

INTERNSHIP AGREEMENT

I, **(NAME OF STUDENT INTERN)**, with the consent of my parent/guardian, **(NAME OF PARENT/GUARDIAN)**, a **(Course)** student of the **POLYTECHNIC UNIVERSITY OF THE PHILIPPINES**, with principal address at Anonas St., Sta. Mesa, Manila, hereinafter referred to as “**UNIVERSITY**”, as part of the school curriculum or academic requirement voluntarily agrees to undergo On-the-Job Training (OJT)/Internship Program at the **(NAME OF THE HTE)** with office address at **(Address)**, hereinafter referred to as “**HTE**”. The On-the-Job Training (OJT)/Internship Program shall start on **_____** and ends on **_____** and is covered by the following terms and conditions:

1. **Scope of the Agreement.** This Agreement governs the Internship Program (“Program”) jointly pursued by the Parties in accordance with CHED Memorandum Order No. 104, Series of 2017. Internship refers to the practical application of classroom learning to an actual work environment. It is synonymous to Practicum, Field Practice, or On-the-Job Training; it is not synonymous to Apprenticeship and Learnership.
2. **Duration of the Internship.** The duration of the Program shall be a total number of **_____** hours. The internship shall be for a maximum of 8 hours between 8:00 am to 5:00 pm, Mondays to Fridays only. The Student Intern shall not be subjected to mandatory overtime (OT) nor be required to work during holidays.
3. **Place of Assignment.** The duties and responsibilities of the Student Intern shall be performed on the premises of the HTE through onsite learning experiences or other modalities subject to the prevailing government issuances and the rules and regulations of the HTE and the University.
4. **Duties and Responsibilities of the Student Intern.** The Student Intern commits to:
 - a. Submit the **notarized written consent** of the parent/guardian allowing him/her to undergo the Internship Program with the HTE;
 - b. Undergo the required orientation/training program conducted by the HTE and the University;
 - c. Complete the agreed duration of his/her internship, and if unable to do so, notify the HTE and the University’s OJT Coordinator in writing of his/her intent and reasons to prematurely end his/her internship at least three (3) days before his/her last day of internship;
 - d. Submit required practicum/internship documents within the deadline, including a monthly journal of practicum experiences describing his/her training activities, problem/s encountered, and reflections on the training experience to the OJT Coordinator (if applicable to the course);
 - e. Perform tasks and activities in accordance with the **Internship Plan**;
 - f. Maintain confidentiality, during and after the internship period, of all information, data, and business or trade secrets of the HTE where such information is not within the public domain and is indicated or understood to be confidential and submit a signed Non-Disclosure Agreement prescribed by the HTE as a pre-requisite to participating in the program;
 - g. Use all information and materials received from the HTE for the sole purpose of performing his/her duties under the internship program;
 - h. Respect and comply with the relevant rules and regulations of CHED, the HTE, and the University;
 - i. Be responsible, together with his/her parents/guardian for any and all loss, damage, injury, expense, proceeding, demand, cost, claim, suit or liability incurred arising from his/her own omission or gross negligence in the performance of his/her duties and functions while under internship except such loss, damage, injury, expense, proceeding, demand, cost, claim, suit or liability which may arise by reason of the negligent act or omission of the HTE, its officers, employees, representatives or agents;
 - j. Be responsible, should he/she, in the course of the internship, accidentally or deliberately cause damage to any property or resources owned and operated by or for the HTE, i.e. equipment, machine, apparatus, paraphernalia, device, and other similar procedure thereof, by paying for the cost of its repairs or replacement, whichever is necessary to restore the property into full operations; and

- k. Report to the HTE’s focal person and the University’s OJT Coordinator for an exit assessment/interview upon completion of the Program.

5. Miscellaneous Provisions

- a. Any activity that involves processing of personal data shall comply with the Data Privacy Act of 2012 (or Republic Act No. 10173), its Implementing Rules and Regulations, and other applicable laws and administrative issuances. The parties shall perform any or all actions necessary to facilitate such processing of personal data, including the execution of contracts, securing of consent, and other similar or related acts
- b. Nothing in this Agreement shall be construed as constituting or evidencing a contract of employment or partnership between the Parties.
- c. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair other provisions that are otherwise valid, binding, and effective.
- d. Any dispute arising from this Agreement shall be resolved amicably between the Parties, and only upon failure of amicable settlement may either Party bring the dispute before the appropriate court or tribunal of competent jurisdiction.
- e. This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines.
- f. This Agreement may be signed in separate but identical copies. Each copy originally signed by the authorized signatory of a Party, together with the other originally signed counterparts, shall constitute an entire agreement.
- g. Each Party shall bear the cost of notarization in relation to their respective signatories.
- h. This Agreement shall commence upon signing by both Parties.

IN WITNESS WHEREOF, the parties hereby affix their signatures this _____ day of _____, 20____ at _____, Philippines.

(NAME OF THE AUTHORIZED REPRESENTATIVE OF THE HTE)
(Position)
(Name of the HTE)

(NAME OF PARENT/ GUARDIAN)

(NAME OF STUDENT INTERN)

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
(Authorized representative of the HTE)		
(Student Intern)		
(Parent/Guardian)		

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.

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 _____.