



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

VISAYAS STATE UNIVERSITY (VSU), an institution of higher learning established under Pres. Decree No. 470 as amended by Pres. Decree No. 700, and converted into a university by virtue of R.A. 9158 and 9437, with principal office at **Visca, Baybay City, Leyte 6521- A, Philippines**, represented by the University President, **DR. EDGARDO E. TULIN** (VSU President), duly authorized by the corporation thru a Board Resolution attached hereto as "Annex A", and hereinafter referred to as the "**Higher Education Institute (HEI)**";

– and –

DA-INTEGRATED LABORATORY DIVISION, a division duly organized and existing under the laws of the Republic of the Philippines with principal office at **Department Of Agriculture Regional Field Office 8, Tacloban City, Leyte**, represented in this act by **ANGEL C. ENRIQUEZ, CESO III** (Regional Executive Director) hereinafter referred to as the "**Host-Training Establishment (HTE)**";

WITNESSETH:

WHEREAS, an appropriate authority from Commission of Higher Education (CHED) has been issued in favor of **VISAYAS STATE UNIVERSITY (VSU)** authorizing the same to offer program(s) with professional exposure or internship units of at least 240 training hours;

WHEREAS, **VISAYAS STATE UNIVERSITY (VSU)** has no pending complaint or administrative / criminal / civil action filed against it either before CHED, other government agencies / entities or any court of competent jurisdiction;

WHEREAS, **VISAYAS STATE UNIVERSITY (VSU)** proposes that its students be allowed to undergo practicum / internship at **DA-INTEGRATED LABORATORY DIVISION**, whereby proposal was accepted / approved by the latter, subject to terms and conditions provided for in this Memorandum of Agreement;

WHEREAS DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE 8 hereby agree to accept HEI students to undergo practicum / internship at its facilities and / or offices;

NOW, THEREFORE, for and in consideration of the foregoing premises, VISAYAS STATE UNIVERSITY (VSU) and DA-INTEGRATED LABORATORY DIVISION agree and stipulate the following:

A. The VISAYAS STATE UNIVERSITY (VSU) shall endeavor to:

1. Provide the Department of Agriculture Regional Field Office 8 a Manual or Plan designed in collaboration with the company or agency;
2. Abide to the protocols of the COVID-19 pandemic, under the limited face-to-face setting as provided by the Inter-Agency Taskforce (IATF) on the Management of the Emerging and Infectious Diseases Omnibus Guidelines on the Implementation of Community Quarantine in the Philippines with its amendments, the Commission on Higher Education (CHED) and the Department of Health (DOH) have issued the **Joint Memorandum Circular No. 2021-004** otherwise known as the **Guidelines on the Gradual Reopening of Campuses of Higher Education Institutions for Limited Face-to-Face Classes During the COVID-19 Pandemic**, has its goal to promote the well-being of the interns and guarantee the quality of their learning and exposure and ensure their safety while undergoing internship.
3. Furnish the Department of Agriculture Regional Field Office 8 with the evaluation system to be followed in the evaluation of student performance;
4. Monitor and evaluate performance of the student trainees jointly with the Department of Agriculture Regional Field Office 8 on the prescribed Training Manual or Plan;
5. Orient student trainees about rules, proper attitude, behavior, and work ethics before sending them out for their practicum/internship;
6. Advise the student trainees to abide by the Department of Agriculture Regional Field Office 8 policies and rules and regulations, and any violations thereof during the training may be a ground for withdrawal of the student trainees from the program; and
7. Voluntarily withdraw a student trainee who fails to observe or violates Department of Agriculture Regional Field Office 8 policies and / or HEI's practicum / internship rules and regulations.

B. The Department of Agriculture Regional Field Office 8 shall endeavor to:

1. Provide appropriate training program with a minimum of 200 hours for the student trainees pursuant to the Training Manual or Plan;
2. Place the student trainees in a suitable training venue;
3. Strictly follow and abide by the rules and regulations set by the IATF to stop the spread of COVID-19;
4. Evaluate the student trainees in accordance with the evaluation system prepared by HEI;
5. Assign a competent Faculty Student Internship program in the Philippines (SIPP) Coordinator who shall implement all phases of the Training Plan;
6. Conduct a post training review and evaluation of the program and the student trainees' performance with the HEI; and
7. Issue Certificate of Completion of the student trainees three days (3) after the completion of training.

C. Under this Memorandum of Agreement, the following terms and conditions are likewise included:

1. It is expressly understood that there will be no employer – employee relationship between the company / agency and the student trainees of HEI.
2. HEI may pull out any student from the internship program on reasonable grounds after a written notice sent by the Department of Agriculture Regional Field Office 8 requesting such pull out.
3. Both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking.
4. HEI and student trainee shall ensure that all confidential information that the latter may obtain during the course of his/her practicum/internship shall not be disclosed to any person or party without the written permission of the Department of Agriculture Regional Field Office 8.
5. Neither the parties shall be liable in any way for the failure to improve or perform any provision of this Agreement if such failure shall be caused by any law, rule or regulation of any constituted public authority or shall be due to any cause beyond the control of the party in default.
6. The parties agree that the Department of Agriculture Regional Field Office 8 shall not be liable for any accident or injury the trainee students may suffer during the course of

the practicum / internship, provided, however, that the said accident or injury did not arise by reason of the fault or negligence of the Department of Agriculture Regional Field Office 8, its officers or employees. HEI and the trainee student and his / her parent or guardian shall renounce and waive any claim against the Department of Agriculture Regional Field Office 8 for any loss or injury that the trainee student may suffer and which arises from the fault or negligence of the trainee student in the performance of his / her duties during the practicum / internship.

7. HEI, the trainee student, his / her parent and / or guardian shall not hold the Department of Agriculture Regional Field Office 8, legal or otherwise, for any obligation beyond the scope of this Agreement.

D. Duration

It is understood that this agreement shall take effect immediately upon signing hereof and shall remain valid thereafter unless otherwise rescinded or revoked. Either party reserved the right to terminate this agreement after thirty (30) days' notice of its participation or involvement in the program should evaluation show that the program has no appreciated benefits to either or both parties or for any valid or justifiable reasons.

IN WITNESS WHEREOF, the parties hereof have signed this Agreement on this ____ day of _____, 2022, in _____ Philippines.

VISAYAS STATE UNIVERSITY
Visca, Baybay City, Leyte

DEPARTMENT OF AGRICULTURE RFO8
Kanhuraw Hill, Tacloban City

By:

By:

EDGARDO E. TULIN
University President

ANGEL C. ENRIQUEZ, CESO III
Regional Executive Director

Signed in the Presence of:

ATOZ A. VASQUEZ
Internship Coordinator, DoPAC, VSU

ARCHIE T. LLUZ, DVM
OIC Chief ILD

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF TACLOBAN) S.S.

BEFORE ME, a Notary Public for and in the City of Tacloban, personally appeared the following:

Name	Valid Identification Card No.	Date Issued	Place Issued
EDGARDO E. TULIN	VSU ID No. V000522		

Both known to me to be the same person who executed the foregoing MEMORANDUM OF AGREEMENT and acknowledged to me that the same is the free and voluntary act and deed, and the entities they respectively represent.

This instrument consisting of four (4) pages, including the page whereon this Acknowledgement is written, has been signed on each and every page thereof by the parties and their instrumental witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL, this _____ day of _____, 2019 in _____, Philippines.

Notary Public

Doc. _____
Page No. _____
Book No. _____
Series of 202 _____



July 22, 2022

MR. ATOZ A. VASQUEZ


Internship Coordinator
Department of Pure & Applied Chemistry
Visayas State University
Baybay City, Leyte

LEGAL OPINION/COMMENT

Dear Sir,

This office received a Memorandum of Agreement (MOA) between Visayas State University and DA-Integrated Laboratory Division to allow students to undergo practicum/internship. After a careful review of the said document, this office did not find any major issue with the aforesaid MOA.

Thank you very much.


ATTY. RYSAN C. GUINOCOR
OIC-Chief Legal Officer