**MEMORANDUM OF AGREEMENT FOR WORK IMMERSION**

**PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

**ISABELA STATE UNIVERSITY- ECHAGUE MAIN CAMPUS** a duly recognized and authorized Higher Educational Institution with office address at San Fabian, Echague Isabela represented by its **College Dean, EVA U. CAMMAYO, Ph.D**., hereinafter referred to as “**FIRST PARTY”;**

-and-

**NATIONAL IRRIGATION ADMINISTRATION-MAGAT RIVER INTEGRATED IRRIGATION SYSTEM DAM AND RESERVOIR DIVISION (DRD)**, a Government Owned and Controlled Corporation (GOCC) under R. A. 3601, as amended by PD 552 with office address in Ambatali, Ramon, Isabela, duly represented by its Division Manager A, **ENGR. CARLO C. ABLAN**, hereinafter referred to as the **“SECOND PARTY”.**

WITNESSETH

**WHEREAS**, the FIRST PARTY, in line with its mission to promote effective engineering education through linkages with the government agencies, non-government organizations, private companies and non-profit organizations thereby providing engineering students exposure to the real-world situations enabling them to experience what they learn inside the four walls of the classroom, has instituted an on-the-job training for its students in the College of Business Administration, Accountancy And Public Administration;

**WHEREAS**, the SECOND PARTY, in its effort to enhance the engineering education and training in schools by exposing and providing the students with hands-on experience in engineering and engineering-related works, has willingly shared its facilities to the practicum students of Isabela State University-Echague Main Campus;

**NOW, THEREFORE,** for its consideration of the foregoing premises, the PARTIES do hereby agree to stipulate the following:

1. The FIRST PARTY shall:
2. Recommend students who will undergo on-the-job training;
3. Supervise the student-trainees and monitor their performance and attendance during the practicum period;
4. Adopt and enforce policies, rules, and guidelines that will govern the practicum of students; and
5. Abide by the SECOND PARTY’s rules and guidelines for the on-the-job training.
6. The SECOND PARTY shall:
7. Determine the number of slots for the on-the-job training and deploy the student-trainees to the appropriate operating areas of the organization;
8. Assign personnel to take charge and supervise the student-trainees;
9. Abide by the policies, procedures and guidelines for the FIRST PARTY governing the practicum of the students;
10. Accomplish the necessary forms required in connection with the training of the students;
11. Issue a certificate of completion to the students who will successfully finish the training; and
12. Adopt and enforce rules that will govern the conduct of the on-the-job training. Such rules shall be made known to the FIRST PARTY and the student trainees before the start of the training.
13. Likewise, under this MEMORANDUM OF AGREEMENT, the following terms and conditions are included, to wit:
14. There will be **no employer-employee relationship** between the SECOND PARTY and the student-trainees;
15. Either party may discontinue the training of any student on reasonable grounds after written notice to the party concerned;
16. The SECOND PARTY shall not be held responsible for any untoward incident that may occur within its premises beyond its control during the practicum period;
17. The SECOND PARTY is **not obliged to give** monetary benefits like salaries/wages, snacks, meals, gift, etc.

**CONFIDENTIALITY AND WAIVER**

1. It is expressly understood by the Student 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 NIA-MARIIS- DAM AND RESERVOIR DIVISION 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 on the operations and management of the NIA-MARIIS- DAM AND RESERVOIR DIVISION are classified as confidential in nature and proprietary to the NIA-MARIIS- DAM AND RESERVOIR DIVISION. The Student hereby undertakes to prevent the transfer of such information by any of its members, consciously or unconsciously, to any party outside of the NIA-MARIIS without the latter’s knowledge and written consent.

3. During training, certain information about the NIA-MARIIS- DAM AND RESERVOIR DIVISION may be disclosed to the Student. However, confidential documents or information, or any other similar data of the NIA-MARIIS- DAM AND RESERVOIR DIVISION shall not be used, or disclosed to others, including future employees; and

4. That upon the termination of the Internship from the NIA-MARIIS- DAM AND RESERVOIR DIVISION, the Student shall return to the NIA-MARIIS- DAM AND RESERVOIR DIVISION all documents and property of the said agency, and all copies thereof relating in any way to the NIA-MARIIS- DAM AND RESERVOIR DIVISION’s operation and management, or in any way obtained during Internship.

**TERMINATION AND ENTIRETY OF THE AGREEMENT**

The Parties shall have the right to pre-terminate the training contemplated by this Agreement by serving a written notice to the other party at least fifteen (15) days prior to the intended date of termination should the Student substantially violates the rules and regulations of NIA-MARIIS-DAM AND RESERVOIR DIVISION, or in cases of serious misconduct of the Student; or when there is any material violation of the foregoing covenants that will warrant the cancellation of this Agreement.

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof. It excludes and supersedes everything that has occurred between the parties, whether written or oral, including all other communication concerning the subject matter. Any amendment hereto shall be mutually agreed upon in writing by the parties.

**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 the City of Cauayan to the exclusion of all other courts or tribunals.

**EFFECTIVITY**

This agreement shall take effect upon signing by both parties and shall remain enforced unless and until terminated and/or modified by mutual consent by the Parties for a valid cause.

**IN WITNESS WHEREOF**, the PARTIES hereto set their hands this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2025 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

**ISABELA STATE UNIVERSITY NATIONAL IRRIGATION**

**ECHAGUE MAIN CAMPUS ADMINISTRATION-MAGAT RIVER**

**INTEGRATED IRRIGATION SYSTEM DAM**

**AND RESRVOIR DIVISION (DRD)**

**By: By:**

**EVA U. CAMMAYO, CPA, Ph.D. ENGR. CARLO C. ABLAN**

Dean, College of Business, Accountancy, and Division Manager A

Public Administration

**SIGNED IN THE PRESENCE OF:**

**DAHLEE S. PASCUA, Ph.D. MANUEL A. AGONOY**

Chairman, BSBA Program Head, Administrative and Finance

Section

**ACKNOWLEDGMENT**

**Republic of the Philippines)**

**Province Of­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Municipality Of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

**Before me,** personally appeared:

|  |  |  |
| --- | --- | --- |
| NAME | IDENTIFICATION DOCUMENT (valid gov’t IDs and not CTC) | DATE/PLACE OF ISSUE |
| **DEAN EVA U. CAMMAYO, CPA, Ph.D.** |  |  |
| **ENGR. CARLO C. ABLAN** | PRC-110641 | May 23, 2008 - Manila |

known to me to be the same persons who executed the foregoing Memorandum of Agreement consisting of \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) pages, including this page on which the Acknowledgment is written and they acknowledge to me that the signatures they affixed confirm their voluntary act and the entities they represent.

**SIGNED AND SEALED** on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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