**MEMORANDUM OF AGREEMENT**

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL School

 ROLANDO F. BONIQUIT II, PTRP, RN MARIA LOURDES L. EVANGELISTA, MD, FPPA

 HCATS Chairperson Medical Center Chief University President Dean

KNOW ALL MEN BY THESE PRESENTS:

 This AGREEMENT made and executed by and between

 **MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL**, a Government Institution herein represented by **MARIA** **LOURDES L. EVANGELISTA MD,FPPA** in her personal capacity as Medical Center Chief, of legal age, Filipino, with residence and postal address of P. Monroe St. Brgy. Poblacion, Mariveles, Bataan hereinafter referred to as the PARTY OF THE FIRST PART;

-AND

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with business and postal address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a duly recognized Institution by the Commission on Higher Education, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred as the PARTY OF THE SECOND PART.

WITNESSETH:

1. That the PARTY OF THE FIRST PART agrees and allows the affiliation and training of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the PARTY OF THE SECOND PART subject to the Policies, Procedures, and Guidelines governing the Affiliation and Training of Students in the Department of Health Hospitals/Rural Health Units and other Health Agencies and that the Chief of the Agency representing the PARTY OF THE FIRST PART shall be responsible and liable to the fullest extent any violation of the Provisions in the **Joint Administrative Order of Department of Health Administrative Order No. 2013-0034 and Commission on Higher Education Memorandum Order No. 35 s. 2013**. Likewise, the PARTY OF THE SECOND PART shall strictly comply with the provisions of the said Joint Administrative Order and any violation thereof shall be a legitimate ground for the cancellation of the contract;
2. WHEREAS, the PARTY OF THE FIRST PART is a Government Hospital wherein the students of health related courses from Accredited Universities / Colleges are rendering their internship;
3. WHEREAS, the PARTY OF THE SECOND PART will send its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to render health care to patients of the PARTY OF THE FIRST PART anytime from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the foregoing premises and consideration of the express stipulations and covenants herein agreed upon, the parties have hereunto agreed to be bound by the following terms and conditions, to wit:

1. That honesty, integrity and courtesy shall always be observed by the students of the PARTY OF THE SECOND PART when rendering services inside the Hospital; any conduct unbecoming of a student shall be dealt with accordingly and may serve as basis to suspend his/her training;
2. That the PARTY OF THE FIRST PART shall not be liable to any harm and damages due to accident or unavoidable circumstances that may occur to students/ Instructors during their training.
3. That the PARTY OF THE FIRST PART shall be the one to determine the schedule of training time and areas of assignment of the students of the PARTY OF THE SECOND PART.
4. That the PARTY OF THE FIRST PART has the right to cancel the existing contract if the PARTY OF THE SECOND PART has not complied with the rules and regulations set forth in this contract and in the event of changes in policies made by the institution.
5. That the PARTY OF THE SECOND PART shall settle the corresponding affiliation fees on the training of their students before the commence of training time to the PARTY OF THE FIRST PART representatives. (Corresponding fees are subject to change)

IN THE WITNESS WHEREOF, the parties have affixed their signatures this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at the Mariveles Mental Wellness and General Hospital, Mariveles, Bataan.

MARIA LOURDES L. EVANGELISTA, MD, FPPA

 Medical Center Chief \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 University President

 (Signature over printed name)

SIGNED IN THE PRESENCE OF:

ROLANDO F. BONIQUIT II, PTRP, RN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 HCATS Chairperson College Director

 (Signature over printed name)

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES

PROVINCE OF BATAAN

CITY OF BALANGA

 BEFORE ME, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Notary Public in and for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with Residence Certificate No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, issued at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and MARIA LOURDES L. EVANGELISTA, MD, FPPA with Residence Certificate No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, issued at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Both know to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and voluntary deed.

 This instrument consisting of two pages, including this page on which this acknowledgement is written has been signed on each and every page thereof by the parties hereof and their witnesses and sealed with the notarial seal.

 IN WITNESS WHEREOF, I hereto set my hand, the day year and place above written.

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SERIES OF \_\_\_\_\_\_\_\_\_\_\_\_\_