**GROUP INTERNSHIP CONTRACT**

To Whom This May Concern:

This **Internship Contract** (hereinafter referred to as **“Contract”**) is made and entered into by and between:

If HTE’s a Partnership/Corporation

**(COMPLETE NAME OF THE INDUSTRY)**, a private business entity/domestic corporation duly organized and operating under the general laws of the Republic of the Philippines, with principal place of business at (Business Address) represented in this act by its (Designation of your representative), (Name of your Representative), herein referred to as the **Host Training Establishment or “HTE”;**

If HTE is as LGU:

**PROVINCIAL/CITY/MUNICIPAL/BARANGAY GOVERNMENT of (name of LGU)**, a local government unit created and existing by virtue of Republic Act No. \_\_\_\_, with main office located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented in this act by its (Name of the Local Chief Executive, if otherwise, name and position/designation of the authorized representative (the Secretary’s Certificate or SPA shall be cited and attached), herein referred to as the **Host Training Establishment or “HTE”;**

If HTE is a national government agency or government owned and controlled corporation:

**NAME OF DEPARTMENT/BUREAU/OFFICE/COMMISSION**, a national government agency/government owned and controlled corporation, created and existing by virtue of Republic Act No. \_\_\_\_, with main office located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented in this act by its (Name of the head of Agency, otherwise indicate the name and position/designation of the authorized representative and attach the Secretary’s Certificate), herein referred to as the **Host Training Establishment or “HTE”**;

-and-

**[STUDENT INTERN'S NAME] et al.**, *bona fide* students enrolled in **Bachelor Of Science In Information Technology** for Academic Year 20xx-20xx at the **University of Science and Technology of Southern Philippines**, hereinafter referred to ***“Interns/Trainees”;***

-and-

**[Parent/Guardian’s Name] et al.,** parents/guardians of the Interns/Trainees, hereinafter referred to as the ***“Parent/Guardian”;***

-and-

**RICHARD C. PALER** and **JUBILEE S. DAGAANG** OJT Coordinator and Department Chair, respectively, for the program **BACHELOR OF SCIENCE IN INFORMATION TECHNOLOGY** in University of Science and Technology of Southern Philippines-Oroquieta (USTP-Oroquieta), hereinafter referred to as **“OJT-COORDINATOR”** and **“DEPARTMENT CHAIR”**, respectively.

Individually referred to as “PARTY” and collectively as “PARTIES”

Witnesseth, That:

**USTP**-Oroquieta and the **HTE** executed a Memorandum of Agreement recorded in the notarial register of Atty. \_\_\_\_\_\_\_\_\_ as Doc. No.: \_\_\_\_\_\_; Page No. \_\_\_\_\_; Book No. \_\_\_\_\_\_; Series of \_\_\_\_\_\_\_\_, herewith attached as **Annex “B”**,referred hereinafter as “**MOA”;**

The MOA covers the internship program’s objectives and principles pursuant to their established *Internship Plan* for the **Interns** herewith attached as **Annex “A”**;

The OJT-Coordinator and the Department Chair represents USTP - Oroquieta in facilitating the internship program established an Internship Program that covers specific objective, knowledge, and competencies that the Intern should acquire in each learning area, assignment, and/or activity;

The OJT Coordinator identified the HTE as venue for elective course, appropriate to provide Trainee’s/Intern’s with adequate and practical experiential learning augmenting their formal education;

The **HTE,** in its desire to enhance the training and development of more professionals, has agreed to provide support to the students of USTP-Oroquieta by way of formal training akin to actual exercise of profession in accordance with the Internship Plan;

The Students and Parents/Guardians hereby accepts and consents with the terms and conditions of the Internship Plan, including among others the conduct of several activities within the premises and within the extensions of HTE’s and USTP-Oroquieta’s premises necessary for the implementation of the Internship Plan.

Finally, all the PARTIES agreed to enter into this Agreement with all its terms and conditions as contained herein;

**NOW, THEREFORE,** for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

1. **PURPOSE OF THE CONTRACT/AGREEMENT**

This Contract establishes the specific terms and conditions governing the Internship Program for **[Student Intern's Name/s]** (hereinafter referred to as the “Intern”) with **[HTE Name]** (hereinafter referred to as the **“HTE**”), represented by **[Representative’s Name and Position]**.

The Internship Program is part of the academic requirements for the Intern’s practicum/On-the-Job Training, facilitated by USTP through its OJT Coordinator, **Richard C. Paler**, and monitored by the respective Department Chair, **Jubilee S. Dagaang.**

This Contract aims to define the roles, responsibilities, and expectations of all parties involved to ensure a meaningful and successful internship experience for the Intern.

1. **PERIOD**

The internship shall commence on **[START DATE OF INTERNSHIP]** and conclude no later than **[END DATE OF INTERNSHIP].** The total duration of the internship will consist of **[NUMBER OF HOURS AGREED WITH THE STUDENT],** as agreed upon by all parties involved.

All parties acknowledge and agree that the internship period and the number of hours specified herein are subject to compliance with relevant academic requirements and applicable laws and regulations governing internship programs.

1. **DETAILED DESCRIPTION OF ROLES AND RESPONSIBILITIES**

**The following are the roles of the HTE under this agreement -**

1. The **HTE** shall provide free, relevant instruction, exposure, and training to the **INTERNS,** consistent with its policies, rules, and regulations, and the established and attached Internship Plan. The **HTE** shall treat the **INTERNS** in a professional manner and ensure that during the course of training, the **INTERNS** is not exposed to any form of harassment, unethical practices, or tasks and work assignments that are unreasonably risky, dangerous, or unrelated to the purposes of the Internship Plan.
2. The **HTE** shall assign a designated HTE Internship Supervisor who will provide the necessary training to the INTERNS and give timely feedback through weekly evaluation forms.
3. The **HTE** shall reimburse any reasonable out-of-pocket expenses incurred by the **INTERNS** for off-company assignments, subject to the reimbursement and liquidation policies of the **HTE.**
4. The **HTE** will complete the respective evaluation forms required by the University and issue a Certificate of Completion to the **INTERNS** within seven (7) working days after the completion of the training.
5. The **HTE** shall ensure that the **INTERNS** is provided with all necessary tools required to carry out their tasks, as specified in the Internship Plan. If the HTE cannot provide some or any of the tools, it must notify the **INTERNS** and make appropriate arrangements.
6. The **HTE** shall ensure that the **INTERNS** is provided with all necessary personal protective equipment (PPE) required to safely perform their tasks, as specified in the Internship Plan. This includes, but is not limited to, hard hats, safety goggles, gloves, face masks, protective clothing, and any other special protective gear relevant to the internship activities. If the HTE cannot provide some or any of the PPE, it must notify the **INTERNS** and make appropriate arrangements to ensure their safety.
7. The **HTE** shall ensure that the **INTERNS** works no more than eight (8) hours per day. Work on Sundays is strictly prohibited.
8. The **HTE** must provide a work environment in which the INTERNS is protected from bullying, sexual harassment, or any other incidents that may compromise their safety, health, and dignity. The HTE must take all necessary measures to maintain a professional and respectful workplace for the INTERNS.

**The following are the role of the INTERNS under this agreement –**

1. The **INTERNS** shall fulfill **[NUMBER OF HOURS AGREED WITH THE COMPANY]** hours of internship with the Company. The **INTERN** shall complete tasks specified in the internship plan provided by the Company and approved by the OJT Coordinator.
2. The **INTERNS** shall abide by the administrative policies, rules, and standards of the **HTE** and the University of Science and Technology of Southern Philippines as outlined in the University Student Handbook.
3. The **INTERNS** shall accomplish assigned tasks to the best of their abilities and in accordance with the *Internship Plan* set forth by **OJT COORDINATOR** and the **HTE.**
4. The **INTERNS** shall complete the agreed scope of work within the agreed duration of the Program.
5. The **INTERNS** shall report for training on time and promptly accomplish assigned tasks or assignments to the best of their ability, considering their expected skill and knowledge of the subject matter.
6. The **INTERNS** hereby renounces and waives any claim against the **HTE and/or University** for any injury or loss that they may sustain or suffer, whether personal or pecuniary, in the performance of their duties and functions while under training, unless such injury or loss is attributable to the negligence or fault of any employees, officers, or personnel of the **HTE and/or University.**
7. The **INTERNS** shall maintain a high standard of professional conduct, including respecting confidentiality agreements and upholding the integrity and reputation of the **HTE** and the University of Science and Technology of Southern Philippines.

**The following are the roles of the OJT COORDINATOR under this agreement –**

1. The **OJT COORDINATOR** shall collaborate with the **HTE** to develop and approve the *Internship Plan,* ensuring that it aligns with the academic requirements and learning objectives of the University of Science and Technology of Southern Philippines.
2. The **OJT COORDINATOR** shall regularly monitor the progress of the **INTERN** throughout the internship period. This includes maintaining communication with both the **INTERN** and the **HTE** to provide support and address any issues or concerns that may arise.
3. The **OJT COORDINATOR** shall coordinate the evaluation process, ensuring that the **HTE** completes the necessary evaluation forms. The **OJT COORDINATOR** will also provide feedback to the **INTERN** based on these evaluations to help improve their performance and learning experience.
4. The **OJT COORDINATOR** shall ensure that all parties comply with the policies, rules, and standards of the University of Science and Technology of Southern Philippines. This includes ensuring that the **INTERN** submits all required documentation, such as the Parent's/Guardian's Consent Waiver, before the start of the internship.
5. The **OJT COORDINATOR** shall act as a mediator in resolving any conflicts or misunderstandings that may arise between the **INTERN** and the **HTE**, ensuring a smooth and productive internship experience.
6. The **OJT COORDINATOR** shall conduct a final assessment of the **INTERN's** performance at the conclusion of the internship, integrating feedback from the **HTE** and evaluating the **INTERN's** overall learning and development during the internship period.
7. The **OJT COORDINATOR** shall ensure that the **INTERN** receives their Certificate of Completion from the **HTE** within seven (7) working days after the completion of the training, verifying that all requirements have been met.
8. The **OJT COORDINATOR** shall serve as the primary liaison between the University, the **INTERN**, and the **HTE**, facilitating communication and coordination to support the successful execution of the internship program.

**The following are the roles of the PARENTS AND LEGAL GUARDIANS under this agreement –**

1. The **PARENTS/GUARDIANS** grants permission for their respective INTERNS to participate in the internship program;
2. The **PARENTS/GUARDIANS** acknowledge that the internship program is an academic requirement and agree to encourage their respective INTERNS to adhere to the rules and expectations of the HTE and the University.

**To further ensure the welfare of** the **INTERNS and the HTE, the following provisions are to be adopted:**

1. The **INTERNS** shall report for work at the HTE's business address from 8:00 AM to 5:00 PM inclusive of a one (1) hour break/lunch time and reasonable morning/afternoon break times not exceeding fifteen (15) minutes each.
2. The **HTE** is not obliged to employ the **INTERNS** upon completion of the training. However, the **HTE**, upon consultation with the University of Science and Technology of Southern Philippines, may invite qualified students to submit themselves to examinations, interviews, and file pertinent documents in support of their application.
3. This Contract shall not, in any way, constitute an employee-employer relationship between the **HTE** and the **INTERNS**
4. If the **INTERNS** materially violates any company policy, the **HTE** shall have the right to terminate the Internship Plan, after due process, by serving a written notice to the University of Science and Technology of Southern Philippines.
5. The **INTERNS** shall be personally responsible for any and all liabilities arising from their gross negligence in the performance of their duties and functions while under training with the **HTE.**
6. The **Parties** shall not divulge any confidential information that they may have access to during the internship. Any such information will only be used for academic purposes.
7. The **INTERNSS** shall be personally responsible for any and all liabilities, injuries to themselves, or damages to property or persons attributable to their own fault or negligence while in the course of their training. The **INTERNS** shall hold the HTE and the University of Science and Technology of Southern Philippines free and harmless from any demand, claim, or complaint arising from this training agreement, except in cases of gross negligence, malicious acts, or criminal acts by any officers, employees, or agents of the **HTE.**
8. Should any provision of this Contract be rendered void, illegal, or unenforceable by any law to which it is subject, it shall be rendered void, illegal, or unenforceable only to that extent and not further. The invalidity or unenforceability of any provision of this Contract shall not affect or impair other provisions that are valid, binding, and enforceable.
9. Intellectual property shall include any property defined as such by the Intellectual Property Code of the Philippines (RA 8293).
10. Any intellectual property owned by each of the **Parties** prior to this Contract shall continue to be solely and exclusively owned by them, respectively. The **INTERNS** shall not disclose any confidential information or data of the **HTE** for purposes of study or research without the express approval of the **HTE.**
11. Any intellectual property independently created by the **INTERNS** while away from the premises of the University of Science and Technology of Southern Philippines and the **HTE** during the period covered by the internship plan shall exclusively pertain to the **INTERNS.** Should the **HTE** provide financial support for the creation of such intellectual property, the ownership shall be subject to a separate agreement.
12. In case the **INTERNS** jointly creates intellectual property with a person connected with the **HTE,** the intellectual property shall belong in proportion to the actual contribution made by each party.
13. **PLACE OF ASSIGNMENT**

The **INTERNS** will be deployed at **[INSERT SPECIFIC LOCATION OR DEPARTMENT].** The mode of work shall be **[INSERT WORK MODE: Face-to-Face (F2F) / Hybrid],** as agreed upon by all parties.

The **HTE** shall ensure that the specified place of assignment is equipped with the necessary resources and facilities to support the effective execution of the **INTERN's** duties as outlined in the *Internship Plan*. Additionally, if the work mode includes hybrid arrangements, the **HTE** shall provide clear guidelines and necessary support for remote work components.

1. **INTERNSHIP PLAN**

The Internship Plan contains the outlined goals and objectives, knowledge, skills, and competencies that the **INTERN** should acquire in each training area, assignment, and schedule of activities, among others, in their deployment at the HTE. The Internship Plan is attached as Annex “A” in this Contract.

1. **COMPENSATION AND BENEFITS**

The HTE will not provide any compensation or benefits to the Intern for the duration of the internship. This includes, but is not limited to, allowance, lodging, duty meals, uniforms, and insurance. The Intern acknowledges and agrees that the internship is an unpaid educational experience designed to fulfill academic requirements and gain practical work experience.

[IF ANY, PLEASE SPECIFY TERMS AGREED WITH THE STUDENT]

Under this section, the following provisions may be included among others:

1. Allowance

2. Lodging

3. Duty Meals

4. Uniform

5. Insurance

1. **CONFIDENTIALITY**

It is expressly understood by the **INTERN** that all information related to technology, manufacturing processes, process standards, quality assurance methodologies, quality standards, production capabilities, raw materials purchasing, marketing, finance, and all other related documents, manuals, and operational or technical matters made available by the **HTE** shall be used solely for the purpose of performing tasks under the internship program. All information gathered by the **INTERN** regarding the operations and business matters of the **HTE** is classified as confidential and proprietary to the **HTE**. The **INTERN** undertakes to prevent the transfer of such information by any means, whether consciously or unconsciously, to any party outside of the **HTE** without the **HTE's** knowledge and written consent. During the course of the internship, certain trade secrets of the **HTE** may be disclosed to the **INTERN**, which may include but are not limited to technical information such as methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, and research projects, as well as business information such as customer lists, pricing data, sources of supply, financial data, marketing, production, or merchandising systems or plans. During, or at any time after the termination of the internship, the **INTERN** shall not use or disclose to others, including future employers, any trade secrets, confidential information, or any other proprietary data of the HTE. Upon termination of the internship program, the Intern shall return to the **HTE** all documents and property of the **HTE**, including but not limited to reports, manuals, correspondence, customer lists, computer programs, and all other materials and copies thereof relating in any way to the **HTE's** business, or obtained during the course of the internship. The **INTERN** renounces and waives any claim against the **HTE** for any injury or loss thatthe **INTERN** may sustain or suffer, personal or pecuniary, in the performance of their duties and functions while under training, unless such injury or loss is attributable to the negligence or fault of any of the employees, officers, or personnel of the **HTE.**

1. **DISPUTE RESOLUTION, GOVERNING LAW, AND VENUE OF ACTIONS**

Any and all disputes arising out of or relating to this Contract 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 Contract 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 Contract will be in the proper courts of the City of Cagayan de Oro to the exclusion of all other courts or tribunals.

1. **SIGNATURES OF PARTIES’ PRINCIPALS**

|  |  |  |
| --- | --- | --- |
| **STUDENTS/INTERNS:**  Signature Over Printed Name  Student ID No.:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature Over Printed Name  Student ID No.  Xxxx continue as may be necessary  **PARENTS/GUARDIANS:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Signature Over Printed Name  (Valid ID & No.)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature Over Printed Name  (Valid ID & No.) | **OJT COORDINATOR:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature Over Printed Name  **PRC ID No.** | **HEI COLLEGE DEAN:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Signature Over Printed Name  PRC ID No.  **HTE REPRESENTATIVE:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature Over Printed Name  Company/Valid ID No. |

**ACKNOWLEDGEMENT**

**BEFORE ME,** a Notary Public for and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines personally appeared the following persons on \_\_\_\_\_\_\_\_\_\_\_\_\_ who presented to me their component proof of identities as follows:

**Name Proof of Identity Issued at / Valid until**

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

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 *Internship Contract* consisting of **SIX (6) 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 2024

**Annex “A”**

**Internship Plan**

**For the Internship Program**

**This Internship Plan outlines the goals, objectives, responsibilities, and activities that will guide the internship experience for student interns under the [Program/Course] of the University of Science and Technology of Southern Philippines.**

|  |  |
| --- | --- |
| **Name of Student** |  |
| **Program** |  |
| **Industry Name and Office location** |  |
| **Required number of hours** |  |
| **Department Assigned** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Competencies/ Skills**  (Insert identified competencies/technical skills/topics from syllabus to be applied in OJT To Be filled by **OJT Coordinator**) | **Operative Definition**  (Insert respective definition of competency/skill in context. To be Filled by **OJT Coordinator)** | **Tasks/ Immersion Plan Rotations/Projects**  (Insert proposed work load/task/area exposure in the workplace for the duration of the OJT period. **To be filled by OJT Coordinator )** | **Purpose / Expected Outcomes**  (Insert proposed purpose / expected outcomes for the identified task/deliverables/projects. **To be filled by OJT Coordinator )** |
| **Technical Skills** |  |  |  |
| Web Development | Able to create company websites, layout, design, write code, and do usability testing | * Assist in creation of websites * Do graphic Design |  |
| Programming | Design applications by writing codes to perform specific functions | * <Insert Tasks> |  |
| Technical Support | Provide technical assistance to clients (e.g troubleshooting) | * <Insert Tasks> |  |
| Add as required… |  |  |  |

**EVALUATION AND FEEDBACK MECHANISM**

* **The USTP-provided evaluation forms given to the HTE after the Internship Duration will assess the intern's overall performance in the following areas.**
* **A scheduled visitation by the OJT Coordinator may occur around the midpoint of the internship to verify the intern's progress and the alignment of the internship experience with the Internship Plan. The OJT Coordinator may also conduct unscheduled visits as needed to address urgent concerns or verify compliance with program objectives.**

### Expected Outputs and Certification

* **Upon successful completion of the internship, the intern will receive:**
  + **A Certificate of Completion from the HTE.**

**Prepared by: Understood by: Reviewed and Agreed by:**

**\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OJT Coor. Student Representative HTE Representative**

**Annex “B”**

**<Attached Copy of MOA - please ask CCIRO for a copy>**