

## CONTRACT AGREEMENT

This **MEMORANDUM OF AGREEMENT** entered into by and between:

The **LOCAL GOVERNMENT UNIT OF TALISAY**, a government organization established and registered under the law of the Republic of the Philippines with postal address at Maharlika Highway, Poblacion, Talisay, Camarines Norte, herein represented by its Municipal Mayor, **HON. DONOVAN A. MANCENIDO**, hereinafter referred to as the “**COMPANY**”

-and-

SEAN MICHAEL A. BORJE of legal age and with postal address at BRGY. PAMORANGON, DAET 4600, CAMARINES NORTE hereinafter referred to as the “**INTERN**”; individually referred to as “**PARTY**” and collectively “**THE PARTIES**.”

### WITNESSETH:

WHEREAS, the **CAMARINES NORTE STATE COLLEGE** has established a professional program for its students under the College of Computing and Multimedia Studies called the Internship Program for the Second Semester of Academic Year 2024-2025. The program is designed to supplement the learning in the Bachelor of Science in Information Technology and to train students to become competitive and technologically innovative professionals through direct, hands-on exposure to a professional workplace;

WHEREAS, the **INTERN** is willing to undergo the internship program to gain valuable knowledge, practical learning experiences, and training in the **COMPANY**;

WHEREAS, the **COMPANY** supports this program and is willing to provide the **INTERN** with course-related work assignments and opportunities for actual learning experiences within a professional workplace setting;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby bind themselves to undertake this Agreement under the following terms and conditions.

1. The duration of the program shall be equivalent to at least **486 hours** unless otherwise agreed upon by the **COMPANY** and the **COLLEGE**;
2. The **INTERN** shall work as SOFTWARE DEVELOPER in the HUMAN RESOURCE  
MANAGEMENT department.
3. During the internship period, the **INTERN** shall have the responsibility of performing the following duties:

1. SOFTWARE DEVELOPMENT
2. CLERICAL TASKS
3. ACCOMODATION OF EMPLOYEES QUERIES

4. The Parties agree this is an unpaid internship in that the INTERN will not be financially compensated for the duties performed at the COMPANY. The INTERN agrees that the Intern is gaining valuable knowledge, experience, education, and training in the COMPANY as consideration for the Duties and Responsibilities.;
5. The COMPANY shall provide free relevant instruction and training to the intern, consistent with its policies, rules and regulations. It shall treat the intern in a professional manner, and shall not subject him/her to tasks and work assignments that are risky, dangerous or unrelated to the purpose of this Agreement:
6. Nothing in this Agreement shall be construed to create an employer-employee or principal agent relationship between the Intern and the Company. The INTERN does not have the authority to bind the COMPANY in any manner whatsoever;
7. During the course of this Agreement, it may be necessary for the COMPANY to share proprietary information, including trade secrets, industry knowledge, and other confidential information, with the Intern in order for the Intern to complete the Duties and Responsibilities. The INTERN will not share any of this proprietary information at any time. The INTERN also will not use any of this proprietary information for the Intern's personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either Party;
8. The INTERN agrees that any content provided by the Intern to the Company in the course of performing the Intern's Duties and Responsibilities, including but not limited to, images, videos and text, copyrights or trademarks, is solely and legally owned by the Intern, but the Intern grants the Company a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any such content in connection with the Intern's Duties and Responsibilities. Any materials developed by the Company, making use of the content, remains the sole property of the Company. Any work product the Intern may create during the course of this Agreement remains the sole property of the Company;
9. The INTERN agrees to be personally responsible for any and all liabilities arising from gross negligence in the performance of his/her duties and functions while under internship;
10. This Agreement shall commence on FEB. 3, 2025 and shall terminate on MAY 9, 2025 unless earlier terminated for just cause, by either party after thirty (30) days prior written notice to the other party.
  - 10.1. Further, either party shall have the right to pre-terminate the internship program if:
    - a) The INTERN violates the rules and regulations of the COMPANY, or if there is serious misconduct on the part of the INTERN;
    - b) The COMPANY does not provide the kind of responsible training as agreed upon;or
    - c) There is any violation of the foregoing covenants that will warrant the cancellation of this Agreement.
11. Both parties shall exert all efforts necessary to achieve the objectives of this Agreement.

**IN WITNESS WHEREOF**, the parties hereby affix their signatures this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

By:

By:

\_\_\_\_\_  
HON. DONOVAN A. MANCENIDO  
Municipal Mayor

\_\_\_\_\_  
SEAN MICHAEL A. BORJE  
BSIT Intern

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
MS. MARIE GRACE I. POBLETE  
HRMO-Designate

\_\_\_\_\_  
**DR. MARY GRACE B. BOLOS**  
*SIPP Adviser, CNSC- CCMS*

**ACKNOWLEDGMENT**

Republic of the Philippines)  
City of \_\_\_\_\_) S.S.

BEFORE ME, a Notary Public, for and in the City of \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared:

	Valid Proof of Identity	Issued at/on
_____	_____	_____
_____	_____	_____

known to me to be the same persons who executed this instrument and acknowledged the same to me as their free and voluntary act and deed, and of the entities they respectively represent.

This document consists of three (3) pages including the page where this Acknowledgment is written, and the parties signed at the left margin of each and every page hereof.

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

Notary Public

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of \_\_\_\_.