**INTERNSHIP AGREEMENT**

*(On-the-Job Training)*

**KNOW ALL PERSONS BY THESE PRESENTS:**

This **INTERNSHIP AGREEMENT** is made, entered, and executed this 7th day of February, 2025 at Baruyan, Calapan City, Oriental Mindoro, by and between:

The **WEAVERSOFT**,is a boutique, B2B IT consulting and software services SI, with principal office address at Yegal Alon 88, Tel Aviv, Israel, represented in this act by its *Chief Executive Officer***, ASSAF SHAIKEVICH,** herein referred to as the “**HOST TRAINING ESTABLISHMENT**” or “**HTE**”;

-and-

**JOHN KENNETH NICKO M. DOMINGO**, of legal age, Filipino citizen, single, with residence address at Baruyan, Calapan City, Oriental Mindoro, herein referred to as the “**STUDENT INTERN”**.

Each referred hereinafter to as **“PARTY”** and collectively as **“PARTIES”**.

**WITNESSETH:**

**WHEREAS**, the **Commission on Higher Education (CHED) Memorandum Order (CMO) No. 104, Series of 2017** provides for the revised guidelines for Student Internship Program in the Philippines (SIPP) for all programs with practicum subject, and the same shall be complied with by the **PARTIES**;

**WHEREAS,** the **STUDENT INTERN** is a **4th year, Bachelor of Science in Information Technology** at Mindoro State University (“MinSU”) – Calapan City Campus;

**WHEREAS,** **HTE** is capable of providing the appropriate internship/training program for the **STUDENT INTERN** that is in line or related with his/her course;

**NOW THEREFORE,** for and in consideration of the above premises and their mutual covenants hereinafter set forth, the **PARTIES** hereto agree on the following terms and conditions and those provided under **CMO No. 104, Series of 2017**:

1. **THE INTERNSHIP/TRAINING PROGRAM AND TERM**

The internship/training program aims to provide actual experiences for the **STUDENT INTERN** composed of **486 hours** covering **second semester, AY 2024-2025**. This is meant to provide **STUDENT INTERN** with an opportunity to complement his/her formal learning with practical knowledge, skills and desirable attitudes and to gain hands on experience through the **HTE**.

1. **DUTIES AND RESPONSIBILITIES**
2. The **HTE** under this Agreement shall have the following obligations and responsibilities:
3. Ensure that the **STUDENT INTERN** is given activities and are assigned to handle specific job assignments which are within the framework of the Training Manual;
4. Ensure the safety and welfare of the **STUDENT INTERN** while having his/her training;
5. Assign personnel to be the immediate supervisor of the **STUDENT INTERN** during the OJT coverage period;
6. Monitor, evaluate and provide feedback on the performance of **STUDENT INTERN**;
7. Ensure that student interns do not perform tasks and duties of regular position; and
8. Issue certificate of completion of the student-trainees not later than two-weeks after the completion of internship.
9. The **STUDENT INTERN** under this Agreement shall have the following obligations and responsibilities:
   * + 1. Comply with the applicable rules and regulations of CHED, MinSU, and the **HTE**;
       2. Adhere to the **HTE** rules, guidelines, and ethical standards and perform duties as assigned by the supervisor or mentor within the scope of the internship;
       3. Undergo the required orientation/internship program conducted by the MinSU and the **HTE**;
       4. Report to the **HTE’s** office from 8:00am to 5:00pm. **STUDENT INTERN** is particularly assigned at DA MIMAROPA and gain hands-on experience, ask relevant questions, apply academic knowledge in real-world settings and present accomplishment report immediately after the completion of the internship;
       5. Wear the proper attire when reporting to the agency;
       6. Submit a Medical Certificate that he/she is in good health and emotionally fit;
       7. Submit a notarized written consent from his/her parents or legal guardian;
       8. **Maintain confidentiality**, respect and protect sensitive or proprietary information of the **HTE** and uphold the reputation of the university during the internship;
       9. Enhance communication, problem-solving, and technical skills relevant to the field;
       10. Comply with safety guidelines, especially in laboratories, farms, or fieldwork settings; and
       11. **Adapt to workplace culture** and show flexibility in different work environments and responsibilities.
10. **CONFIDENTIALITY CLAUSE**

**PARTIES** agree that confidential information and personal data as defined under Republic Act No. 10173 or “Data Privacy Act of 2012” disclosed to the other **PARTY** in any form or which may come to the knowledge of the other by virtue of this Agreement, in whatever form,shall be kept in strict confidence and shall not be disclosed or given to third unless parties with the prior written consent of the **PARTY** concerned or if there is a legal ground to do so. This undertaking does not apply to:

1. Information already known or obtained by a **Party** by independent means through no breach of any obligation of confidentiality;
2. Information in the public domain; and
3. Information required to be disclosed under law or pursuant to court order.

The obligation of confidentiality imposed on the **PARTIES** shall survive the termination or expiration of this Agreement.

1. **OTHER RELEVANT PROVISIONS**
2. This Agreement including the documentary requirements under CMO No. 104, Series of 2017 constitute the entire agreement and supersedes all prior agreement and arrangements between the **PARTIES**. Any and all matters that **PARTIES** may have agreed, but have not reduced in writing herein, shall be void and ineffective.
3. The **STUDENT INTERN** shall retain exclusive ownership of the intellectual properties that may be discovered or invented during this Agreement.
4. Each **PARTY** shall be responsible for the liabilities arising from the concerned **PARTY’S** negligent acts and/or omissions in connection with this **Internship agreement** for OJT and its implementation;
5. This **Internship agreement** shall be governed by and interpreted in accordance with the laws of the Philippines.
6. The invalidity or unenforceability of any provision of the **MOA** shall not affect or impair other provisions that are valid, binding and effective.

**IN WITNESS WHEREOF**, the **PARTIES** have hereto set their hands and seal at the lowest portion of thisAgreementon the day and at the place written above.

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )

……………………………….………..) s.s.

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, appeared the following persons who exhibited to me their government-issued identification documents, as follows:

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| --- | --- | --- |
| **NAME** | **COMPETENT EVIDENCE OF IDENTITY** | **DATE/PLACE ISSUED** |
| JOHN KENNETH NICKO M. DOMINGO | MCC 2021-0352 | MinSU Calapan Campus |
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known to me to be the same persons who executed the foregoing INTERNSHIP AGREEMENT, and who acknowledged to me that they executed the same for and in behalf of their respective corporation/organization, that they are duly authorized to sign the same, and that the same is their free and voluntary act and deed, and that of the corporation/organization represented.

This document, which pertains to an INTERNSHIP AGREEMENT consisting of four (4) pages, including the page on which this Acknowledgment is written, has been signed by the parties and their witnesses on each and every page thereof, and sealed with my notarial seal.

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

**NOTARY PUBLIC**

Doc. No. \_\_\_\_;

Page No. \_\_\_\_;

Book No. \_\_\_\_;

Series of \_\_\_\_.