

**MEMORANDUM OF AGREEMENT
FOR LOCAL STUDENT INTERNSHIP**

This **Memorandum of Agreement ("MOA")** is entered into on July 23, 2025 by and between:

CAVITE STATE UNIVERSITY – BACOR CITY CAMPUS, a government educational institution created and existing by virtue of Republic Act No. 8468, with its principal office at Soldiers Hills IV, Molino VI, City of Bacoor, Cavite, represented by **PROF. MENVYLIZ S. MACALALAD, MBA, LPT**, Campus Administrator and hereinafter referred to as the "**CvSU**",

HERKINGS CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at #64 Aguirre Ave. Pilar Village, Phase V Zone XI, Las Piñas City. represented herein by **ALLANLIE E. DEQUÍÑA, Support Service Staff – Admin** and herein after referred to as the "**COMPANY**".

(Individually referred to as a "Party" and collectively as the "Parties".)

WHEREAS, the Commission on Higher Education (CHED) mandates the conduct of student internship in order to provide students an opportunity to complement their formal learning with practical knowledge, skills and desirable attitudes and to gain hands on experience in recognized Host Training Establishments (HTEs) in the country [*CHED Memorandum Order No. 104, Series of 2017 (CMO No. 104 S. 2017)*];

WHEREAS, the CvSU, as a higher educational institution and in compliance with CMO No. 104 S. 2017, seeks to provide its students with opportunities to apply relevant knowledge and skills acquired in formal education to an actual work setting provided by a reputable HTE;

WHEREAS, the COMPANY, as a Host Training Establishment (HTE), has the capacity to co-develop and provide, in collaboration with the CvSU, an internship program, and is willing to collaborate with the CvSU in providing course-related assignments and actual work experience and training to the CvSU's students;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby bind themselves to undertake their respective obligations in this MOA, under the following terms and conditions:

1. **Scope of the MOA.** This MOA governs the Internship Program ("Program") jointly pursued by the Parties in accordance with **CHED Memorandum Order No. 104, Series of 2017**. Internship refers to the practical application of classroom learning to an actual work environment. It is synonymous to Practicum, Field Practice, or On-the-Job Training; it is not synonymous to Apprenticeship and Learnership.
2. **Term of the MOA.** This MOA shall commence upon signing by both Parties and shall continue to be valid until September 12, 2025, unless earlier terminated as provided herein.
3. **Duties and Responsibilities of CvSU.** The CvSU commits to:
 - a. Formulate local school internship policies and guidelines on selection, placement, monitoring and assessment of student interns;
 - b. Collaborate with the COMPANY in developing an **Internship Plan** which sets out the goals and objectives, knowledge, skills, assignments, and schedule of activities of the Program in order to ensure that the interns will acquire actual and relevant competencies in each learning area and assignment;
 - c. Ensure the acceptability of the Internship Plan and internship venue in order to protect the intern's interests;

- d. Provide free medical and dental services and certification by a duly licensed medical doctor and dentist to the interns;
 - e. Designate an Internship Coordinator for the internship program who shall be responsible for the following:
 - i. Conduct, as a prerequisite to deployment, pre-internship orientation/training to the interns on work environment issues, including but not limited to proper work ethics and laws against sexual harassment;
 - ii. Inspect internship venues and sites when necessary;
 - iii. Monitor and assess the interns periodically;
 - iv. Coach or mentor the interns;
 - v. Consult and assist the interns in resolving their needs, concerns, and problems or issues encountered; and
 - vi. Validate the result of the internship at the end of the internship period;
 - f. Monitor and evaluate the performance of the interns jointly with the COMPANY based on the Internship Plan;
 - g. Comply with the reporting and other requirements of **CHED Memorandum Order No. 104, s. 2017**;
 - h. Safeguard interns undergoing internship from harassment, exploitation, deplorable training conditions, and such other conditions that contravene or defeat the purpose of the internship;
4. **Duties and Responsibilities of the COMPANY.** As a host training establishment, the COMPANY commits itself to:
- a. Accept for internship such number of students of CvSU as the COMPANY may determine;
 - b. Enter into an Internship Contract with each intern. Each duly executed Internship Contract shall form an integral part of this MOA;
 - c. Orient the interns on the standard policies, rules, and regulations of the COMPANY before the signing of the Internship Contract;
 - d. Develop and implement the Internship Plan, in collaboration with CvSU;
 - e. Adjust the modality of the internship program (e.g., from onsite to online or vice versa) as the circumstances may warrant subject to the prior written agreement of CvSU;
 - f. Provide the interns with supervised practical training and work experience in accordance with the Internship Plan;
 - g. Ensure that the interns do not perform tasks and duties of regular positions in the COMPANY;
 - h. Appoint a focal person responsible for the implementation of all the phases of the internship;
 - i. Provide the interns with adequate facilities as needed to enable them to perform their duties;
 - j. Protect the interns from physical or moral danger to the best extent possible;
 - k. Provide monitoring and evaluation reports on the interns' performance and feedback to CvSU on the overall implementation of the Program;
 - l. Allow CvSU's Internship Coordinator to visit/inspect the COMPANY's internship site to ensure safety of the interns; and
 - m. Issue within fifteen (15) working days from the end of the internship period a Certificate of Completion, duly accomplished evaluation sheet, and other pertinent reports, information, and/or documents for purposes of describing the interns' performance.
5. **Warranties and Representations of the Parties.** The Parties represent and warrant that:
- a. They are duly registered with the appropriate government agency/agencies and have the power to enter into this MOA;
 - b. The execution of this MOA does not breach any of their respective obligations and contracts; and
 - c. They adhere to all laws, issuance, and regulations regarding the workplace and internship programs, as well as health and safety issuance ensuring protection from physical, emotional, and other forms of risk to one's safety, privacy, security, and well-being.
6. **Force majeure.** No Party shall be liable to the other Party in the event that it is unable to perform an obligation under this MOA because of any cause outside of its reasonable control, including acts of God and force majeure.

7. **Termination.** This MOA may be terminated by either Party upon thirty (30) working days written notice to the other Party prior to the effective date of termination on the ground that either Party violated the foregoing covenants and such violation cannot be addressed by the appropriate corrective measures.

This MOA may be terminated at any time upon the written agreement of the Parties.

8. **Update of Appendix A: List of Students.** For the term of this MOA, the COMPANY agrees to admit into the Program, at its discretion, such number of students as may be accompanied by the operations of the COMPANY pursuant to the parameters provided in the Internship Plan. The list of students participating in the internship/on-the-job training program (Appendix A) for the duration of this MOA shall be subject to periodic updates upon concurrence of both parties.

CvSU shall notify the COMPANY with the updated list of students at the beginning of each academic year or semester upon proper screening and approval of the COMPANY. The updated list shall be considered part of this Agreement upon proper acknowledgment and signature by both Parties. The signed acknowledgment shall be kept on file with the MOA and all appendices for documentation purposes.

Any other amendment/s to the substantial provisions of this MOA may be effected only by mutual written agreement of the Parties.

9. **Notices.** Notices and approvals under this MOA shall be in writing and sent by personal delivery or by mail, with an advance copy to be sent by electronic mail, to the following:

For the First Party:

CAVITE STATE UNIVERSITY - BACOR CITY CAMPUS

Prof. Menvyluz S. Macalalad, MBA, LPT
Campus Administrator
Soldiers Hills IV, Molino VI, City of Bacoor, Cavite
(046) 872-5613
cvsubacoor@cvsu.edu.ph

For the Second Party:

HERKINGS CORPORATION

Allanlie E. Dequina
Support Service Staff - Admin
#64 Aguirre Ave. Pilar Village, Phase V Zone XI, Las Piñas City
Tel No. (02)8475-2567 / Mobile No. 0953-315-4642
ae.dequina@pisas.herkings.com

10. Miscellaneous Provisions

- This MOA does not constitute any transfer of intellectual property. All intellectual properties owned by the Parties the use of which they may respectively contribute to the pursuit of this MOA shall remain their respective properties.
- Nothing in this Contract shall be construed as constituting or evidencing a contract of employment or partnership between the Parties or between the student-intern and the COMPANY;
- CvSU shall not be held liable for any willful act, gross negligence, or misconduct committed by the student-intern during the course of the internship. The student-intern shall be personally accountable for any and all liabilities for damage to property or injury to third persons occasioned by his/her own actions during the course of the internship. This provision does not, however, preclude CvSU from taking appropriate disciplinary action under its student code of conduct, whenever applicable.

- d. Any activity that involves processing of personal data shall comply with the Data Privacy Act of 2012 (or Republic Act No. 10173), its Implementing Rules and Regulations, and other applicable laws and administrative issuances. The parties shall perform any or all actions necessary to facilitate such processing of personal data, including the execution of contracts, securing of consent, and other similar or related acts.
- e. The Parties warrant that they shall comply with all their duties under Republic Act No. 11313, or the Safe Spaces Act, and other related laws, rules, and administrative issuances. Each Party further warrants that should it receive a complaint or report of sexual harassment, or should it have knowledge or reasonably know about a possible or impending act/s of sexual harassment by its officers, personnel, employees, agents, authorized representatives, or students (as may be applicable) against the officers, personnel, employees, agents, authorized representatives, or students (as may be applicable) of the other Party, the former Party shall immediately investigate the matter and take the appropriate steps to resolve the situation, eliminate the same act/s, prevent their recurrence, and address their effects.
- f. The invalidity or unenforceability of any provision of this MOA shall not affect or impair other provisions that are otherwise valid, binding, and effective.
- g. Any dispute arising from this MOA shall be resolved amicably between the Parties.
- h. This MOA shall be governed by and construed according to the laws of the Republic of the Philippines.
- i. This MOA may be signed in separate but identical copies. Each copy originally signed by the authorized signatory of a Party, together with the other originally signed counterparts, shall constitute an entire agreement.

AUG 12 2025

IN WITNESS WHEREOF, the parties have hereunto affixed their signature on this _____ day of _____, 202__ at CITY OF MANILA, Philippines.

CAVITE STATE UNIVERSITY – BACOR
CITY CAMPUS

HERKINGS CORPORATION

By:


MENVYLUZ S. MACALALAD, MBA, LPT
Campus Administrator


ALLANLIE E. DEQUINA
Support Service Staff - Admin

Signed in the presence of:


JAY ANNE F. SALLES, MAESL
Campus OJT Coordinator


ZESLY MAE T. SUMAGUE
Support Service Staff - Admin

APPENDIX A: LIST OF STUDENTS [Updated as of July 21, 2025]


This attachment lists the names of students enrolled in the internship/on-the-job training program as per the Memorandum of Agreement between **Cavite State University** and **HERKINGS CORPORATION** dated July 21, 2025.

No	Full Name of Student	College/ Campus	Course/ Program	Yr Level	Start Date	End Date	Office of Deployment	Working Hours and Schedule
1	Ciano, Lester James B.	CVSU - Bacoor	BS Computer Science	3 rd Year	July 23, 2025	Sept. 12, 2025	Admin Department	Monday Saturday 8:00 am to 5:00 pm
2	Loque, Mark Ivanbern S.	CVSU – Bacoor	BS Computer Science	3 rd Year	July 23, 2025	Sept. 12, 2025	Admin Department	Monday to Saturday 8:00 am to 5:00 pm
3	Ramos, Jesselle P.	CVSU - Bacoor	BS Computer Science	3 rd Year	July 23, 2025	Sept. 12, 2025	Admin Department	Monday to Saturday 8:00 am to 5:00 pm
4	Tan, Gerlyn R.	CVSU - Bacoor	BS Computer Science	3 rd Year	July 23, 2025	Sept. 12, 2025	Admin Department	Monday to Saturday 8:00 am to 5:00 pm
5	Vergara, Joshua M.	CVSU - Bacoor	BS Computer Science	3 rd Year	July 23, 2025	Sept. 12, 2025	Admin Department	Monday to Saturday 8:00 am to 5:00 pm


The inclusive training period will be from July 23, 2025 to September 12, 2025 or until 240 hours is fulfilled.

This attachment may be updated as needed, if there are changes in the list of students participating in the program during its duration.

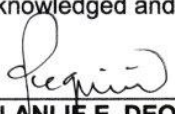
Prepared by:


JAY ANNE F. SALLES, MAESL
Campus OJT Coordinator
Cavite State University – Bacoor City Campus

Approved by:


MENVYLUZ S. MACALALAD, MBA, LPT
Campus Administrator
Cavite State University – Bacoor City Campus

Acknowledged and Approved:


ALLANLIE E. DEQUINA
Support Services Staff – Admin
HERKINGS CORPORATION

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City/Municipality of CITY OF MANILA

BEFORE ME, a Notary Public for and in the City/Municipality of CITY OF MANILA, this AUG 12 2025, personally appeared the following affiant known to me and to me known to be the same person who executed the foregoing instrument, and acknowledged to me that the same is his/her free and voluntary act and deed and that of the corporation he/she represents:


<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place Issued and Expiration Date</u>
MENVYLUS S. MACALALAD	CTC 25933189	February 27, 2025 Molino VI, Bacoor, Cavite
ALLANLIE E. DEQUINA	CRN-0111-2353933-4	Puerto Princesa Palawan

This document consists of SIX (6) pages including this page wherein this acknowledgment is written.

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

NOTARY PUBLIC

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Page No. 11
Book No. 2
Series of 20 25


ATTY. PETCHIE ROSE G. ESPERA
NOTARY PUBLIC
For the CITY OF MANILA
Notarial Commission No. 2024-146 / Aug. 30, 2025
Valid Until December 31, 2025
Roll of Attorney No. 77603
IBP No. 415321 / Jan. 10, 2024
PTR No. 2076275 MLA. / Jan. 31, 2025
MCLE EXEMPTED
Rm. 25 CC Bldg., Lopez St., Ermita, Manila