

Republic of the Philippines OFFICE OF THE PRESIDENT COMMISSION ON HIGHER EDUCATION



CHED MEMORANDUM ORDER (CMO)

No. <u>22</u> Series of 2013

SUBJECT: REVISED POLICIES, STANDARDS AND GUIDELINES (PSGs) ON STUDENT INTERNSHIP ABROAD PROGRAM (SIAP)

In accordance with the pertinent provisions of RA 7722, otherwise known as the "Higher Education Act of 1994", Republic Act No. 9208, otherwise known as the "Anti-Trafficking in Persons Act of 2003", Republic Act No. 10364, Expanded Anti-Trafficking in Persons Act of 2012, Republic Act No. 7610, otherwise known as "Special Protection of Children Against Abuse, Exploitation and Discrimination Act", Republic Act No. 8042, otherwise known as "Migrant Worker and Overseas Filipinos Act of 1995" and pursuant to Commission en banc Resolution No. 475-2013, dated June 11, 2013, the following guidelines for student internship abroad program for all CHED recognized programs with practicum subject are hereby adopted for the information, guidance and compliance of all concerned.

Article I GUIDING PRINCIPLES

Section 1. The Commission on Higher Education is mandated to develop and promote policies, systems, procedures and programs that address globalization, changing foreign policies, and liberalization of trade in goods and services. CHED encourages and promotes student exchange and strong academic linkage with business and industry in other countries for cross-cultural training and skills enhancement to make students competitive for employment in the Philippines and abroad.

Section 2. The prevalence of the practice of sending tertiary students for training and internship abroad requires that CHED adopt measures to ensure the safety and well-being of these students while providing them with applied learning opportunities and cross-cultural training and skills enhancement in reputable companies and training institutions in various parts of the world.

Section 3. CHED issues these Policies, Standards and Guidelines on Student Internship Abroad Program for students enrolled in public and private Higher Education Institutions (HEIs) with established Internship Abroad Program in recognition of their existing International Linkages and Networking.

Article II DEFINITION OF TERMS

- Accredited Programs refer to programs accredited by recognized bodies.
 - Level II Accredited Programs refers to programs which have a Formal accredited status equivalent to Level II from any of the accrediting agencies recognized by CHED or CHED equivalent.
- Cross-cultural Training refers to training in communication, behavioral and attitudinal skills required for successful interaction with individuals of other culture.
- Foreign Host Establishments or Organizations (FHEs/Os)— refer to duly recognized and registered entities in the country of destination as training venues for student interns.
- Higher Education Institutions (HEIs) refer to educational institutions, private or public, undertaking operations of higher education program/s with an organized group of students pursuing defined studies in higher education, receiving instructions from teachers, usually located in a building or group of buildings in a particular site specifically intended for educational purposes.
- Inter-Agency Council Against Trafficking (IACAT) refers to established council pursuant to R.A. No. 9208, known as the "Anti-Trafficking in Persons Act of 2003" composed of of the Secretary of the Department of Justice as Chairperson and the Secretary of the Department of Social Welfare and Development as Co-Chairperson and shall have the following as members: (a) Secretary, Department of Foreign Affairs; (b) Secretary, Department of Labor and Employment; (c) Administrator, Philippine Overseas Employment Administration; (d) Commissioner, Bureau of Immigration; (e) Director-General, Philippine National Police; (f) Chairperson, National Commission on the Role of Filipino Women; and (g) three (3) representatives from NGOs, who shall be composed of one (1) representative each from among the sectors representing women, Overseas Filipino Workers (OFWs) and children, with a proven record of involvement in the prevention and suppression of trafficking in persons.
- Internship/On-the-job Training (OJT)/Apprenticeship refers to the application
 of classroom learning to actual work such as but not limited to commercial and
 industrial services, government or non-government agencies on the field
 laboratory.
- Meritorious Cases refer to conditions that prevent the students to join the International Internship Abroad Program such as: financial difficulty, medical conditions, legal impediments and similar conditions.
- Parties refer to Higher Education Institutions (HEIs), Foreign Host Establishments
 or Organizations (FHEs/Os) and student-interns involved in the implementation of,
 these guidelines.

- Philippine Foreign Service Post (PFSP) refers to the Philippine Embassy or Philippine Consulate General that has jurisdiction over the territory or place where the Foreign Host Establishments or Organizations are located.
- Practicum refers to the subject of internship/on-the-job training/apprenticeship.
- HEIs Implementing SIAP are those HEIs classified as Autonomous, Deregulated, Center of Excellence (COE) and Center of Development (COD), Institutional Sustainability Assessment (ISA), a Formal accredited status equivalent to Level II from any of the accrediting agencies recognized by CHED or CHED equivalent.
 - Autonomous HEIs refer to HEIs that demonstrate exceptional institutional quality and enhancement through internal QA systems, and demonstrate excellent program outcomes through a high proportion of accredited programs, the presence of Centers of Excellence and/or Development and/or international certification. In particular, they show evidence of outstanding performance consistent with their horizontal type, e.g., research and publications for universities; creative work and relevant extension programs for colleges; and employability or linkages for professional institutes.
 - Center of Development (COD) refers to a designation granted by the Commission on Higher Education in recognition of a unit's evident above average performance in teaching, research and extension functions.
 - Center of Excellence (COE) refers to a designation granted by the Commission on Higher Education in recognition of a unit's exemplary performance in its teaching, research and extension functions.
 - ❖ Deregulated HEIs (by evaluation) refer to HEIs that demonstrate very good institutional quality and enhancement through internal QA systems, and very good program outcomes through a good proportion of accredited programs, the presence of Centers of Excellence and/or Development, and/or international certification. In particular, they show evidence of very good performance consistent with their horizontal type.
 - Institutional Quality is manifested through institutional accreditation, Institutional Sustainability Assessment (ISA), or other evidences in the areas of governance and management, quality of teaching and learning, quality of professional exposure, research, and creative work, support for students, and relations with the community. Furthermore, the maturity of the HEI's internal QA system can be seen in the institutionalization and documentation of systems/processes in the HEI, the extent of implementation of these systems/processes, and the quality outcomes that contribute to program excellence.



- Monitoring and Evaluation (IQuAME) refers to a CHEDestablished mechanism for monitoring and evaluation of the outcomes of the programs, processes, and services of Higher Education Institutions in the key area of quality of teaching and learning as supported by governance and management; support for students; relations with the community; and management of resources.
- Student interns refer to tertiary students enrolled in the Philippine schools duly qualified to undergo internship program.

Article III OBJECTIVES

Section 4. General Objectives

The Program aims to:

- provide tertiary students enrolled in HEIs implementing SIAP the opportunity to acquire practical knowledge, skills, and desirable attitudes in recognized Foreign Host Establishments or Organizations (FHEs/Os) in foreign countries;
- 2. enhance the students' work values, competencies, and discipline as they relate to others in a multicultural work environment;
- 3. promote global competitiveness of students through their training, exposure, and acculturation in a foreign country;
- strengthen and enrich the degree programs in higher education institutions in order to deliver levels of knowledge and skills necessary in a dynamic competitive world; and
- 5. protect and safeguard students undergoing internship abroad from harassment, exploitation, deplorable training conditions and such other conditions that contravene or defeat the purpose of internship.

Article IV SCOPE AND COV ERAGE

Section 5. All internship programs conducted abroad for purposes of completion of the academic degree shall be governed by this CMO.

Only HEIs as defined under Article II are allowed to conduct internship abroad for CHED recognized programs with practicum subject in their curriculum. These HEIs are classified as Autonomous, Deregulated, Center of Excellence (COE) and Center of Development (COD), Institutional Sustainability Assessment (ISA), or with a Formal accredited status



equivalent to Level II from any of the accrediting agencies recognized by CHED or CHED equivalent.

The said internship abroad program is voluntary in nature on the part of the students nothwithstanding that the curriculum requires international practicum. In such an event and upon meritorious cases, the affected student may opt to undergo local practicum instead or such other acceptable alternate activities.

Programs under the cultural exchanges, international linkages and extension services are not covered by this CMO.

Article V IMPLEMENTING GUIDELINES

Section 6. Requirements for Parties Involved

6.1 Higher Education Institutions (HEIs)

- .1 must have accreditation Level II of the program, Autonomous, Deregulated, COE, COD or with ISA classification, Category A & B;
- .2 practicum subject/s must form part of the requirements in the duly noted/approved curriculum;
- .3 must have an internship unit/office with a designated faculty member or any authorized Internship Coordinator to manage the program; and
- .4 must have a system and processes for the implementation of this internship abroad program.

6.2 Foreign Host Establishments or Organizations (FHE/Os)

- .1 must be duly recognized, And registered in the country where the student will have his/her internship;
- .2 establishments or organizations engaged in the following shall be prohibited from participating in the SIAP:
 - a. primarily engaged in the operation of: (1) night clubs; (2) saunas;
 (3) commissary; (4) disco; (5) karaoke bars; (6) spa; (7) casinos, and the like;
 - b. whose nature of business is hazardous to student trainees as identified by the Department of Labor and Employment (DOLE); and
 - c. establishments and enterprises which promote or facilitate child prostitution and other sexual abuse, child trafficking, obscene publications and indecent shows and other acts of abuse per provision from R.A. 7610.

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.3 must have appropriate internship program for the student interns based on the existing CHED guidelines.

6.3 Student Interns

Student interns must be carefully screened by the HEI and must possess the following minimum qualifications:

- .1 must be a Filipino citizen;
- .2 currently enrolled in a Philippine higher education institution and must have either of the following:
 - 2.1 Bachelor degree completed at least 75% of professional units or 4th year or graduating student for that particular program
 - 2.2 Associate degree at least 50% of total credit units for that particular program
- .3 at least 18 years old at the time of the internship;
- .4 passed the pre-practicum/internship requirements of the HEI;
- .5 in good academic standing as certified by the HEI;
- .6 physically, mentally, and emotionally fit and have passed the physical and psychological examinations as certified by DOH accredited clinics and hospitals;
- .7 is articulate in English or in the language spoken in the host country; and
- .8 has written consent from parents/ guardian/spouse.

Section 7. Obligations/Responsibilities of Parties

7.1 Higher Education Institutions (HEIs)

- .1 assume full responsibility over the students while having their internship abroad program;
- .2 in case the HEI enter into agreement with other groups/entities to assist them in the implementation, the HEI shall still be responsible over the students;
- .3 develop, in collaboration with the duly selected FHEs/Os an Internship Plan for the student intern specifying among others the goals and objectives, student outcomes, knowledge, skills and competencies that the student intern should acquire in each area of assignment, and schedule of

activities. The internship plan shall be part of the Internship Contract to be signed by the student intern, the HEI and FHEs/Os; refer to ANNEX "A" (Internship Plan)

- .4 conduct an initial visit/inspection of their partner FHEs/Os and representative office to ensure safety of students;
- .5 document and submit inspection report indicating among others the accreditation and qualifications to DFA Consular Affairs through CHED of their partner FHEs/Os;
- .6 pre-qualify student interns in accordance with the requirements from the receiving Foreign Host Establishments or Organizations;
- .7 facilitate the processing of the documents on behalf of the student intern;
- .8 conduct general orientation and pre-departure briefing for qualified student interns in the presence of their parents/ guardians/spouse;
- .9 assign a regular and qualified faculty member or any authorized Internship Coordinator who will be responsible for all aspects of the student internship programs including program implementation, monitoring and evaluation;
- .10 monitor and evaluate the performance and welfare of student interns and immediately attend to their complaints and grievances by coordinating with FHEs/Os, CHED, Philippine Foreign Service Post and other concerned government authorities;
- .11 collate the monthly journal of experience;
- .12 conduct debriefing and post evaluation of the student interns upon their return;
- .13 impose disciplinary sanction on student interns found guilty of violating any of the provisions contained in these guidelines;
- .14 report any irregularities of the establishments or organizations or violations as provided in the guidelines of the Department of Labor and Employment (DOLE) and R. A. 7610, to IACAT through CHED; and
- .15 submit to the Office of Student Services (OSS) the following requirements:



For Intent:

- a. Notarized letter of intent to participate in Student Internship Abroad Program (SIAP) before deploying students for internship abroad;
- b. Certified copy of Government Recognition/Authority of the program;
- c. Memorandum of Agreement (MOA) with Foreign Host Establishment/Organization per partner; and
- d. Internship Plan with sample Internship Contract;

For CHED Endorsement to BI:

- a. List of departing student interns together with addresses and telephone numbers of Foreign Host Establishments and Organizations (FHEs/Os) and dormitories;
- b. Flight details of a roundtrip ticket;
- c. Written consent from parent/guardian or spouse; and
- d. Any other necessary documents duly authenticated by the Philippine Foreign Service Post as may be required by CHED.

For Report:

Annual report per Academic Year on the implementation of SIAP to include the following:

- a. Executive Summary containing among others the strength of the program and areas of improvement;
- Status of students who are enrolled in the internship abroad (completed, on-going, terminated for a cause);
- c. Report on complaints and grievances of student interns or FHEs/Os, including the action taken to address such grievances, if any;
- Report on disciplinary sanction of student interns found guilty of violating any of the provisions contained in these guidelines;
- e. Accomplished SIAP Feedback form; (refer to ANNEX "B")
- f. Summary of student learning experiences; and
- g. Any other necessary documents duly authenticated by the Philippine Foreign Service Post as may be required by CHED.

7.2 Foreign Host Establishments or Organizations (FHEs/Os)

.1 develop, in collaboration with the HEIs an Internship Plan for the student intern specifying among others the goals and objectives, student outcomes, knowledge, skills and competencies that the student intern should acquire in each area of assignment and schedule of activities. The internship plan shall be part of the Internship Contract to be signed by the student interns, the HEI and FHEs/Os; refer to ANNEX "A" (Internship Plan)



- .2 present and register the student intern at the nearest Philippine Foreign Service Post within 48 hours upon arrival in the Host Country. Registration of student interns must include the following information:
 - a. Name, Age, Contact Numbers and passport details;
 - b. Name and Address of School in the Philippines and the program enrolled in;
 - Date of arrival, tentative date of departure and duration of Internship in the host country;
 - d. Residential Address/dormitory and Host Establishment with contact
 - e. Name and Contact Numbers of the competent coordinator/tutor of FHEs/Os and copy of OJT plan; and
 - f. A copy of the CHED endorsement
- .3 provide Supervised Applied Learning Experience for student interns in accordance with agreed Internship Plan, Internship Contract and schedule of activities;
- .4 assign a competent Intern Supervisor/Mentor responsible for the implementation of all phases of the Internship Plan;
- .5 assist students who encounter problems during internship period;
- .6 provide evaluation/performance feedback/exit evaluation;
- .7 assist students for departure upon completion of the training or premature termination:
- .8 issue Certificate of Completion of Internship to the student interns after completion of program;
- .9 submit report within five (5) working days to the PFSP all student interns who completed their internship program. Report should contain among others, departure details; and
 - a. Health insurance, death, accident and dismemberment insurance coverage;
 - Repatriation cost in case of death or a free ticket, if the intern was physically incapacitated;
 - c. Hospitalization benefit;
 - d. Roundtrip ticket of the student interns (open booking for return ticket);
 - e. Monthly Allowance based on prevailing living standards of the host country; and
 - f. Overtime/excess allowance or other applicable scheme per existing law of the host country when performing internship duties on a holiday (for a maximum of four hours) in excess of the regular eight hours with due consideration to the health and safety of the interns.



.10 ensure that Section 10 provisions shall be covered under the Memorandum of Agreement (MOA) for the parties involved.

7.3 Student Interns

- .1 sign and comply with the provisions of the internship contract, including the rules and regulations of the CHED, the HEI and FHE/O;
- .2 undergo the required orientation internship program conducted by the HEI and FHE/O;
- .3 report personally to the Visa or Consular Officer of the nearest Philippine Foreign Service Post within a week upon arrival;
- .4 keep a bi-monthly journal of practicum experiences describing his/her internship activities, problem/s encountered, and reflections on the internship experience to be submitted on a monthly basis to the faculty member or any authorized Coordinator;
- .5 complete the agreed duration of his/her internship;
- .6 submit to the HEI the terminal report and other school requirements upon completion of the internship training; and
- .7 report to CHED through nearest Philippine Foreign Service Post any complaints or grievances.

7.4 Parent/guardian or spouse

- .1 co-sign the Internship Contract to manifest approval or consent to the internship abroad of their child/spouse; and
- .2 attend the pre-departure seminar or orientation together with the student.

7.5 Commission on Higher Education (CHED)

.1 The Chairperson

Upon compliance, CHED Chairperson will endorse the list of students with basic information per Article 9.2.4 to the Bureau of Immigration copy furnished the Office of Consular Affairs, Department of Foreign Affairs (DFA) for coordination with the Philippine Embassies/Consulates in the host country.



.2 CHED Regional Offices

a. receive request from HEIs;

b. review/evaluate the documentary requirements pre-screened by their respective HEI;

c. prepare endorsement of the list of student interns to the Executive Director through the Office of Student Services (OSS);

 d. ensure that all HEIs and their duly designated internship partners comply with the provisions of these guidelines for the welfare and protection of students; and

e. join in the conduct of the monitoring and evaluation.

.3 Office of Student Services (OSS)

- a. receives and evaluates request of HEIs through CHEDRO's endorsement:
- b. prepares evaluation report and recommendation to the Executive Director for the approval/ signature of the CHED Chairperson;
- establishes and maintains linkages with government and nongovernment agencies and organizations and enter into agreements with them for the successful implementation of SIAP;
- d. ensures that all HEIs and their duly designated internship partners comply with the provisions of these guidelines for the welfare and protection of students;
- e. prepares the endorsement of the list of student interns to Bureau of Immigration copy furnished the Department of Foreign Affairs; and
- f. coordinates with the Bureau of Immigration whether the student interns are not included in the Bureau's Hold Departure List and Watchlist. Verification should be made at least three (3) days before the student's departure.

.4 International Affairs Service (IAS)

IAS seeks opportunities to broaden implementation of SIAP by facilitating linkages and networking with other countries in coordination with the Department of Foreign Affairs and other government agencies.

.5 CHED Legal Services (CLS)

CLS conducts investigation in coordination with concerned offices and submits report on alleged violation committed by any of the parties to the Commission en banc for appropriate action.



Section 8. Fees and Charges

The HEIs participating the SIAP shall be allowed to charge additional other fees for this purpose in accordance with the provisions of CHED CMO No. 03, Series 2012, Enhanced Policies, Guidelines and Procedures Governing Increases in Tuition and Other School Fees" and such other similar CHED issuances.

No additional other fees shall be allowed without complying with the said CMO 03, Series 2012 and such other similar CHED issuances.

Fees and Charges for this purpose are held in trust by the HEI to undertake specific activities for the development and implementation of the International Practicum Program such as monitoring, international linkaging and networking.

Section 9. Procedure

9.1 HEI's application for SIAP participation

- .1 complies with the requirements and submits the notarized letter of intent at least fifteen (15) working days before the schedule of 1st departure;
- .2 waits for the CHED action to be taken:
- .3 if approved, HEI receives a notification that they are included in the CHED list of participating HEIs; and
- .4 if disapproved, the applicant will be immediately notified in writing.

9.2 HEI's application for CHED Endorsement to BI

- .1 Upon approval, HEI writes a letter of request for CHED endorsement to BI to include the following documents:
 - A copy of duly notarized Memorandum of Agreement (MOA) with their FHEs/Os indicating their specific obligations /responsibilities and HEIs to assume full responsibility over the students while having their Internship Program Abroad, among others;
 - b. A list of students who intend to undergo the internship together with their documents as follows:
 - b.1 Notarized Application letter signed by authorized school officials;
 - b.2 Transcript of Records with Seal;
 - b.3 Passport (photocopy);
 - b.4 Training Permit issued by host country;
 - b.5 Medical Certificate (Original);
 - b.6 School Certificate of student eligibility (with seal); and
 - b.7 Flight details ... W



- .2 CHED evaluates the completeness and compliance of the documents submitted:
- .3 Upon compliance, CHED prepares the endorsement for BI clearance to be signed by the Chairperson copy furnished the Department of Foreign Affairs and notifies HEI to pick up the same once signed to be brought to BI. Only HEI authorized liaison personnel will be allowed to transact with CHED and BI; and
- .4 The BI clears the students' names prior to their departure. It is recommended that application should be processed early enough to avoid delay in the event that the student applicant has a derogatory record.

9.3 HEI's report

- .1 At the end of the internship period, the HEI shall submit to CHED the following documents:
 - 1.1 Executive Summary containing among others the strength of the program, areas of improvement;
 - 1.2 Accomplished SIAP evaluation form;
 - 1.3 Summary of student learning experiences;
 - 1.4 Status of students who are enrolled in the internship abroad (completed, on-going, terminated for a cause);
 - 1.5 Report on complaints and grievances of student interns or FHEs/Os, including the action taken to address such grievances, if any;
 - 1.6 Report on disciplinary sanction of student interns found guilty of violating any of the provisions contained in these guidelines; and
 - 1.7 Any other necess'ary documents duly authenticated by the Philippine Foreign Service Post as may be required by CHED.

Refer to Annex "C" (Flow Chart of the Procedures)

Section 10. Memorandum of Agreement (MOA) for the Parties Involved

The Memorandum of Agreement (MOA) shall be executed between HEI and FHE/O and must include, among others the following:

- 10.1 The internship program should not be less than three (3) months but not more than twelve (12) months as dictated by program requirements;
- 10.2 Roundtrip ticket of the student interns;



- 10.3 Monthly Allowance based on prevailing living standards of the host country;
- 10.4 Compensatory overtime/excess allowance or other applicable scheme per existing law of the host country when performing internship duties on a holiday (for a maximum of four hours) in excess of the regular eight hours with due consideration to the health and safety of the interns;
- 10.5 Duty meals and uniform for the student intern;
- 10.6 Decent and habitable dormitories with the following features:
 - .1 accessible to the workplace;
 - .2 comfortable bedrooms that provide privacy for student;
 - .3 separate dormitories for male and female student interns, if possible;
 - .4 acceptable kitchen, laundry, receiving, dining, toilet, storage/cabinet facilities;
 - .5 adequate supply of water and electricity;
 - .6 must provide a locker that is secured or safety deposit box; and
 - .7 extra charges in excess of the usage of basic utilities (e.g. electricity or water) must be stated in the training contract.
- 10.7 Death, accident and dismemberment insurance coverage;
- 10.8 Repatriation cost in case of death or a free return ticket if the intern was physically incapacitated; and
- 10.9 Hospitalization benefits.

See attached ANNEX "D" for the MOA coverage for Student Internship Abroad Program (SIAP).

Section 11. Monitoring and Evaluation

- 11.1 The monitoring and evaluation of the performance of the student interns shall be done jointly by the Higher Education Institutions and the Foreign Host Establishments or Organizations (FHEs/Os), using standard procedures, instruments and methodologies such as observations, monthly reports, and interviews or conferences with the concerned students:
- 11.2 At the end of the internship period, the FHEs/Os shall transmit to the HEI the following documents:
 - a. Certificate of Completion;
 - b. Duly accomplished evaluation sheet; and
 - c. Other pertinent reports, information, and/or documents which may be required.
- 11.3 The faculty member or any authorized Coordinator report will be the basis for giving the student's final grade by the HEI;

- 11.4 A student whose contract was terminated due to resignation or other cause shall be given a final grade based on school's grading system after considering the circumstances surrounding such termination; and
- 11.5 CHED OSS together with the CHEDROs and members of the TWG/Inter-Agency Committee for SIAP shall strictly monitor compliance of the Parties to these guidelines. A Memorandum of Agreement (MOA) may be executed for this purpose and an appropriate funding may be sourced out from available funds from the respective Inter-agency Committee involved of concerned government agencies.

Section 12. Offenses

12.1 Violations by the Higher Education Institutions

Any HEI that shall be found to have committed the following violations of these guidelines shall be meted with the appropriate sanctions stated in Section 13:

- .1 Without the required government recognition, government authority or Board Resolution of public HEIs of the said program and evidence of reputable HEIs;
- .2 Failing to monitor welfare of student interns;
- .3 Allowing student interns to receive allowances lower than the prevailing living standards of the host country;
- .4 Allowing student interns to undertake SIAP without a valid internship offer or contract between the Foreign Host Establishments or Organizations (FHEs/Os), HEIs and the students;
- .5 Allowing student interns to undertake SIAP without securing a valid endorsement from CHED to BI;
- .6 Making false statements /mis-statement of student records/documents to make it appear that the student is qualified to undertake SIAP; such as presenting their graduates as undergraduate students undertaking practicum;
- .7 Not giving pre-departure orientation for student interns and parents/legal guardian;
- .8 Failure to submit the required reports/documents such as:
 - a. Internship Contract;
 - b. Copy of Notarized MOA with FHEs/Os; and
 - c. Annual Reports on SIAP;



- .9 Demanding from student interns internship fees or any other charges not included in CMO 03, s. 2012 and other similar CHED issuances; and
- .10 Such other acts similar or analogous to the foregoing and activities classified as human trafficking under R.A. 9208 and such other similar issuances that is in violation of the provisions herein.

12.2 Grounds for Blacklisting Foreign Host Establishments or Organizations (FHE/Os)

The following are the grounds for blacklisting of Foreign Host Establishments or Organizations:

- .1 Violation of any of the provision of the MOA and this CMO;
- .2 Changing provisions of signed Internship Contract without the consent of the student interns and HEI:
- .3 Non-compliance with prescribed Internship Plan;
- .4 Giving student interns allowances lower than the prevailing living standards of the host country;
- .5 Withholding the allowances and practicum reports of student interns without just cause;
- .6 Overcharging and making illegal deductions from student interns' allowances without just cause;
- .7 Placing student interns in prohibited internship venues;
- .8 Allowing a minor student to join the program;
- .9 Allowing Filipino student interns to go abroad without passing CHED; and
- .10 Such other acts similar or analogous to the foregoing and activities classified as human trafficking under R.A. 9208 and such other similar issuances that is in violation of the provisions herein.

12.3 Violation of Student Interns

- .1 Any act in violation of HEI's rules and regulations;
- .2 Any act in violation of FHEs/Os rules and regulations in accordance with the internship program; and
- .3 Any act in violation of the laws of the host country.



Section 13. Sanctions

In order to ensure compliance with the policies and guidelines stated in this CMO, the Commission en Banc (CEB) may, upon the recommendation of the CHED Legal Services, impose the following sanctions depending on the nature and seriousness of or non-compliance of Higher Education Institution for any of the violations stated in Section 12.

- 13.1 Any HEI found guilty of violating any of the provisions contained under Section 12 of these guidelines may be subjected to the following sanctions:
 - .1 Written reprimand, with a warning that repeated or persistent violations of these regulations and guidelines may result to the suspension or revocation of the HEI's participation in the student internship abroad program;
 - .2 Suspension from participating in the SIAP for a period of time determined by the Commission en banc upon the determination of a repeated violation of these guidelines;
 - .3 Downgrading of Government Recognition to permit status or grant of Autonomous to Deregulated status, COE to COD status;
 - .4 Revocation of program recognition (Autonomous, Deregulated, COEs and CODs); and
 - .5 Filing of appropriate administrative and criminal case as appropriate.
- 13.2 Any student intern found guilty of violating any of the provisions contained under Section 12 of these guidelines maybe subjected to sanctions in accordance with the concerned HEI's rules and regulations.

Section 14. Investigation of Complaints

- 14.1 Upon receipt by CHEDROs/OSS CHED Central Office of complaints or reports on alleged student exploitation and abovementioned violations, the same shall be immediately referred to the CHED Chairperson through the Executive Director who shall order the CHED Legal Services and other concerned offices to conduct an investigation on complaints/reports for appropriate action, following prescribed procedures instituted by the same.
- 14.2 HEI and/or FHE/O while under investigation for alleged violations of these guidelines may be suspended from participating in the SIAP by the CHED Chairperson; and
- 14.3 CHED shall immediately furnish the IACAT upon receipt of a copy of complaints or reports for appropriate action.



Article VI TRANSITORY PROVISION

Section 15. All HEIs with existing internship program abroad are given one (1) year from the effectivity of these guidelines to comply with the CHED requirements. Failure to comply with this provision shall be a ground for prohibition to participate in the SIAP under this CMO after due notice.

Article VII REPEALING CLAUSE

Section 16. All previous issuances contrary to these guidelines including CMO No. 22, S. 2010 (Enhanced Guidelines for Student Internship Abroad Program {SIAP} for All Programs with Practicum Subject); CMO 17, S. 2011 (Indefinite Suspension of the Implementation of CMO 22, S. 2010 "Enhanced Guidelines for Student Internship Abroad Program {SIAP} for All Programs with Practicum Subject" Effective Second Semester SY 2011-2012) and CMO 13, S. 2012 (Supplemental Guidelines on CMO No. 17, Series 2011, Indefinite Suspension of the Implementation of CMO No. 22, S. 2010, Enhanced Guidelines for Student Internship Abroad Program {SIAP} for all Programs with Practicum Subject" Effective Second Semester AY 2011-2012) are hereby deemed, repealed and revoked.

Article VIII EFFECTIVITY

Section 17. These guidelines shall take effect 15 days from publication in a newspaper of general circulation or in the Official Gazette.

Issued this 22nd day of July , 2013, Quezon City, Philippines.

For the Commission:

PATRICIA B. LICUANAN, Ph.D.

Chairperson



STUDENT INTERNSHIP ABROAD PROGRAM

INTERNSHIP PLAN

Internship plan include among others, the description of the following:

I. INTRODUCTION:

During the internship program, the students are assigned to different areas and venues. While in the Foreign Host Establishments/Organizations (FHE/Os), the students are given actual work experience in various departments that may be determined and mutually agreed upon by the school, FHE/Os or the student trainee.

The curriculum is designed in a way that the students acquire practical knowledge, basic concepts, skills, work values in recognized Foreign Host Establishments or Organizations in host countries.

II. GOALS/OBJECTIVES:

The exposure to the different work situations is provided to enable students experience and observe the practical application of theories learned in the school.

At the end of the internship program, the student should be able to:

- 1. Identify key positions in the industry and related operations to their corresponding tasks and responsibilities;
- 2. Define the standard operational procedure in each of the department assigned;
- 3. Identify and operate the equipment, facilities and lay-out design in each of the department assigned;
- Perform required skills and techniques necessary in the execution of operational procedures
 of the assigned tasks in accordance with the existing workplace, health and safety standards;
 and
- 5. Analyze and evaluate operational procedure in each assigned task and recommend any appropriate course of action to be taken to improve procedures.



III. REQUIREMENTS OF THE PROGRAM:

A. List of Documents for the Student Internship as stipulated in the CMO

B. Orientation and Briefing:

After the application period, orientation and pre-internship seminars shall be set. Training expectations, guidelines, rules and regulations, course requirements shall be discussed. An open forum provides a venue for clarifications on certain issues. The speakers from the FHE/Os may be invited to share their insights, expectations and experiences.

C. INTERNSHIP CONTRACT:

Name of Student/Intern:

An Internship Contract is signed by the student, the Higher Education Institution (HEI) and the Foreign Host Establishments or Organizations (FHE/Os). This agreement identifies the student's tasks and some policies regarding the program.

D. PERFORMANCE MONITORING AND EVALUATION:

The culmination of the internship program is the evaluation of student performance. The evaluation should contain the following:

Name of the FHE/C	os & Address:		1.	
Internship Period:	Start:	End:		
Department/Tasks	Period	Student Outcomes	Ratings	Signature of Supervisor/Mentor
	-	10		

E. CERTIFICATION

A certification with the logo issued by the FHE/Os issued to student after the completion of the designated number of hours. The certification bears the seal, signed by the FHE/Os authorized representative.



Commission on Higher Education Office of Student Services 3rd Floor HEDC Bldg., C.P. Garcia Ave., U.P. Diliman, Quezon City

SIAP FEEDBACK FORM
For the Higher Education Institution

Code Number:

	_		
Dear	Respond	ent	

A.

The Commission on Higher Education - Office of Student Services would like to seek your assistance by way of answering the questionnaire. The purpose of the study is to assess the extent of implementation of the Student Internship Abroad Program (SIAP) and improve the monitoring and evaluation system. We will appreciate it very much if you will submit the filled-up questionnaire to the concerned CHEDRO.

Kindly tick the square for the appropriate answer or write in the blanks provided. Your answers will be treated confidentially.

	titution Profile me of Institution and address:	Institutional Code:			
1.	Number of years implementing the Student Intern		am		
2.	Kindly check the participating courses in SIAP, we and number of instructors involved in the practicular.	er fees charged.			
		Tuition	Other fees	No. of instructors	0
	a. Hotel and Restaurant Management b. Business Administration c. Information Technology d. Engineering e. Agriculture f. Medicine g. Other programs. Kindly state.				and the state of t
3.	Do you have designated Practicum Coordinator 1 Yes If yes, how many?	/s? -	Per progra	m?	-0
	2 No. Why not?		_3		
4.	Did you post the procedures for applying for inte	rnship prog	gram abroad	?	-
	2 No. Why not?				-
5.	On the average how many training partners do ye	ou have in	one year?		5 -

B. Student Trainees

6. Please state how many students per establishment, how long, and to what kind of establishment and training did they usually get?

Kind of establishment	No. of months	No. of students	Course	Line of work
Hotels Restaurants Retail Store Cruise ship				



Kind of establishment	No. of months	No. of students	Course	Line of work
5. Electronics firm	1 1 1 1 1 4			
6. Farms				
Swimming club		Constitution of the constitution of		

7.	Did yo	u conduct o	rientation for s s If yes		fore depar oceed to 7		?			
		☐ No	Why	not?						
	7.1	How did you One on one with parents	h-maket-mark	Batc	h of studer			ernship abr	oad?	
	7.2	1 Les	hours did you ss than 2 hour ore than 4 hou	S	e orientatio	on?				
	7.3	Did you cor	nduct debriefir	g for stude	ents who ca	ame back fro	om internsh	ip?		
	1	Yes No. Wi	ny not?							
8.		rank accord	oblems/constra ding to repeate n- compliance nancial constra mily concerns	ed occurrer with the traints	nce with 1 a	as the nume		ct of the SI	AP?	
9.	Did ye	ou utilize a lo Yes	ocal training party not?							
10	. What Kindly	rank accord	oblems/construction to repeate on compliance te compliance the compliance thers. Please	ed occurrer with the pr with the pr	nce with 1 a ovisions in	as above 3 the memora	occurrence andum of a	s; 2 as les: greement	of the SIAP? s than 2; 1 as	zero.
11		r institution's Conduct tra Disseminat include pro Revise the	suggestions to s priority. aining program te brochures, ovisions in the training plan. ase specify.	ns for coord	dinators by advocacy r	using proce				
	11.1 k	for the imp Br	according to ne rovement of S iefing and de- eparation of M	IAP implen oriefing ser	nentation: minars for s	student train	ees and pa	rents	conducted	C/
		Ot	hers. Please	state						
12	. Nam	e of Respon	ident:		(op	tional)	Age	e:		

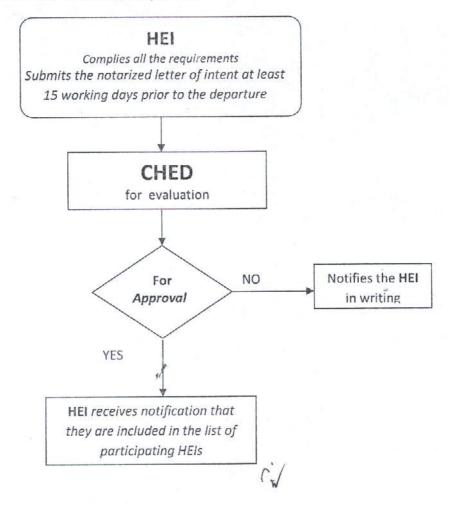
Thank you for your cooperation.



PROCEDURAL GUIDELINE IN THE IMPLEMENTATION OF STUDENT INTERNSHIP ABROAD PROGRAM

PARTICIPATION OF HIGHER EDUCATION INSTITUTION

1. HEI application for SIAP Participation





2. HEI application for CHED Endorsement to BI

HEI

writes a letter of request for endorsement duly notarized with the required documentations

- Duly Notarized MOA w/ FHE/Os w/ specific obligations/ responsibilities and the assurance of fully responsibility over the students while having their internship abroad
- List of students intending to undergo internship with their documents:
 - Notarized Application letter
 - Transcript of Records w/ seal
 - Passport (photocopy)
 - Training Permit issued by hos country
 - Medical Certificate (Original) School Certificate of Student's eligibility
 - Flight Details



for evaluation

CHED notifies HEIs

NO

compliance

YES

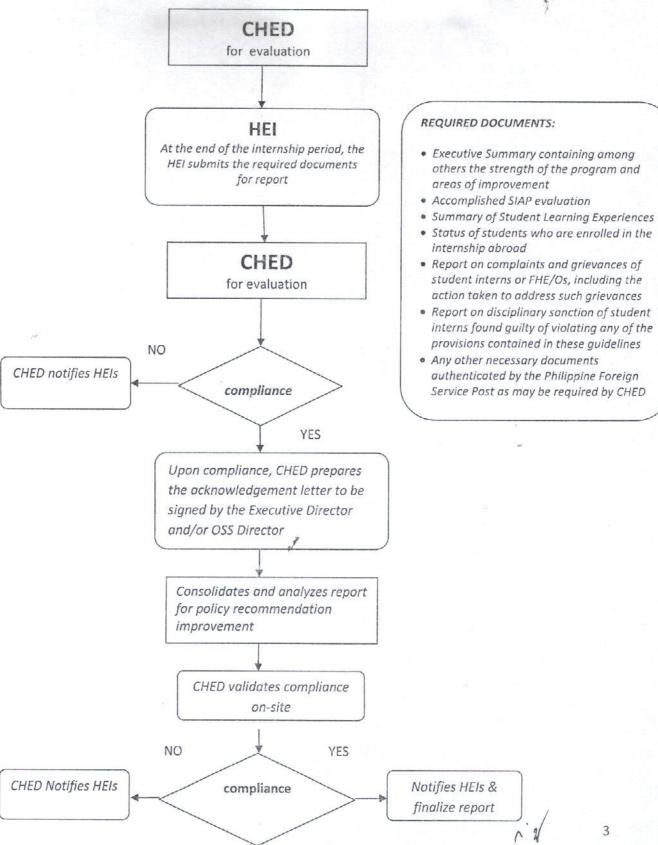
- Upon compliance CHED prepares the endorsement to BI to be signed by the CHAIRPERSON and notifies HEI to pick up the same once signed to be brought to BI.
- Only HEI authorized liaison personnel will be allowed to transact with CHED

Bureau of Immigration

Clears the students name prior to their departure.



3. Monitoring and Evaluation





ANNEX "D"

MEMORANDUM OF AGREEMENT

The Memorandum of Agreement (MOA) may include among others, the following provisions:

I. PURPOSE OF THE AGREEMENT

This section states the big picture of why and how the parties came together and includes:

- 1. Name of parties involved
- 2. Brief description of the scope of work
- 3. Financial obligations of each party, if applicable
- 4. Key contacts for each party involved

II. DEFINITION OF TERMS, IF APPLICABLE

III. DETAILED DESCRIPTION OF ROLES AND RESPONSIBILITIES

This section identifies the mutual and joint responsibilities (collaborative tasks) and the expected result of those joint efforts. In addition, it lists the specific roles and responsibilities, of each entity and clarifies the purpose of the MOA as stipulated in the CMO.

IV. EVENTS OF DEFAULT

The grounds for blacklisting of Foreign Host Establishments or Organizations and any HEIs found to have committed the violations of the guidelines shall be meted with the appropriate sanctions stated in the CMO.

V. 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.

ANNEX "D"

VI. NOTICES AND GENERAL MATTERS

Notices under the AGREEMENT may be delivered by hand, by registered mail (which shall be airmailed if possible) or facsimile to the addresses or emailed to the address, facsimile number, and email address specified.

VII. REMEDIES

No remedy confirmed by any of the provisions of the AGREEMENT is intended to be excluded of any other remedy which is otherwise available by law, equity statute or otherwise and each and any other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or not hereafter existing by law, equity, statute or otherwise.

VIII. SEVERANCE

If any provision 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.

IX. 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 personnel or entity other that the signatories herein or their authorized representative.

X. 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.

XI. GOVERNING LAW AND ARBITRATION

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

XII. 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, but have not reduced in writing herein, shall be void and ineffective.

XIII. DURATION

This segment identifies the effective date of the AGREEMENT, its term (if there is one), and how the agreement can be modified or terminated.

XIV. SIGNATURES OF PARTIES' PRINCIPALS

Finally, to demonstrate agreement with the terms of the MOA, spaces are provided for the names and signatures of an official from each party who is authorized to approve agreements on the party's behalf. A space for the date the agreement was signed is also required. The MOA is not in effect until all parties have signed the MOA. Each party should then be provided with a signed original, duly notarized and authenticated before the concerned Philippine Foreign Service Post.

