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| IMG_256 | **EASTERN VISAYAS STATE UNIVERSITY**  Tacloban City | | |
| Title of Form: **Student Internship Contract (On-the-Job Training/Student Internship Contract Program)** | Control No. | EVSU-IEA-F-032 |
| Revision No. | 01 |
| Date | May 05, 2023 |

**STUDENT INTERNSHIP CONTRACT**

On-the-Job Training/Student Internship Program

between

**OFFICE ADMINISTRATION PROGRAM**

Eastern Visayas State University

and

**NATIONAL IRRIGATION ADMINISTRATION (NIA)**

**BILIRAN - LEYTE DEL NORTE – DEL SUR IMO**

NIA road Marasbaras, Tacloban City

**KNOW ALL MEN BY THESE PRESENTS:**

This Student Internship Agreement entered this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 20\_\_\_, in the City of Tacloban, Philippines by and between.

The **EASTERN VISAYAS STATE UNIVERSITY,** a state university created by Republic Act 9311 represented herein by **DR. GERALD JAYSON B. BALANGA** in his capacity as **OIC CAMPUS ADMINISTRATOR**, with office address at Barangay Combis, Dulag Leyte, 6505 Philippines, hereinafter referred to as “EVSU”,

-and –

**NATIONAL IRRIGATION ADMINISTRATION (NIA) BILIRAN - LEYTE DEL NORTE – DEL SUR IMO**, a duly recognized entity existing under the laws of the Republic of the Philippines, with office address at NIA road Marasbaras, Tacloban City*,* duly represented herein by the **Division Manager ENGR. CONRADO M. SAMSON,** herein referred after to as “**HTE**” (Host Training Establishment), **student interns** with their PDS hereto attached and **DR. SUANIE T. LLEGO** and **HANNAH MAE A. NOBE,** OJT Program Coordinator.

**WITNESSETH:**

**WHEREAS,** the **EVSU**, in pursuit of the achievement of its mission and institutional outcomes and in compliance with the program/curriculum requirements, needs to expose the students to the different industries or reputable HTEs to be able to practice their formal learning with practical knowledge, skills, and desirable attitudes in order for them to become more responsive to the future demands of the labor market;

**WHEREAS,** the HTE is committed to the improvement of the economic and social well-being of the country and its population;

**WHEREAS,** the **HTE** through its magnanimous disposition will provide extension services in terms of accepting on-the-job trainees/student interns;

**NOW, THEREFORE,** for and in consideration of the foregoing premises, the **HTE** hereby agrees to support and assist **EVSU** in its academic requirements and use its facilities and equipment, as well as the professional services of its staff for the OJT program of students under the terms and conditions herein stipulated:

1. **DUTIES AND RESPONSIBILITIES**

**A.1. EVSU, DULAG CAMPUS**

1. Identify and recommend qualified students to undergo on-the-job training at the **HTE** for its operation and facilities that will enhance and upgrade the student’s capabilities;
2. Assume full responsibility over the students during his/her internship period;
3. Formulate university internship policies and guidelines on selection, placement monitoring and assessment of student interns;
4. Select **HTEs** and ensure acceptability of internship plan and internship venues in order to protect student interns’ interest;
5. Develop in collaboration with the duly selected **HTE** an internship plan for the student intern specifying goals and objectives;
6. Ensures that the student intern will acquire actual and relevant competencies in each learning area, assignments, and schedule of activities. The internship plan shall be part of the internship contract signed by the student intern and **HTE;**
7. Provide free medical and dental services and certification by a duly licensed medical doctor and dentist to the student interns;
8. Require the student intern to get appropriate insurance coverage to include travel, medical, and health during the duration of the internship agreement;
9. Assign an OJT/SIPP Coordinator for the student internship program. For this purpose, the OJT/SIPP Coordinators of the BSOA program are **DR. SUANIE T. LLEGO** and **MS. HANNAH MAE A. NOBE**.
10. Conduct pre-internship orientation/training for student interns, as a pre-requisite to their deployment to internship venues, on work environment issues, including but not limited to, proper work ethics and laws against sexual harassment;
11. Safeguard student interns from harassment, exploitation, deplorable training conditions, and such other conditions that contravene or defeat the purpose of the internship;
12. Take appropriate action on any complaint against the student traineein accordance with the university’s policies;
13. Conduct initial and regular visits/inspection of the HTE to ensure the safety of the student interns;
14. Monitor and evaluate the performance of the student intern in accordance with the university’s policies;
15. Conduct monitoring and evaluation of the HTE to gauge the overall performance of the HTE and provide feedback mechanism;
16. Conduct a post-training review and evaluation of the program and performance as well as with the partner **HTE**;
17. Evaluate and assess related prior training experience and provide credits for internship, when applicable; and
18. Issue a final grade to the student intern upon completion of the requirements with the prescribed period in accordance with the university’s regulations on grading system and performance assessment of the HTE;

**A.2 ON THE JOB TRAINING (OJT)/SIPP COORDINATOR**

1. Coordinate with the Head and Dean for the purpose of internship orientation;
2. Provide pre-internship orientation prior to deployment to internship venues including among others, work ethics and anti-sexual harassment laws as pre-requirement.
3. Inspect internship venues and sites regularly;
4. Deploy student interns to selected **HTE** in coordination with the Head and Dean;
5. Monitor and assess student interns periodically.
6. Coach or mentor student interns;
7. Consult and assist student interns in resolving problems/issues encountered; and
8. Validate the result of the internship of students per batch, at the end of the internship period.

**A.3. STUDENT INTERN**

1. Sign all the required documents necessary for his/her participation in the internship program, including the acceptance letter and internship contract;
2. Comply with the provisions of this internship contract including the rules and regulations of **EVSU, HTE**, and the Commission on Higher Education at all times;
3. Undergo the required orientation/ internship program conducted by EVSU and HTE;
4. Report for internship in the **HTE** based on the schedule indicated in the internship contract;
5. Performs tasks and activities indicated in the internship plan;
6. 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. Adhere to the existing rules and regulations of the **HTE** including the proper use of tools, instrument machines, and equipment.
8. Submit a monthly learning journal as required by the **HTE** reflecting on the approved internship plan, his/her experiences describing the internship activities, any problem(s) encountered, and his or her reflections on the internship experience to the OJT Coordinator.
9. Complete the agreed duration of his/her internship. In case he/she will be unable to finish his/her internship within the regular or designated period/ he/she shall inform the OJT coordinator in writing of his/her intent and reasons to prematurely end his/her internship, at least three (3) working days before his/her last day of internship. Failure to complete the internship program without valid cause disqualifies the student intern from retaking the program with the HTE, and

1. Report to the OJT Coordinator for an exit assessment after the completion of the internship period.

**A.4. HOST TRAINING ESTABLISHMENT**

* + - 1. Designs and implements the internship plan with the **EVSU Dulag Campus.**
      2. Encourages student interns to develop their personality and professionalism and to the extent possible protect them from physical and moral danger;
      3. Assigns a point/focal person responsible for the implementation of all phases of the internship;
      4. Orients student intern/s on the standards, rules, and regulations of their establishment before signing the contract;
      5. Enters an internship contract with the student intern;
      6. Facilitates the processing of documents of the student intern in coordination with **EVSU** through the OJT Coordinator;
      7. Provides practical training on work experience in accordance with the agreed internship plan and schedule of activities;
      8. Ensures that the student interns do not perform tasks and duties of regular positions;
      9. Provides supervised applied learning experience for student interns in accordance with the agreed internship plan and schedule of activities;
      10. Develops a feedback mechanism for the student intern;
      11. Develops a feedback mechanism to **EVSU** through the OJT Coordinator for the overall implementation of the internship and the student performance;
      12. Provide monitoring and evaluation reports or other information on the student intern’s performance as maybe required by **EVSU**;
      13. Make available, accurate, and current records, provide access to **EVSU** of such breach of contract or misconduct in the internship premises prior to **HTE’s decision** to suspend or terminate the contract; and
      14. Issues Certificate of Completion for the student intern not later than two (2) weeks after the completion of the internship.

1. **EVENTS OF DEFAULT**

**EVSU** reserves the right to blacklist the **HTE** as Host Training Establishment for its student interns based on the following grounds:

* 1. Violations of any provisions of this MOA and CHEd CMO No. 104, s. 2017;
  2. Changing provisions of the signed internship contract without the consent of the student intern and **EVSU;**
  3. Non-compliance with the prescribed internship plan;
  4. Placing students in internship venues that degrade, debase, or demean the intrinsic worth and dignity of the student intern as a human being;
  5. Withholding practicum reports of student interns without just cause; and
  6. Such other acts similar analogous to the foregoing and activities classified as human trafficking under RA 9208 and such other issuances that is in violation of the provisions herein.

**Violations of Student Interns**

1. Any act of gambling, theft, and other similar illegal acts;
2. Submitting forged or fraudulent documents;
3. Any act in violation of **HTE** rules and regulations in accordance with the internship program; and
4. Any act in violation of the laws of the Republic of the Philippines.
5. **EXCLUSION OF PARTNERSHIP**

The parties hereto expressly agree that nothing contained or implied in the AGREEMENT shall constitute a partnership or joint venture within the parties hereto or any of them do not constitute nor be deemed to constitute any party as an affiliate to any party for any purpose whatsoever.

1. **NOTICES AND GENERAL MATTERS**

Notices under the AGREEMENT may be delivered by hand, register mail (which shall be airmailed if possible) or facsimile number, and email address specified below:

(First Party)

**EASTERN VISAYAS STATE UNIVERSITY**

Arch. Lino R. Gonzaga Avenue, Tacloban City 6500 Philippines

Telefax No. +63 (53) 321 – 10 – 04

Email Address:

(Second Party)

-and –

**NATIONAL IRRIGATION ADMINISTRATION (NIA)**

**BILIRAN - LEYTE DEL NORTE – DEL SUR IMO**

NIA road Marasbaras, Tacloban City

Telefax No. +63 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address:

1. **SEVERANCE**

If any provisions of the AGREEMENT or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal, or not enforceable only to that extent and no further.

1. **CONFIDENTIALITY**

The AGREEMENT as well as its terms and conditions herein shall be held in strict confidence and that no portion or part hereof may be reproduced or be revealed to any personal or entity other than the signatories herein or their authorized representative/s.

1. **SEPARABILITY**

The invalidity or unenforceability of any provision of the AGREEMENT shall not affect or impair other provisions that are otherwise valid, binding, and effective.

1. **GOVERNING LAW AND ARBITRATION**

The AGREEMENT shall be governed by and construed according to the laws of the Republic of the Philippines.

1. **ENTIRE AGREEMENT**

The AGREEMENT constitutes the entire agreement between the parties, their successors, and assignees. Any and all matters or things that the parties may have agreed to but have not reduced in writing herein shall be void and ineffective.

1. **DURATION**

This AGREEMENT shall take upon signing by the parties and shall remain in full force for two (2) years, unless sooner terminated by mutual consent of the same parties.

**IN WITNESS WHEREOF**, thepartieshereof have signed this Agreement on the\_\_\_\_\_\_ **day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ in the City of Tacloban, Philippines.**

**EASTERN VISAYAS STATE UNIVERSITY NATIONAL IRRIGATION ADMINISTRATION**

(First Party) **BILIRAN-LEYTE DEL NORTE–DEL SUR IMO**

(Second Party)

**GERALD JAYSON B. BALANGA, PhD. ENGR. CONRADO M. SAMSON**

OIC Campus Administrator Division Manager

**MA. ISABELLE CHRISTINE M. TESTON GENNA M. TESTON**

Student Intern Parent/Legal /Guardian

**SIGNED IN THE PRESENCE OF:**

**SUANIE T. LLEGO, DM DARYL BROSAS**

OJT Program Coordinator Internalization & External Affairs Coordinator

**HANNAH MAE A. NOBE**

OJT Program Coordinator

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)

) S. S.

**SUBSCRIBED AND SWORN** to before me, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines. The parties exhibited to me their proof of identification as follows:

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