the "**COMPANY**".

The SCHOOL and the COMPANY are hereinafter referred to as such or individually as a "**Party**" and collectively as the "**Parties**", as the case may be.

RECITALS:

WHEREAS, the SCHOOL is a duly-recognized Higher Education Institution offering various academic programs in which one of the major curriculum requirements for the completion of the undergraduate degree is the students' immersion in an experiential learning or on-the-job training;

WHEREAS, the COMPANY is one of the leading domestic corporations engaged in various industries such as real estate development, financial services and hospitality;

WHEREAS, the SCHOOL recognizes the valuable learning opportunity that the COMPANY can offer to the students and the COMPANY has expressed its willingness to collaborate with the SCHOOL and to provide the needed experiential learning to the SCHOOL's students by admitting interns for an on-the-job training program (the "**Internship Program**");

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

1. The SCHOOL shall have the following responsibilities with respect to the Internship Program:
 - 1.1 Communicate and closely coordinate with the COMPANY through its representatives regarding the learning objectives of the student-interns;
 - 1.2 Provide the interns with orientation seminars regarding the objectives of the Internship Program, such as but not limited to target learning outcomes, final outputs, post-evaluation, health and safety policies and protocols, and behavioral conduct expectations during the Internship Program;
 - 1.3 Guarantee that the student interns have secured the necessary group life and accident insurance covering the entire duration of the Internship Program;
 - 1.4 Guarantee and ensure that the student interns will adhere to the existing health and safety policies and protocols imposed by the COMPANY, whether inside or outside its premises, including but not limited to the full vaccination against COVID-19;
 - 1.5 Endorse only qualified student interns as defined in Section 3 to participate in the Internship Program; and
 - 1.6 Voluntarily withdraw a student intern who is found to have misbehaved or violated existing standards, rules and regulations of the COMPANY and shall impose the applicable administrative sanction/s to the said erring student intern.

2. The COMPANY shall have the following responsibilities with respect to the Internship Program:

- 2.1. Subject to screening processes as it may deem fit, such as but not limited to written examination, interview and medical examination, accept the endorsed student interns to the

Internship Program and provide them with actual job experience and/or training, which are relevant to the current industry requirements;

- 2.2. Provide the student interns with orientation seminars about the COMPANY and the objectives of and their job description under, the Internship Program;
 - 2.3. Assign the interns to a unit of the COMPANY or its affiliates or subsidiaries that will best match the potential employment opportunities available for their respective courses;
 - 2.4. Appoint an employee who shall oversee the interns' activities and with whom the SCHOOL can coordinate with through the SCHOOL's faculty adviser or coordinator;
 - 2.5. Require the prior submission of written consent from the SCHOOL and/or interns' parents or legal guardian in case any of the interns will be required to perform work outside the assigned office or render overtime work;
 - 2.6. Provide the SCHOOL's representative/s with a truthful and objective evaluation of the interns' performance prior to or upon the completion of the Internship Program;
 - 2.7. Provide the interns with a certificate of completion of the Internship Program;
 - 2.8. Immediately report to the SCHOOL any misconduct or violations of the intern during the Internship Program;
 - 2.9. To the extent allowed by Company policies, accommodate the SCHOOL's representatives during random check of the interns' progress, whether through telephone calls or actual office visits, and provide such representative with comprehensive feedback about the interns' performance;
 - 2.10. Ensure and maintain a safe workplace and learning environment for the student-interns;
 - 2.11. Provide assistance to the SCHOOL as it may deem necessary to ensure the efficiency of the Internship Program, provided that the COMPANY shall at no time, be responsible for any monetary obligation in favor of the SCHOOL or the student-interns.
3. The SCHOOL shall endorse to the COMPANY the participation in the Internship Program of such student-interns with the following qualifications:
- 3.1. Currently enrolled in any of its degree programs;
 - 3.2. Of good academic standing and must not have been subject to disciplinary proceedings by the SCHOOL or other judicial or administrative body;
 - 3.3. Have garnered the academic units required to qualify in the Internship Program under their respective course curriculum;
 - 3.4. Of good moral character as certified by the SCHOOL's Office of Student Affairs;
 - 3.5. Have obtained a medical insurance with COVID-19 coverage;
 - 3.6. Have been fully-vaccinated (with booster shots) against COVID-19; and
 - 3.7. Willing to submit to and comply with all other reasonable requirements of the COMPANY.

4. MISCELLANEOUS PROVISIONS

- 4.1. This Agreement shall be in full force and effect for a period of one (1) year, counted from the execution date of this Agreement; unless otherwise terminated by either Party for whatever cause upon prior written notice of seven (7) calendar days.
- 4.2. No employer-employee relationship shall exist between the COMPANY and the student-interns. Accordingly, the interns shall not be entitled to any employee benefits or privileges within the contemplation of the law.
- 4.3. The Internship Program is educational in nature and it is hereby understood that there is no guarantee or expectation that the participation by the student-interns in the Internship Program will eventually result in employment with the COMPANY.

- 4.4. The SCHOOL and the student-interns as well as their parents, legal guardians, and/or representatives shall jointly and solidarily indemnify and hold the COMPANY, its parent companies, affiliates, and subsidiaries, and their respective officers, directors, employees and representatives, free and harmless from (1) any loss, injury or damage that the COMPANY may incur resulting from any intentional or negligent acts of a student-intern endorsed by the SCHOOL; (2) any claim or demand by third persons for personal injury, loss or damage, including claims for property damage resulting from any intentional or negligent act of a student-intern or caused by any failure on the part of the student-intern to comply with COMPANY policies, rules, regulations or safety procedures; or (3) any claim for compensation arising from any injury, illness or damage that the student-intern may suffer in the course of the Internship Program. In this regard, the interns and their parent or any legal guardian shall be required to execute a waiver of liabilities prior to the commencement date of the Internship Program.
- 4.5. The SCHOOL and the student-interns acknowledge that the COMPANY shall continue to own all intellectual property rights arising from this Agreement and the Internship Program. Any intellectual property owned by the Parties prior to this Agreement shall continue to be owned by them. Any use or attempt to use the same requires express written approval from the Parties.
- 4.6. The SCHOOL and its interns shall treat all information relating to this Agreement or obtained from the COMPANY as a result of the Internship Program as strictly confidential. Accordingly, no such confidential or proprietary information or document shall be released to any third person without the prior written consent of the COMPANY, unless such information is required to be divulged or produced by law, court order, or other authorized competent authority.
- 4.7. Any dispute arising from the interpretation or implementation of this Agreement shall be settled amicably by mutual consultation or negotiation between the two parties in good faith.
- 4.8. This Agreement shall not preclude either Party from entering into a similar agreement for internship arrangement with other institutions.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement on the date and at the place first written above.


EASTERN VISAYAS STATE UNIVERSITY

By:


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

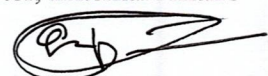
MACTAN SEASCAPE SERVICE INC.
doing business as Crimson Resort & Spa,
Mactan

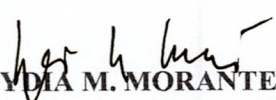
By:

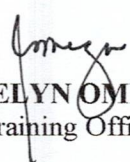

LYNDEE T. REYES
HR Business Partner

SIGNED IN THE PRESENCE OF:


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


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


LYDIA M. MORANTE, D.A.
Vice President for Academic Affairs


JUMELYN OMEGA
HR Training Officer

ACKNOWLEDGMENT

BEFORE ME, a Notary Public duly authorized for and in the above jurisdiction, this 06 NOV 2024, personally appeared the following individuals with their respective competent evidence of identity, to wit:

Name	Government-Issued ID Number	Place and Date of Issuance
DENNIS C. DE PAZ in his/her capacity as university president in Eastern Visayas State University	EVSU Employee ID D062695DC	EVSU Main Campus, July 04,2021
LYNDEE T. REYES in his/her capacity as HR Business Partner of MACTAN SEASCAPE SERVICE INC. doing business as Crimson Resort & Spa, Mactan	Passport P1098364C	Tagum, July 28, 2022

known to me to be the same persons who executed the foregoing Memorandum of Agreement, and who acknowledged before me that the same is their free and voluntary act and deed, and that of the corporations represented herein.

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

Doc. No. 399;
Page No. 81;
Book No. 14;
Series of 2024

ATTY. EDGARDO B. ESPERAS, JR., LPT, MAT
Notary Public until December 31, 2024
Notarial Commission No. 2023-02-101
Roll of Attorneys No. 81747
PTR No.: 1445147 / 01-05-23
IBP No.: 280174 / 01-10-23
MCE Compliance No.: Newly Admitted to the BAR
MVT Bldg., Unit 2, Brgy. 80, Marasbaras, Tacloban City Philippines
Contact No.: 09317314200
Email Add: esperasgary@gmail.com

Reyes