



**MEMORANDUM OF AGREEMENT
ON-THE-JOB/ STUDENT INTERNSHIP PROGRAM**

This AGREEMENT is made and entered into this ____ day of ____ 2022 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 -

The **DEPARTMENT OF ENVIRONMENTAL & NATURAL RESOURCES - ENVIRONMENTAL MANAGEMENT BUREAU – R8 (DENR-EMB-R8)**, a duly registered corporation, with principal office at **DENR Compound, Jones Street, Tacloban City** represented by **MARTIN JOSE V. DESPI** (Regional Director) hereinafter referred as the "Host Training Establishment (HTE)".

Each of Higher Education Institute (HEI) and Host Training Establishment (HTE) shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, an appropriate authority from Commission of Higher Education (CHED) has been issued in favor of the **VISAYAS STATE UNIVERSITY (VSU)**, authorizing the same to offer the program Bachelor of Science in Chemistry with a curriculum requirement of professional exposure or internship for a minimum of 240 hours to students enrolled in the program.

WHEREAS, **VISAYAS STATE UNIVERSITY (VSU)** proposes that its students be allowed to undergo practicum / internship at **DENR-EMB-R8**, whereby proposal was accepted / approved by the latter, subject to terms and conditions provided for in this Memorandum of Agreement;

WHEREAS, **DENR-EMB-R8** hereby agree to accept HEI students to undergo practicum / internship at its facilities and / or offices;

NOW, THEREFORE, in connection with the above premises and their mutual covenants hereinafter set fourth, the parties have agreed as follows:

1. OBLIGATION OF THE HEI

- 1.1 The HEI shall assign the list of qualified students for the on-the-job training in DENR-EMB-R8 office, the names of which should be enumerated in the Endorsement letter;
- 1.2 The **VISAYAS STATE UNIVERSITY** shall 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;
- 1.3 The HEI shall facilitate the preparation and sending of documents requested by the DENR-EMB-R8 during the application process;
- 1.4 The HEI shall coordinate with DENR-EMB-R8 about the training schedule/plan (hereinafter referred to as the "Program"). This should be mutually agreed upon by both parties;
- 1.5 The HEI shall furnish the evaluation form to the DENR-EMB-R8 This will be used as guidelines for the performance evaluation of the interns;
- 1.6 The HEI shall orient the interns about rules, proper attitude, behavior, and work ethics before sending them out for their practicum/ internship;
- 1.7 The HEI shall advise the interns to abide by the policies, rules and regulations implemented in DENR-EMB-R8, and any violations thereof during the training may be a ground for withdrawal of the interns from the program; and
- 1.8 The HEI shall discontinue the on-the-job training assignment of the students with DENR-EMB-R8 in the event that the student violated any of the **TERMS AND CONDITIONS** of the Program and/or policies implemented in the HTE's premises.

2. OBLIGATION OF THE HTE

- 2.1 The HTE shall approve the training program provided by the VISAYAS STATE UNIVERSITY (VSU) and supplement the same with activities related to theoretical instruments and hands-on training;

- 2.2 The HTE shall strictly follow and abide by the rules and regulations set by the IATF to stop the spread of COVID-19;
- 2.3 The HTE shall implement the internship program with a minimum of 240 hours, any extension of the schedule should be mutually agreed by both parties;
- 2.4 The HTE shall allocate a suitable training venue for the student interns and assign a competent internship supervisor to oversee the implementation of the training plan on site;
- 2.5 The HTE shall provide the student interns with ample protection from any form of harassment, discrimination, exploitation or unjust labor practice while in its premises;
- 2.6 The HTE shall immediately report to the VISAYAS STATE UNIVERSITY (VSU) any complaint or problem regarding the student(s)' performance, attitude or behavior;
- 2.7 The HTE shall issue a certificate of completion to the student interns, three (3) days after the completion of the training; and
- 2.8 The HTE shall conduct a post-training review and evaluation of the program and the intern(s)' performance together with the VISAYAS STATE UNIVERSITY (VSU).

3. TERMS AND CONDITIONS OF THE PROGRAM

- 3.1 The student of the HEI can refuse to perform any task, without fear of reprisal, when the student reasonably believes that the task is likely to endanger him or her or another person. It remains the student's responsibility to assure conditions are safe before starting any task.
- 3.2 The student of the HEI will abide with the HTE's rules and regulations and will comply with those imposed for the Program; otherwise they will be excluded from further participation.
- 3.3 Both parties shall exert all efforts necessary to achieve the objectives of this joint undertaking.
- 3.4 The VISAYAS STATE UNIVERSITY (VSU) agrees to release, protect, defend, indemnify and save DENR-EMB-R8 from and against claims, liabilities, demands and causes of action of every kind and character, without limit, on the account of bodily injury, death or damage to property, arising from or in connection with student's performance under this agreement, so long as such injury, death or damage was not due to the negligence of DENR-EMB-R8
- 3.5 The student of the HEI will exercise utmost confidentiality in the performance of their job. They will not disclose to any party information realized from their training in DENR-EMB-R8

4. OTHER PROVISIONS

- 4.1 Student of the **HEI** shall not be considered as employee of the **HTE** within the contemplation of laws and therefore not entitled to any wages or labor standard benefits being given to employees of **HTE**; except when **HTE** deems it necessary to provide a stipend.
- 4.2 The **HTE** shall allow the duly authorized representative of the **HEI** to visit the students in the actual place of work. For this purpose, the **HEI** shall provide **HTE** a list of its duly authorized representatives.
- 4.3 Training days for the students of the **HEI** will be from Monday to Friday (8:00AM to 5:30PM) with at most two (2) hours overtime per day. No holiday work will be permitted, unless requested and mutually agreed by both parties.

5. 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 respective parties have executed this instrument or caused it to be executed by their duly authorized representatives as of the day and year first above written.

VISAYAS STATE UNIVERSITY

Visca, Baybay City, Leyte

By:

EDGARDO E. TULIN
University President

DEPARTMENT OF ENVIRONMENTAL AND NATURAL RESOURCES - ENVIRONMENTAL MANAGEMENT BUREAU – R8

DENR Compound, Jones Street, Tacloban City

By:

MARTIN JOSE V. DESPI
Regional Director

Signed in the Presence of:

ATOZ A. VASQUEZ
DoPAC Internship Coordinator

MA. CORAZON G. DACUYAN
Chief, FAD

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		
MARTIN JOSE V. DESPI			

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 _____, 2022 in _____, Philippines.

Notary Public

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



July 25, 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 Department of Environmental & Natural Resources Environmental Management Bureau – R8 (DENR-EMB-R8) regarding student 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