**STUDENT INTERNSHIP CONTRACT**

This *Student Internship Contract* (hereinafter “Contract”) is made and entered into on **22nd** day January, 2025 in Ampayon, Butuan City Philippines, Philippines by and between:

**BIZFREND DIGITAL SOLUTIONS**, a non-profit organization entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines with business address at Platinum St. Block 2 Lot 8 Golden Sun Subdivision, Villa Kananga, Butuan City, duly represented by its **LEAD SUCCESS MANAGER, JANN KING T. SANSAIT**, by virtue of **University Special Order Appointment** and hereinafter referred to as “***Host Training Establishment or HTE***”;

*-and-*

**CLARK RAVEN S. DALAUTA** a Bachelor of Science in Information System student of the College of Computing and Information Sciences, Caraga State University (CSU), of legal age, with address at Guingona 4th St. Subdivision, Butuan City, Agusan del Norte, hereinafter referred to as “***Student***”.

Collectively referred to as “Parties” and individually as “Party” wherein notices and general matters may be delivered to by hand, registered mail, or other acceptable means.

***Recitals:***

**WHEREAS**, CSUinstituted an internship program as part of the curriculum for its Bachelor of Science in Information System students in order to provide them with adequate experience in actual industry work operations and to augment their formal education;

**WHEREAS**, the **HTE**, in its desire to enhance the training and development of more and more professionals, has agreed to provide support to the students of CSU in the form of training on the operations and latest developments in its industry; and

**WHEREAS, CSU** and the **HTE** executed a Memorandum of Agreement that covers the internship program’s objectives and principles pursuant to their established *Internship Plan* for the **Student.**

**WHEREAS**, the **Student** accepts this Contract and the respective *Internship Plan* with all its terms and conditions as contained herein.

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

**SECTION I**

***Responsibilities of the HTE***

1. The **HTE** shall provide free relevant instruction, exposure, and training to the **Student**, consistent with its policies, rules and regulations and with the established *Internship Plan*. It shall treat the **Student** in a professional manner, and shall ensure that the **Student**, in the course of training, shall not be exposed to any form of harassment/unethical practice or tasks and work assignments that are unreasonably risky, dangerous, or unrelated to the purposes of the *Internship Plan*;
2. The **HTE** shall orient its officials, employees, personnel, agents, and/or representatives on the laws, rules, and regulations relevant to implementation of the internship or immersion program as further specified under Section III (g).
3. The **HTE** shall reimburse any reasonable out-of-pocket expenses that may be incurred by the **Student** for off-company assignments, subject to reimbursement and liquidation policies of the **HTE**;
4. The **HTE** will accomplish the respective evaluation forms required by Caraga State University and issue a Certificate of Completion to the **Student** within ten (10) working days after the completion of training; and
5. The **HTE** shall provide the necessary personal protective equipment and access to the needed materials, equipment, and facilities for the proper execution of the assigned tasks if it shall require the **Student** to conduct off-site fieldworks or online/ work-from-home tasks.

**SECTION II**

***Responsibilities of the Student***

1. The **Student** shall abide by the administrative policies, rules, and standards of the **HTE** and **CSU** as provided by the *CSU Student Handbook*;
2. The **Student** shall accomplish and submit to the assigned *Program/College Internship Coordinator* a narrative report or journal of activities, to include success stories as well as challenges and reflections on the training experience;
3. The **Student** shall report to the *Program/College Internship Coordinator* within two (2) days after completion of the training;
4. The **Student** shall accomplish the assigned tasks to the best of his/her abilities and conform with the *Internship Plan* set forth by CSU and the **HTE**;
5. The **Student** shall complete the agreed scope of work within the agreed duration of the Program;
6. The **Student** shall timely report for training and promptly accomplish assigned tasks or assignments in the best of his/her ability and in view of his/her expected skill and knowledge of the subject matter; and
7. The **Student** shall be personally responsible for any and all injuries and/or liabilities arising from gross negligence in the performance of his/her duties and functions while under internship.

**SECTION III**

***General Conditions***

1. The duration of the program shall be equivalent to **Four Hundred Eighty-Six (486) working hours** commencing on **January 24, 2025 to May 4, 2025**;
2. The **Student** shall report for work at the **HTE’s BIZFREND DIGITAL SOLUTIONS** office located at Platinum St. Block 2 Lot 8 Golden Sun Subdivision, Villa Kananga, Butuan City from 8:00 p.m to 5:00 a.m which is inclusive of a one (1) hour break/lunch time and reasonable morning/afternoon break-times not exceeding fifteen (15) minutes;
3. The **HTE** and **CSU** jointly developed an *Internship Plan* for the **Student** that specifying objectives, knowledge, and competencies that the **Student** should acquire in each learning area, assignment, and/or activity covered by the *Internship Plan* attached herewith as **Annex “A”**;
4. The **HTE** is not obliged to employ the **Student** upon completion of the training. The **HTE**, however, upon consultation with the CSU, may invite qualified students to submit themselves to examinations, interviews, and file pertinent documents in support of their application;
5. This Contract shall not, in any way, constitute an employee-employer relationship between the **HTE** with the **Student**;
6. In the event that the **Student** materiallyviolates any company policy, the **HTE** shall have the right to terminate the *Internship Plan* in relation to such **Student** by immediately serving a written notice to CSU;
7. Both parties shall adhere to all Philippine laws, rules, and regulations relevant to implementation of the internship or immersion program, including, but not limited to, the CHED’s Revised Guidelines for Student Internship in the Philippines (SIPP) for All Programs, the Anti-Sexual Harassment Act, and the Safe Spaces Act, among others.
8. Should any provision of this Contract or part thereof is rendered void, illegal, or unenforceable by any law to which it is subject of, it shall be rendered void, illegal, or unenforceable only to that extent and not further. The invalidity or unenforceability of any provision of this Contract shall not affect or impair other provisions that are valid, binding, and enforceable.

**SECTION IV**

***Internship Plan and Online Work/Training***

1. The **Student** is expected to perform office-related tasks such as, but not limited to, research, production of written reports, attendance in meetings, and field-activities, as may be applicable; and
2. The **Student** shall perform tasks or responsibilities within the time period as specified in the *Internship Plan* established by **CSU** and the **HTE** *(deemed integral part of this Contract)*.

**SECTION V**

***Intellectual Property***

1. Intellectual property shall include any property defined as such by the Intellectual Property Code of the Philippines (RA 8293);
2. Any intellectual property owned by the Parties prior to this MOA shall continue to be owned by them. The **Student** cannot use any confidential information or data from the **HTE** to create intellectual property without the express written approval of the **HTE**;
3. Any intellectual property independently created by the **Student** during the period covered by the internship plan shall be exclusively owned by the **Student**. Should the **HTE** provide financial support for the creation of such intellectual property, the ownership of the intellectual property shall be subject to another Contract;
4. In case the **Student** jointly creates intellectual property with a person connected with the **HTE**, the intellectual property shall belong to such actual contribution made for its creation;

**SECTION VI**

***Confidentiality and Waiver***

1. It is expressly understood by the **Student** that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw materials purchasing, marketing, finance, and all other related documents, manuals, operational or technical matters that the **HTE** shall make available shall be used for the sole purpose of performing their tasks under the internship program.
2. It is understood that all information gathered by the **Student** on the operations and business matters of the **HTE** are classified as confidential in nature and proprietary to the **HTE**. The **Student** hereby undertakes to prevent transfer of such information by any of its members, consciously or unconsciously, to any party outside of the **HTE** without the latter’s knowledge and written consent.
3. During the course of internship, certain trade secrets of the **HTE** may be disclosed to the **Student**, which may consist but are not necessarily limited to:
   * 1. Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
     2. Business information: Customer lists, pricing data, sources of supply, financial data, marketing, production, or merchandising systems or plans.
4. During, or at any time after the termination of Internship, the **Student** shall not use, or disclose to others, including future employees, any trade secrets, confidential information, or any other proprietary data of the **HTE**; and
5. That upon the termination of Internship from the **HTE**, the **Student** shall return to the **HTE** all documents and property of the **HTE**, including but not necessarily limited to: reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the **HTE**’s business, or in any way obtained during the course of Internship.

**SECTION VII**

***Termination and Entirety of the Contract***

The Parties shall have the right to pre-terminate the training contemplated by this Contract and the *Internship Plan* by serving a written notice to the other party at least thirty (30) days prior to the intended date of termination and based on the following grounds: (a) The **Student** substantially violates the rules and regulations of **HTE**, or in cases of serious misconduct of the **Student**; (b) The **HTE** is proven to fail in providing the safety of the **Student** and quality of training contemplated by this Contract and the established *Internship Plan*; and (c) There is any material violation of the foregoing covenants that will warrant the cancellation of this Contract.

This Contract constitutes the entire Agreement between the **Parties** with respect to the subject matter hereof. It excludes and supersedes everything else which has occurred between the parties whether written or oral, including all other communication with respect to the subject matter hereof. Any amendment hereto shall be mutually agreed upon in writing by the parties.

**SECTION VIII**

***Dispute Resolution, Governing Law, and Venue of Actions***

Any and all disputes arising out of or relating to this Contract shall be subjected to good faith negotiations between the Parties before implementation of the legal proceedings pursuant to the provisions of the Alternative Dispute Resolution Law.

This Contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Contract will be in the proper courts of the City of Butuan to the exclusion of all other courts or tribunals.

**IN WITNESS WHEREOF,** the parties have signed this Student Internship Contract at the date and place above-stated.

|  |  |
| --- | --- |
| **BIZFREND DIGITAL SOLUTIONS**  By:  **JANN KING T. SANSAIT**  Lead Success Manager | **Clark Raven S. Dalauta**  *Student No. 211-0264*  BSIS, College of Computing and Information Sciences  Caraga State University |

*Signed In The Presence Of:*

**Chiclet S. Dalauta JANN KING T. SANSAIT**

Parent/Guardian Lead Success Manager

**MARIA ELMA Q. WON, Ph.D. JANE FRANCIS P. JAICTIN, MBA.**

CSU Internship DirectorCollege Student Internship Coordinator

**ACKNOWLEDGEMENT**

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines personally appeared the following persons on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who presented to me their competent proof of identities as follows:

|  |  |  |
| --- | --- | --- |
| **Name** | **Proof of Identity** | **Issued at / Valid until** |
| **JANN KING T. SANSAIT** |
| **CLARK RAVEN S. DALAUTA** | CSU ID: 211-00264 | Butuan City /  12/31/2026 |

known to me to be the same persons who executed the foregoing Contract and acknowledge to me that the same is their free and voluntary act and deed and that of the institutions they respectively represent.

This instrument refers to a *Student Internship Contract* consisting of **five (5) pages**, including this page whereon this Acknowledgement is written and signed by the parties and their instrumental witnesses.

**WITNESS MY HAND AND NOTARIAL SEAL,** at the date and place first mentioned.

Doc. No. \_\_\_;

Page No. \_\_\_;

Book No. \_\_\_;

Series of 2025.