



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

This AGREEMENT is made and entered into this 25th day of July 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 **CEBU AGUA LABORATORY INC.**, a duly registered corporation, with principal office at **6th Floor, ADG IT Center, L. Jaena St., Subangdaku, 6014 Mandaue City, Philippines** represented by **HARRY VALENZONA**, (Laboratory Head) hereinafter referred as the "Host Training Establishment (HTE)".

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

WITNESSETH: That;

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, **CEBU AGUA LABORATORY INC.** is a duly registered corporation which is engaged in the business of Services is able, ready, and willing to accommodate the student of the HEI for the completion of their internship/on-the-job training requirement.

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 **CEBU AGUA LABORATORY INC.** 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 **CEBU AGUA LABORATORY INC.** during the application process;
- 1.4 The HEI shall coordinate with **CEBU AGUA LABORATORY INC.** 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 **CEBU AGUA LABORATORY INC.**. 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 **CEBU AGUA LABORATORY INC.**, 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 **CEBU AGUA LABORATORY INC.** 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 provide the student of the **VISAYAS STATE UNIVERSITY (VSU)** with the appropriate training program and if possible, supplement the same with related theoretical instruments based on the agreed Program;

- 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 Cebu Aqua Laboratory Inc. 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 Cebu Aqua Laboratory Inc.
- 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 Cebu Aqua Laboratory Inc.

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

CEBU AGUA LABORATORY INC.
6th Floor, ADG IT Center, L. Jaena St.,
Subangdaku, 6014 Mandaue City, Philippines

By:

By:

EDGARDO E. TULIN
University President

HARRY VALENZONA
Laboratory Head

Signed in the Presence of:

ATOZ A. VASQUEZ
DoPAC Internship Coordinator

ALNA T. ELCAMEL
Admin Head

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		
HARRY VALENZONA	PRC ID No. 0011795	9/24/2015	Cebu City

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 _____

Vision:
Mission:

A globally competitive university for science, technology, and environmental conservation.
Development of a highly competitive human resource, cutting-edge scientific knowledge and innovative technologies for sustainable communities and environment.

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