Memorandum of Agreement

Immersion/ Practicum/ Internship/ Immersion Program

THE PUBLIC IS INFORMED:

This **MEMORANDUM OF AGREEMENT** entered into by and between:

The **UNIVERSITY OF CAMARINES NORTE** *(formerly Camarines Norte State College)* a public higher educational institution created by virtue of Republic Act No. 11399, with principal address at F. Pimentel Avenue, Brgy. II, Daet and external campuses in Abaño, Mercedes, Labo, Jose Panganiban, and Entienza, all in the Province of Camarines Norte, represented by its SUC President III, **ATTY. RYAN L. ESTEVEZ, DPA,** hereinafter referred to as **"UCN"**,

and

The **(NAME OF PARTNER AGENCY/ INSTITUTION)**, a private/ government institution located at address, represented herein by its position**, NAME OF REPRESENTATIVE**, hereinafter referred to as the "**HOST TRAINING ESTABLISHMENT/ HTE**"

(**UCN** and **HTE** may be referred to
individually as "**PARTY**" and collectively as "**PARTIES**")

WITNESSETH:

WHEREAS, the **UCN**, a premiere higher educational institution that enable transformative and inclusive learning experiences, has policy on the Internship Training Program following the CHED Memorandum Order No. 104 s. 2017 or the Revised Guidelines for Student Internship in the Philippines for All Programs;

WHEREAS, through the academic units - College of Arts and Sciences (CAS), College of Business and Public Administration (CBPA), College of Engineering (CoEng), College of Computing and Multimedia Studies (CCMS), College of Education (CoEd), College of Fisheries, Aquatic, and Technology (CFAST), College of Agriculture and Natural Resources (CANR), College of Trades and Technology (CoTT), and Entienza Campus is mandated by the Commission on Higher Education (CHED) to implement an On-the-Job Training (OJT) program as an integral part of its academic curricula to provide students with practical training and industry-based learning experiences;

WHEREAS, in order to provide its students a transformative and inclusive learning experiences, **UCN** facilitates practical exposure of student interns to gain related learning experiences and opportunities to become better professionals of global standards through On-the-Job Training/ Practicum/ Internship/ Immersion Program to different partner agencies;

WHEREAS, such On-the-Job Training/ Practicum/ Internship/ Immersion Program is included in the curriculum which passed the standards of the Commission on Higher Education and has been duly approved for implementation by the **UCN** Board of Regents;

WHEREAS, qualified students are required to undergo On-the-Job Training/ Practicum/ Internship/ Immersion Program in order to provide themselves with opportunities to apply relevant knowledge and skills acquired from formal education to actual work settings provided by reputable HTEs in the country, enhance the knowledge and skills acquired in the formal education through employer-based training, develop the values of professionalism and work appreciation including the soft skills necessary to address the demand of the employers, and acquire professional work ethics in the course of internship;

WHEREAS, the **HTE** supports this program and is willing to give the students of the **UCN** course-related work assignments and expose them to actual learning experiences;

NOW, THEREFORE, for in consideration of the foregoing premises, the parties hereby bind themselves to undertake this Agreement under the following terms and conditions:

A. OBLIGATIONS OF THE UCN. Subject to specific roles and responsibilities that the University or academic unit of the student intern may add, the obligations of UCN shall be as follows:

1. Delegate a Student Internship Program of the Philippines (SIPP) Coordinator to organize the on-the-job training/ practicum/ internship/ immersion program operations in coordination with the Training Coordinator of the HTE;

2. Develop an Internship Plan for the student interns specifying objectives, knowledge, and competencies that the student intern should acquire in each learning area, assignment, and/or activity covered by the Internship Plan;

3. Provide the **HTE** with a list of interns to be covered by this MOA for the current semester, which shall be attached as an annex to this Agreement. The deployment of each intern and the corresponding internship period shall be in accordance with the duration requirements prescribed in their approved curriculum; and

4. Take appropriate action on any complaint against the student intern in accordance with its policies. It may unilaterally withdraw the student intern who is found to misbehave and/or act in defiance of existing standards, rules, and regulations of the HTE and impose the necessary sanctions. Further, HTE has the discretion to pull out the student intern if there is an apparent risk and /or exploitation of the rights of the student intern.

B. OBLIGATIONS OF THE HTE. Subject to specific roles and responsibilities that the University or academic unit of the student intern may add, the obligations of HTE shall be as follows:

1. Appoint a Training Coordinator and conduct an orientation on the services and facilities of the HTE and other matters like rules, policies, and standard operating procedures relative to the students training;

2. Provide theoretical as well as experimental learning to the students and expose them to dynamic facets in order to develop the students' ability to integrate theoretical knowledge to actual or hands-on work. It shall treat the

student intern in a professional manner, and shall ensure that the student intern, in the course of the internship, 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 program;

3. Observe the due diligence of a good father of the family in conducting the On-the-Job Training/ Practicum/ Internship/ Immersion Program;

4. Notify and provide, at least thirty (30) working days written notice, to UCN of a student intern's breach of contract or misconduct in the internship premises prior to HTE's decision to suspend or terminate its contract;

5. Evaluate the student intern using forms to be provided by UCN and submit to the HTE's SIPP Coordinator not later than seven (7) working days after the end of internship; and

6. Issue a Certificate of Completion to the student intern within seven (7) working days after the completion of the internship.

C. GENERAL PROVISIONS

1. The duration of the internship shall be in accordance with the number of hours required under the student intern's approved curriculum for each academic year during the validity of this Agreement.

2. The internship shall be for a maximum of eight (8) hours per day, between 8:00 am to 5:00 pm, Mondays to Fridays only.

3. The student intern shall not be subjected to mandatory overtime (OT) nor be required to work during holidays. However, s/he may render overtime if it deems necessary and has agreed to the schedule provided by the HTE.

4. There is no employer-employee relationship between the HTE and the student intern. The student intern shall not be entitled to compensation/benefits accorded to an employee. However, the HTE may grant the student intern a training allowance, if possible, in accordance with the HTE's existing rules and regulations.

5. The HTE is not obliged to employ the student intern upon completion of the internship. The HTE, however, upon consultation with the UCN, may invite qualified students to submit themselves to examinations, interviews, and file pertinent documents in support of their application.

6. The HTE shall not be liable for any and against all claims, liabilities and demands causes of actions of every kind of character, on account of bodily injury, death or damage of property, arising from or in connection with the student's performance under this agreement, unless the proximate cause of such injury or death or damage of property was due to the HTE's negligence in the performance of its obligations under this agreement.

D. OTHER STIPULATIONS

1. **Term, Pre-termination, and Renewal.** This agreement shall take effect upon its signing by the parties and will be valid for a period of _____ years, unless earlier revised, amended, modified, or terminated upon such grounds mutually agreed upon with at least thirty (30) days prior notice to either party. The _____-year period shall be applicable to cover other prospective student interns who may likewise be required to undergo an internship with the HTE during the effectivity of this agreement. Any renewal of this agreement shall be through the mutual written consent of both parties.

2. **Intellectual Property Rights.** Any intellectual property that may accrue, be created, or generated from the undertaking shall be governed by the Intellectual Property Code, as amended, its implementing rules and regulations, and issuances of the Intellectual Property Office of the Philippines as well as the policies and procedure on Intellectual Property of UCN.

3. **Dispute Resolution and Venue.** The Parties manifest that they will meet and confer within sixty (60) days from receipt of notice for the purpose of exploring all avenues to amicably settle whatever dispute, controversy, claim or issue that may arise in connection with any of the terms and conditions of this agreement. No legal action may be instituted unless the negotiation has failed or been waived by both Parties. Any such suit shall only be filed in the appropriate court of Daet, Camarines Norte. The parties may, however, settle the matter between themselves at any time before final judgment.

4. **Data Privacy**. Both parties must maintain strict confidentiality at all times of the personal data gathered, adhering to the Data Privacy Act of 2012, its implementing rules and regulations and other pertinent issuances by the National Privacy Commissions as well as the UCN Data Privacy and the Management Information System Manual of Operation. (BOT Res. No. 41 s. 2023). Confidentiality obligations persist even after the termination of this agreement.

5. **Confidentiality/non-disclosure.** The parties shall hold in strict confidentiality any data or information which they may obtain during the course of this agreement in relation to its preparation, negotiation, and execution. No disclosure, to any person, natural or juridical, is permitted without prior consent. The same prohibition on disclosure and condition for disclosure shall apply even after the termination of this agreement.

   It is expressly understood by UCN and the student interns that all information on company procedures/processes, and all other related documents, manuals, operational, and technical matters that the HTE shall make available to them shall be used for the sole purpose of student training. All of these matters are classified as confidential in nature and proprietary to the HTE and thereby each student hereby undertakes to prevent transfer of information by any of its members to any person, natural or juridical, outside of the HTE.

IN WITNESS WHEREOF, the **PARTIES** have set their hands and affixed their signatures on this _____ day of _____, 20___, at _____.

UNIVERSITY OF CAMARINES NORTE **HTE ACRONYM:**

ATTY. RYAN L. ESTEVEZ, DPA
SUC President III

NAME OF REPRESENTATIVE
Position

Signed in the presence of:

_____
SIPP Coordinator

_____
Dean, College of _____

ACKNOWLEDGEMENT

Please append an Acknowledgment Page suitable for the document. Kindly see the guidelines.