**UNDERGRADUATE INTERNSHIP CONTRACT**

This *Undergraduate Internship Contract* (hereinafter “Contract”) is made and entered into on

5 February 2024 in CLSU, Science City of Muñoz, Nueva Ecija, Philippines by and between:

**DEPARTMENT OF INFORMATION TECHNOLOGY**, a Central Luzon State University entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines with business address at Science City of Muñoz, Nueva Ecija, duly represented by its **Internship Supervisor, Mr. Amir Ledesma**, and hereinafter referred to as “***Host Training Establishment or HTE***”;

*-and-*

**CATHERINE L. PALLARCA**, a Bachelor of Science in Information Technology student of the College of Engineering - Central Luzon State University (CLSU), of legal age, with address at San Antonio, Nueva Ecija, hereinafter referred to as “***Student Intern***”.

[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]

**WITNESSETH:**

**WHEREAS**, CLSU as a premiere higher education institution has a responsibility of “developing globally-competitive, work-ready, socially-responsible and empowered human resources who value lifelong learning”, as clearly articulated in its institutional mission;

**WHEREAS**, in order to provide its students complete and holistic training, and as a means to fulfill the aforesaid mission, CLSU requires its students to undergo On-the-Job Training/Practicum/Internship Program wherein qualified students are deployed to different partner agencies in order to adequately familiarize themselves with actual operations in the workplace, thereby augmenting and complementing the personal and professional competencies they acquire as they pursue their respective degrees;

**WHEREAS,** CLSUand 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 Intern** and pertinent provisions of CMO No. 104 s. 2017.

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

**NOW THEREFORE,** for and in consideration of the foregoing premises, CLSU and **DEPARTMENT OF INFORMATION TECHNOLOGY** do hereby agree as follows:

**SECTION I**

***Responsibilities of the HTE***

1. The **HTE** shall provide free relevant instruction, exposure, and training to the **Student Intern**, consistent with its policies, rules and regulations and with the established *Internship Plan*. It shall treat the **Student Intern** in a professional manner, and shall ensure that the **Student Intern**, 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 assign personnel to take charge and supervise the **Student Intern** during the Internship program. The practical and related works that will be assigned to the **Student Intern** shall be congruent to their area of specialization and responsive to the objectives of the Internship.
3. The **HTE** shall ensure that the student Intern does not perform tasks and duties intended for regular positions.
4. The **HTE** shall adopt and enforce rules that will govern the conduct of the program. Said rules shall be communicated to CLSU and the Student Intern before the start of the Internship program.
5. The **HTE** shall make available, accurate and current records of the Student and provide access to HEI of such records while on Internship.
6. The **HTE** shall provide the necessary equipment, access, and other needed materials/facilities for the proper execution of the assigned tasks if it shall require the **Student** to conduct online or work-from-home tasks, if deemed applicable and in consultation with the Internship coordinator from CLSU.
7. The **HTE** shall notify and provide at least 30 working days written notice to the HEI of a student Intern’s breach of contract or misconduct in the Internship premises prior to HTE’s decision to suspend or terminate the contract.
8. The **HTE** shall accomplish the monitoring and evaluation forms required by CLSU and issue a Certificate of Completion to the **Student** **Intern** within ten (10) working days after the completion of training;

**SECTION II**

***Responsibilities of the Student Intern***

1. The **Student Intern** shall abide by the administrative policies, rules, and standards of the **HTE** and **CLSU** as provided by the *CLSU Student Handbook* at all times within the duration of the program;
2. The **Student Intern** shall undergo the required orientation conducted by CLSU and the **HTE**.
3. The **Student Intern** shall accomplish the assigned tasks to the best of their abilities and conform with the *Internship Plan* set forth by CLSU and the **HTE**;
4. The **Student Intern** shall complete the agreed scope of work within the agreed duration of the program;
5. The **Student Intern** shall timely report for training and promptly accomplish assigned tasks or assignments in the best of their ability and in view of their expected skill and knowledge of the subject matter;
6. The **Student Intern** shall maintain confidentiality, when and where appropriate, during and after the Internship period of all data, business or trade secrets where such information is not within the public domain and is indicated or understood to be confidential.
7. The **Student Intern** shall adhere to the existing rules and regulations of the HTE including the proper use of tools, instruments, machines, and equipment.
8. The **Student** **Intern** shall complete the agreed duration of their Internship.
9. The **Student Intern** and parents/guardian concerned renounce and waive any claim against **HTE** and/or CLSU for any injury or loss that the **Student Intern** may sustain or may suffer, personal or pecuniary, in the performance of their duties and functions while under training, unless such is attributable to the negligence or fault of any of the employees, officers, or personnel of the **HTE** and/orCLSU;

**SECTION III**

***General Conditions***

1. The duration of the program shall be equivalent to **four hundred eighty-six (486) working hours** commencing on **February 5, 2024 to May, 2024**;
2. The **Student Intern** shall report for work at the **HTE’s** CLIRDEC Bldg. located at CLSU, Science City of Muñoz, Nueva Ecija from 8:00 am to 5:00 pm, 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 **CLSU** jointly developed an *Internship Plan* for the **Student Intern** that specifying objectives, knowledge, and competencies that the **Student Intern** 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 Intern** upon completion of the training. The **HTE**, however, upon consultation with the CLSU, 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 Intern**;
6. In the event that the **Student Intern** materiallyviolates any company policy, the **HTE** shall have the right to immediately, with due process, terminate the *Internship Plan* in relation to such **Student Intern** by immediately serving a written notice to CLSU;
7. Should any provision of this Agreement or part thereof be 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 Agreement shall not affect or impair other provisions that are valid, binding, and enforceable.

**SECTION IV**

***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 Contract shall continue to be owned by them. The **Student Intern** 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 Intern** during the period covered by the Internship plan shall be exclusively owned by the **Student Intern**. Should the **HTE** provide financial support for the creation of such intellectual property, the ownership of the intellectual property shall be subject to another agreement;
4. In case the **Student** **Intern** 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 V**

***Confidentiality and Waiver***

1. It is expressly understood by the **Student Intern** 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 Intern** on the operations and business matters of the **HTE** are classified as confidential in nature and proprietary to the **HTE**. The **Student** **Intern** 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 Intern**, 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 Intern** 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 Intern** 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 VI**

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

The Parties shall have the right to pre-terminate the training contemplated by this Agreement 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 Intern** substantially violates the rules and regulations of **HTE**, or in cases of serious misconduct of the **Student Intern**; (b) The **HTE** is proven to fail in providing the safety of the **Student Intern** 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 contract 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 Agreement 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 Agreement 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 Agreement will be in the proper courts of at the agreement of both parties to the exclusion of all other courts or tribunals.

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

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| By:  **MR. AMIR LEDESMA**  *Internship Supervisor* | **CATHERINE L. PALLARCA**  *Student No. 20-1668*  Bachelor of Science in Information Technology, College of Engineering  Central Luzon State University |

*Signed in the presence of:*

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| --- | --- |
| **ESTERLITA L. LEJANO**  **Parent/Guardian** | **MRS. EVELYN A. VILLANUEVA**  **OJT 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** |
| Mr. Amir Ledesma | 20210520-01 |  |
| Catherine L. Pallarca | 20-1668 |  |
|  |  |  |

known to me to be the same persons who executed the foregoing Agreement 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 *Memorandum of Agreement* 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 20\_\_.