

# **STUDENT INTERNSHIP CONTRACT**

KNOW ALL MEN BY THESE PRESENTS:

This Student Internship Contract (this “**Contract**”) is entered into by and among:

**UNIVERSITY OF CEBU**, a higher education institution duly organized and existing under the laws of the Republic of the Philippines, with office address at Gov Cuenco Ave. Banilad, Cebu City, herein represented by its **Authorized Representative, MOMA D. ORTEGA**, (hereinafter, the Higher Education Institution or “**HEI**”);

**VISMOTOR CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Carmel Drive, Kalubihan, Talamban, Cebu City, herein represented by its **Authorized Representative, ABEGAIL P. TONGCO, PHD, OD** (hereinafter, the Host Training Establishment or “**HTE**”);

- and -

**JAY-R M. OLORES**, Filipino, of legal age, single, and with residence at Upper Calvary Hills Apas, Cebu City, (hereinafter, the Student Intern or “**SI**”);

Individually and collectively, the “**Party/ies.**”

WITNESSETH:

WHEREAS, the HEI aims to enrich its degree programs to respond to the needs of the industry, to promote mutually supportive academe-industry collaboration and linkage, to strengthen the career guidance of its students, and to provide its students with opportunities to apply relevant knowledge and skills required from formal education to actual work setting.

WHEREAS, the HTE aims to have an avenue where it can customize the process of technical training through employer-driven Internship Plans, to select well-equipped beneficiaries, and to have an opportunity to contribute to the society through corporate social responsibility.

WHEREAS, the SI aims to enhance the knowledge and skill acquired from formal education through employer-based training, to become more responsive to the future demands of the labor market, to develop life skills and values relevant to professionalism and work appreciation, and to acquire professional work ethic in the course of internship.

NOW, THEREFORE, based on the above-stated premises, the Parties have mutually agreed to enter into the following terms and conditions:

**ARTICLE 1. STUDENT INTERNSHIP PROGRAM.** The HEI’s Student Internship Program (hereinafter, the “**Program**”) shall consist of the following terms:

- 1.1 The Program shall expose the SI to training under actual work setting at the HTE for a minimum of **500** hours.
- 1.2 The Program shall begin on FEBRUARY 10 and end on MAY 10. The HEI, HTE, and SI may mutually agree in writing to an extension of such period not exceeding five (5) months from the start of the original period, unless for highly technical programs that require longer internship hours.
- 1.3 The schedule shall be agreed upon between the SI and HTE, provided that the daily practicum schedule shall not be longer than eight (8) working hours

between duty hours not earlier than 6:00 in the morning and later than 6:00 in the evening. For purposes of this Contract, the SI's schedule shall be 8:00 AM – 6:00 PM.

- 1.4 The SI shall be assigned and given actual work experience in various departments in the HTE as may be determined and mutually agreed upon by the HEI, HTE, and SI. For purposes of this Contract, the SI shall be assigned at CARMEL DRIVE, KALUBIHAN, TALAMBAN, CEBU CITY.

**ARTICLE 2. OBLIGATIONS AND RESPONSIBILITIES OF THE HEI.** The HEI shall:

- 2.1 Assume full responsibility over the SI during his/her internship;
- 2.2 Select the HTE and acceptability of the Internship Plan and internship venues in order to protect the SI's interest;
- 2.3 Implement, in collaboration with the HTE, the Internship Plan for the SI specifying the specific goals and objectives to be attained. The Internship Plan is attached herein as **Annex "A"** and forms an integral part of this Contract;
- 2.4 Ensure that the SI will acquire actual and relevant competencies in each leaning area, assignment, and schedule of activities;
- 2.5 Provide free medical and dental services and certification by a duly licenses medical doctor and dentist to the SI;
- 2.6 Provide appropriate insurance coverage to include travel, medical, and health to the SI during the duration of the Program;
- 2.7 Assign an Student Internship Coordinator for the Program; and
- 2.8 Conduct pre-internship orientation to the SI, as a prerequisite to deployment to the HTE, on work environment issues, including but not limited to proper work ethics and laws against sexual harassment;
- 2.9 Safeguard the SI from harassment, exploitation, deplorable training conditions, and such other conditions that contravene or defeat the purpose of the Program;
- 2.10 Consult and assist the SI in resolving problems or issues encountered in the HTE;
- 2.11 Take appropriate action on any complaint against the SI in accordance with the HEI's policies, rules, and regulations;
- 2.12 Conduct initial visit and regular inspection of the HTE to ensure the safety of the SI;
- 2.13 Monitor and evaluate performance of the SI jointly with the HTE based on the agreed Internship Plan;
- 2.14 Monitor the SI and attend to his/her needs and concerns by coordinating with the HTE, Commission on Higher Education ("**CHED**"), and other concerned government authorities, if necessary;
- 2.15 Conduct monitoring and evaluation of the HTE to gauge the overall performance of the HTE and provide feedback mechanism;
- 2.16 Conduct a post training review and evaluation of the Program;
- 2.17 Evaluate and assess related prior training experience and provide credits for internship, when applicable; and
- 2.18 Issue a final grade to the SI upon completion of requirements within the prescribed period in accordance with the grading system of the HEI and performance assessment of the HTE.

**ARTICLE 3. OBLIGATIONS AND RESPONSIBILITIES OF THE HTE.** The HTE shall:

- 3.1 Implement the Internship Plan in partnership with the HEI;
- 3.2 Encourage the SI to develop his/her personality and professionalism, and protect his/her from physical or moral danger to the extent possible;
- 3.3 Assign an internship coordinator responsible for the implementation of all phases of the internship;
- 3.4 Orient the SI on the standard rules and regulations of the HTE before signing of the Contract;

- 3.5 Facilitate the processing of documents of the SI in coordination with the HEI;
- 3.6 Provide practical training or work experience in accordance with the agreed Internship Plan and schedule of activities;
- 3.7 Provide, if warranted at its sole discretion, necessary incentives to the SI, such as free duty meals, travel allowance and uniform;
- 3.8 Ensure that the SI does not perform tasks and duties of regular employees in the HTE;
- 3.9 Provide a supervised applied learning experience for SI in accordance with the agreed Internship Plan and schedule of activities;
- 3.10 Develop feedback mechanism to the SI;
- 3.11 Develop feedback mechanism to the HEI of the overall implementation of the Program and the SI's performance;
- 3.12 Follow the evaluation system provided by the HEI to determine the SI's performance;
- 3.13 Provide monitoring and evaluation reports or other information on the SI's performance as may be required by the HEI;
- 3.14 Make available accurate and current records relevant to the Program and the SI's performance and provide access to HEI of such records;
- 3.15 Notify and provide at least 30 working days written notice to the HEI of the SI's breach of contract or misconduct in the internship premises prior to HTE's decision to suspend or terminate this Contract; and
- 3.16 Issue certificate of completion for the SI not later than two weeks after the completion of the Program.

**ARTICLE 4. OBLIGATIONS AND RESPONSIBILITIES OF THE SI.** The SI shall:

- 4.1 Sign or execute this Contract and all required documents necessary for his/her participation in the Program;
- 4.2 Faithfully comply with the provisions of this Contract including the rules and regulations of the HEI, HTE, and CHed at all times;
- 4.3 Undergo the required pre-internship orientation conducted by the HEI and HTE;
- 4.4 Report for internship in the HTE based on the schedule;
- 4.5 Perform tasks and activities indicated in the Internship Plan;
- 4.6 Maintain confidentiality, when and where appropriate, during and after the internship period of all the data, business or trade secrets where such information is not within public domain and is indicated or understood to be confidential;
- 4.7 Adhere to the existing rules and regulations of the HTE including the proper use of supplies, tools, instruments, machines, and facilities.
- 4.8 Submit to the Student Internship Coordinator of the HEI an Internship Journal reflecting the approved Internship Plan, his/her experiences describing the internship activities, any problem/s encountered, and his/her reflections on the internship experience;
- 4.9 Complete the agreed duration of the Program. In case he/she will be unable to finish the Program within the designated period, he/she shall inform the Student Internship Coordinator in writing of his/her intent and reasons to prematurely end his internship, at least one (1) week before the last day of the Program. Failure to complete the Program without valid cause disqualifies the SI from retaking the Program with the HTE; and
- 4.10 Report to the Student Internship Coordinator for an exit assessment after the completion of the internship period.

**ARTICLE 5. NON-DISCLOSURE AGREEMENT.** The Parties agree to hold all confidential or proprietary information or trade secrets ("confidential information") in absolute trust and confidence and agree that they shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party under

any circumstances whatsoever. After the accomplishment of the purposes of this Program, or upon demand by the HEI or HTE, all confidential information, including written notes, agreements, photographs, memoranda, drawings, specifications, designs, and other documents with confidential information shall be promptly returned and no copies or written documentation relating thereto shall be retained. This information shall not be disclosed to any employee, consultant, or third party unless the Parties agree to execute and be bound by the terms of this Contract, and disclosure is first approved by the Parties in writing. This provision shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**ARTICLE 6. NO EMPLOYMENT RELATIONSHIP.** For purposes of the performance of the obligations under this Contract, the HTE is and shall remain an independent contractor and nothing in this Contract shall be deemed or construed to create an employer-employee relationship, joint venture, agency or partnership among the HEI, HTE, and SI.. Neither Party shall have any authority to incur any obligations on behalf of the other Party or to make any promise, representation or contract of any nature on behalf of the other Party.

**ARTICLE 7. LIABILITY.** Each Party shall hold each other free and harmless from any and all liabilities or causes of action arising from this Contract, except those liabilities or causes of action arising from or as a result of the act, omission, and negligence of a Party-at-fault or any of its employees, representatives, or agents.

**ARTICLE 8. EFFECTIVITY.** This Contract shall take effect for the period stated in Article 1 hereof. Thereafter, the same is deemed terminated without any further action from the Parties unless pre-terminated by either the HEI or HTE. Such pre-termination shall be made in writing stating the reason/s thereof and shall be forwarded to the other Party not later than 30 days prior to the date of intended pre-termination.

IN WITNESS WHEREOF, the Parties have here unto affixed their signatures on the date and place mentioned above.

HIGHER EDUCATION INSTITUTION  
**UNIVERSITY OF CEBU**  
By:

**MOMA D. ORTEGA**  
Authorized Representative  
TIN 910-266-790

HOST TRAINING ESTABLISHMENT  
**VISMOTOR CORPORATION**  
By:

**ABEGAIL P. TONGCO, PHD, OD**  
Authorized Representative  
TIN 253-370-881-00000

STUDENT INTERN

**JAY-R M. OLORES**  
Govt. ID No. 2087-3413-8297-0598

With my consent and conformity:

**MARICEL M. OLORES**  
Govt. ID No. 4651-0860-7329-5823

Republic of the Philippines }  
City of Cebu } S.S.

**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in the City of Cebu, personally appeared the above persons who are identified by their respective competent evidence of identity, to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their voluntary act and deed, and that of the entity they represent.

WITNESS MY HAND AND SEAL this \_\_\_\_\_.

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