Republic of the Philippines
Department of Health
FOOD AND DRUG ADMINISTRATION

FDA CIRCULAR
No. 2023-005

22 MAR 2023

SUBJECT : Guidelines on the Implementation of the FDA Student Internship Program

I. BACKGROUND

On 28 December 2017, the Commission on Higher Education (CHED) issued Memorandum Order No. 104 Series of 2017 otherwise known as the "*Revised Guidelines for Student Internship Program in the Philippines "SIPP" for all Programs*" to provide guidelines in the conduct of the program for student internship. The program aims to provide an opportunity for students to complement formal learning with practical knowledge and skills in the workplace.

Pursuant to this, the Food and Drug Administration (FDA) hereby issues the guidelines for its Student Internship Program (SIP) for college students enrolled in Higher Education Institutions (HEI). The program shall serve as a platform for students to experience practical work assignments, apply their competencies in their areas of specialization and/or apply subject in the actual work environment of FDA.

II. OBJECTIVES

This Circular aims to provide guidance to HEI and students on the administration of the SIP in FDA. Specifically, it aims to:

1. Define the requirements and procedures in applying for SIP;
2. Specify the roles and responsibilities of the FDA, HEI, and the student interns; and
3. Provide the criteria for the evaluation of students' performance.

III. SCOPE AND COVERAGE

This Circular shall apply to HEI, students applying for SIP as a course requirement, and the FDA in the administration of the program.

IV. DEFINITION OF TERMS

1. **Internship Coordinator** – refers to the FDA Center/Office employee who will directly supervise the student interns.

2. **Internship** – refers to the practical application of classroom learning to the actual in regular work environment such as but not limited to commercial and industrial

services, government or non-government agencies. It is also synonymous to practicum, field practice, On-the-Job Training. This is not synonymous to Apprenticeship and Learnership, as defined by Republic Act No. 7796, otherwise known as "*An Act Creating the Technical Education and Skills Development Authority, Providing for its Powers, Structure and for other Purposes.*"

3. **Higher Education Institutions** – refers to schools, colleges, and universities duly recognized by the Commission on Higher Education (CHED).

4. **Memorandum of Agreement (MOA)** – refers to an agreement executed between the HEI and partner institution specifying the detailed role and responsibilities of all concerned parties, the safety of student, training plan, learning objectives, and method of evaluation.

5. **School Focal Person** – refers to the personnel from the HEI authorized to coordinate with the FDA on matters related to the SIP.

6. **Student Internship Program (SIP) Coordinator** – refers to the Human Resource Development Division (HRDD) personnel duly assigned to manage and supervise the overall implementation of the FDA SIP and coordinate with the HEI and/or the School Focal Person.

V. GUIDELINES

A. General Guidelines

1. The requesting HEI shall enter into an agreement with the FDA through a MOA (Annex A) signed by its President/Chairperson and the FDA Director General.

2. The School Focal Person shall facilitate the approval/signature of template MOA on the part of the HEI and send duly signed copy of MOA to FDA Main Office.

3. The student must be officially enrolled and endorsed by the HEI, provided that the latter has a valid MOA with the FDA. He/she shall be at least 20 years of age from the start of the internship period.

4. The FDA shall not impose any fee for the program. However, all costs incurred with the student's participation must be borne by the requesting HEI in accordance with CHED Memorandum Order No. 104 Series of 2017.

5. The HRDD under the Administrative and Finance Service (AFS) shall manage and supervise the overall implementation of the FDA SIP.

6. The HRDD and Center/Office shall identify the Student Internship Program Coordinator and Internship Coordinator, respectively.

7. The HEI shall identify specific goals and objectives for the students, subject to the evaluation and approval of the head of the HRDD and the Center/Office/Regional Field Office (RFO) where the students shall be immersed.

8. The FDA may postpone, suspend, or terminate the SIP at any time, with prior notice to the HEIs, of any the acts falling under Section VIII, due to management's decision, force majeure, fortuitous events or other cases that may affect the implementation of the SIP.

9. There shall be no employer-employee relationship that exists between the FDA and the student during the internship program.

B. Requirements

The School Focal Person, shall send the following to the HRDD through its office e-mail address hrdd@fda.gov.ph, with the email subject: **FDA SIP Application (School Name)**:

1. **Accomplished FDA Student Internship Program Application Form** (Annex B)

2. **Endorsement letter** in official letter head confirming current enrollment, stating the specific goals and objectives, and stating that the internship is part of the course requirement signed by the Dean or any authorized representative from the HEI addressed to:

   DIRECTOR-GENERAL
   Food and Drug Administration
   Civic Drive, Filinvest Corporate City,
   Alabang, Muntinlupa City, 1781 Philippines

   ATTENTION: HUMAN RESOURCE DEVELOPMENT DIVISION

3. **Student's Signed Resume/Curriculum Vitae**;

4. **Notarized written consent** of parents or legal guardian. (*Waiver shall not be allowed*).

5. **Medical Certificate** indicating good health and emotional fitness. The medical certificate shall be based on a physical and psychological examination conducted in government clinics and hospitals accredited by the Department of Health (DOH). The applicant must also submit other related medical examination requirements such as laboratory or diagnostic tests, as may be required by the FDA.

6. **Class schedule and preferred internship schedule**, if applicable.

7. **2 x 2 ID Picture with name tag** (in JPG format)

Requirements shall be sent at least two (2) weeks before the start of the next quarter. Evaluation of SIP application shall be done on a first-come-first serve basis. Only applications with complete and correct requirements shall be processed. The HRDD shall provide feedback through a letter within 7-10

working days. Acceptance letters shall reflect the name of students accepted in the SIP.

C. Administration of the Program

1. Twenty (20) slots for the FDA SIP shall be offered for each quarter. Of which two (2) students will be deployed for each Center/Office at the FDA Central Office. However, the number of slots may vary depending on the need and availability of the concerned Centers/Offices/RFOs where the students shall be deployed. The qualification of the students is based on courses related to the main functions of FDA:

Offices	Courses
Center for Drug Regulation & Research	Bachelor of Science in Pharmacy Bachelor of Science in Chemistry / Biochemistry Bachelor of Science in Veterinary Medicine Other related allied science courses
Center for Cosmetics and Household Urban Hazardous Substances Regulation and Research	Bachelor of Science in Pharmacy Bachelor of Science in Chemistry / Biochemistry / Chemical Engineer Other related allied science courses
Center for Device Regulation, Radiation and Health Research	Bachelor of Science in Pharmacy Bachelor of Science in Chemistry / Biochemistry Bachelor of Science in Applied Physics Other related allied science courses
Center for Food Regulation & Research	Bachelor of Science in Nutrition Bachelor of Science in Food Technology Other related allied science courses
Common Services Laboratory	Bachelor of Science in Pharmacy Bachelor of Science in Chemistry / Biochemistry Bachelor of Science in Microbiology Bachelor of Science in Medical Technology Bachelor of Science in Nutrition Bachelor of Science in Food Technology Bachelor of Science in Veterinary Medicine Other related allied science courses
Field Regulation Operation Office	Bachelor of Science in Pharmacy Other related allied science courses
Other Offices	Bachelor of Science in Psychology

	Bachelor of Science in Business Administration Bachelor of Science in Information Technology and other related IT courses Other related courses

2. Deployment for the SIP shall be conducted throughout the year, which shall commence based on the date specified on the approved MOA.

3. Students shall present a copy of their acceptance letter upon reporting to the FDA.

4. The HRDD shall issue a temporary Identification Card to each student which they shall wear always inside the FDA premises.

5. The HRDD shall provide the student an orientation on the overview of the FDA, including the office rules and regulations. For students that shall be deployed in the FDA RFO, the Internship Coordinator shall perform this task.

6. Students shall be given a maximum of three (3) months to finish the internship period. In case the student will be unable to finish the program within the designated period, he/she shall inform the HEI and the SIP Coordinator in writing of the intent and reasons to prematurely end the program.

7. Students who fail to finish their required internship hours within the given three (3) month-period shall be given with a **Certification** indicating the number of internship hours rendered. However, should the student wish to continue the SIP to compensate for the required number of hours, he/she shall be allowed to re-apply **once** in the FDA SIP to finish the remaining internship hours within two (2) months. Likewise, the student shall be given with a Certification indicating the number of internship hours completed.

8. Students shall not be considered as an employee of the FDA and shall not, in any way, represent the FDA in official capacity for the duration of the program.

9. Students shall wear their school uniform when reporting at the FDA during the SIP. During Fridays, students may wear civilian clothes, following the dress code of the FDA.

10. Students shall follow the working hours of the FDA and report for at least three (3) full days a week, subject to the student's schedule.

11. Students shall maintain and regularly accomplish their **Internship Journal** (Annex C), detailing their day-to-day activity and learning.

12. The School Focal Person, upon coordination with the SIP Coordinator, may conduct official visits/inspection of students to monitor their progress.

13. Students may be requested to render overtime services as the need arises, subject to their consent. The number of hours rendered shall be included in the computation of their required internship hours.

VI. INSURANCE

The HEI shall obtain the personal accident insurance for the students accepted during their deployment to cover any incident which may happen while undergoing their respective program.

In cases of incidents involving the students which resulted to damage to the FDA property caused by negligence or willful intent, the HEI shall cover the equivalent value of the damaged property, subject to the existing FDA accounting and auditing rules and regulations. Payment for the damaged property shall be made within two (2) weeks from the date of the incident and shall be a condition for the issuance of the Certificate of Completion. Non-settlement/payment of the damaged property shall be a ground for the termination of the student's internship, and the FDA has the right to prohibit the concerned HEI in its future application for SIP at the FDA.

The FDA shall not be responsible for the medical and life insurance of the student or cost arising from accidents and illness acquired during the program.

VII. EVALUATION OF STUDENT PERFORMANCE

The Internship Coordinator shall monitor the attendance and work performance of the students, and evaluate them at the end of the period using the evaluation form provided by the HEI.

Excused absences such as requiring students to report to school or attend school related activities are allowed, provided that the Internship Coordinator is notified at least three (3) working days prior to the intended day/s of absence. In case of emergency absences due to sickness, disability or any emergency cases, the student shall inform the Internship Coordinator immediately upon his/her return. Consecutive absences of five (5) days or longer shall be justified with a written explanation signed by the HEI. Non-submission of a written explanation duly signed by the HEI shall be a ground for the premature termination of the student's internship.

In case there is no evaluation form provided, the student shall be graded as follows:

Criteria	Percentage
Attendance	30%
Performance	70%
Total	**100%**

Students attendance shall be based on the number of days they reported on time at the FDA to perform their tasks. While the performance will be graded based on the following criteria:

Criteria	Definition	Percentage
Quality of Work	Meeting the work standards in the performance of assigned tasks	20%
Communication Skills	Ability to effectively present information and ideas in written and oral	20%
Technical Proficiency	Demonstrates understanding of the job and possesses the appropriate skills to perform assigned tasks	20%
Work Ethics	Adheres to set of standards in the workplace	10%

The student must get an average rating of at least 80% in order to successfully finish the program and be awarded with a **Certificate of Completion** duly signed by the Director of the Center/Office the students were deployed and the Head of the HRDD at the end of the internship period. While a **Certification** bearing the total number of internship hours rendered shall be given to students who were not able to complete the required number of internship hours.

VIII. VIOLATIONS & PENALTY

The following acts of violation shall not be allowed in the duration of the program:

1. Any act of gambling, theft, and other similar acts;
2. Submission of forged or fraudulent documents;
3. Any act in violation of the FDA's rules and regulations;
4. Any act in violation of the HEI's rules and regulations in accordance with the programs; and
5. Any act in violation of the laws of the country.

Students found guilty of violating any of the aforementioned shall be subjected to sanctions in accordance to the rules and regulations of their respective HEI and/or their removal from the program.

IX. CONFIDENTIALITY AND CONFLICT OF INTEREST

Students shall sign and strictly abide at all times to the terms and conditions stipulated in the FDA Rules and Regulations, such as the FDA Conflict of Interest and FDA Confidentiality Undertaking, during and after the internship period.

Furthermore, any work, program, processes, and the like introduced by the student in the course of his/her internship program shall be owned by the FDA.

X. REPEALING CLAUSE

FDA Memorandum Circular No. 2012-007, entitled "*FDA Internship Program Guidelines*" dated 27 December 2012 is hereby repealed.

Other related issuances on the FDA Student Internship Program inconsistent or contrary to the provisions of this Circular are hereby rescinded, amended, or modified accordingly.

XI. SEPARABILITY CLAUSE

If any provision of this Circular is declared unauthorized or rendered invalid by competent authority, those provisions not affected thereby shall remain valid and effective.

Subsequent amendments or revisions emanating from cited issuances in this Circular shall be considered applicable as may be deemed relevant.

XII. EFFECTIVITY

This FDA Circular shall take effect fifteen (15) days following its publication in a newspaper of general circulation and upon filing three (3) certified true copies with the University of the Philippines – Office of the National Administrative Register (UP-ONAR). The provisions stipulated in this FDA Circular shall remain in effect unless otherwise revoked or repealed.

DR. SAMUEL A. ZACATE
Director General

DTN: 20220908132153

Republic of the Philippines
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"ANNEX B"

FDA STUDENT INTERNSHIP PROGRAM (SIP) APPLICATION FORM

(Submit along with Resume/Curriculum Vitae and Endorsement Letter)

Last Name: _____ **First Name:** _____ **Middle Name:** _____

Course: _____ **School:** _____

School Address: _____ **Required No. of Internship Hours:** _____

Mobile No.: _____ **Email Address:** _____

School Internship Coordinator: Mr/Ms.: _____

Semester Schedule: ☐ **Full Time** (*Monday-Friday*) **If not, pls. specify the schedule:** _____

Learning Objectives:

1.
2.
3.
4.
5.

Terms and Conditions:

1. Evaluation of application shall be done on a first-come-first-served basis. The FDA SIP Coordinator shall provide feedback in the application, within two (2) weeks upon receipt of application form;
2. The FDA HRDD shall determine the FDA Center/Unit to which the student shall be assigned to ensure that the work assignment will meet the course objectives;
3. Internship deployments shall be available throughout the year based on the needs of the FDA and subject to the approval of the FDA HRDD; and
4. The duration of the internship period shall be in accordance with the approved University/School curriculum.

I understand and agree to the Terms and Conditions.

_____

Name and Signature of the Student Applicant

_____

Name and Signature of the School Focal Person

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"ANNEX C"

Student Name: _____ **School/University**: _____
Course: _____ **Center Office Assigned**: _____

INTERNSHIP JOURNAL

Date	Date	Date	Date	Date
Activity/ Learning	**Activity/ Learning**	**Activity/ Learning**	**Activity/ Learning**	**Activity/ Learning**

Prepared by:	Approved by:	Noted by:
Name and Signature of Student	Name and Signature of Supervisor or Division Chief	Head of HRDD or FDA Internship Coordinator

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"ANNEX D"

FDA EVALUATION PERFORMANCE FOR STUDENT INTERNSHIP PROGRAM

Name of Student:	
Age:	
Sex:	
Address:	
School:	
School Address:	
Duration of Internship:	
No. of Hours Required:	

EVALUATION CRITERIA:

CRITERIA	PERCENTAGE	RATING	Remarks
1. Attendance	30%		
2. Performance	**70%** **(see breakdown below)**		
2.1 Quality of Work – Meeting the work standard in the performance of the assigned tasks.	20%		
2.2 Communication Skills – Ability to effectively present information and ideas in written and oral.	20%		
2.3 Technical Proficiency – Demonstrate understanding of the job and possesses the appropriate skills to perform assigned tasks.	20%		
2.4 Work Ethics – Adheres to set of standards in the workplace standards.	10%		
Average Grade	**100%**		

Approved By:	Noted By:
Name & Signature of Supervisor	Name & Signature of FDA Internship Coordinator

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this ___ day of _____, ____ in _____, by and between:

_____,
an educational institution organized and existing under Philippine laws, with office address at _____, represented by its _____, _____, and hereinafter referred to as "_____".

– and –

Food and Drug Administration, a government agency with office address at Civic Drive, Filinvest Corporate City, Alabang, Muntinlupa City, represented by its representative _____ hereinafter referred to as **"FDA"**.

_____ and the **FDA** are jointly referred to as the **"Parties".**

WITNESSETH

Whereas, _____ is engaged in services which include franchising, establishing, and operating educational institutions providing formal tertiary level educational training to its students;

Whereas, _____ will be offering _____ this coming S.Y. _____.

Whereas, the **FDA** has agreed to provide support to the students of _____ in the form of training on the operations and latest developments in its industry.

Whereas, the **Parties** share a common vision and goad of improving the skills and training of young individuals to enhance their qualification for employment in the industry through a internship program wherein the **FDA** provides training and employment opportunities to _____ students;

NOW, THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants and undertakings provided hereunder, the **Parties** have agreed as follows:

ARTICLE I
UNDERTAKING OF _____

Section 1. Designate a School Focal Person who will act as the single point of contact and coordinator with the **FDA** for various activities under this Agreement;

Section 2. Develop schedules for the activities envisioned under this Agreement involving as much as possible the **FDA** and authorized persons of _____ and highly encourage participation of and work ethics during the conduct of the activities/ events under this Agreement; and its students in such activities based on these schedules;

Section 3. Encourage students to participate in the scheduled activities, monitor attendance of said graduates and students and initiate corrective actions that may be required from time to time to ensure that the full benefit of the activities/events are realized;

Section 4. Provide guidelines to its students on rules, proper attitude, behavior

Section 5. Coordinate and schedule meetings with authorized officials of _____ as may be required by the **FDA** to fulfill their obligations under the terms of this Agreement in a timely manner.

ARTICLE II
UNDERTAKING OF THE FDA

Section 1. Nominate a Student Internship Program Coordinator who will act as a single point of contact to coordinate all activities envisaged under this Agreement;

Section 2. Conduct presentations on possible careers in the <<name of industry>> to enable graduated and students to gain background knowledge and develop an appreciation for the <<name of industry>>, and help them make an informed choice about their careers;

Section 3. Organize site tours for the students to expose them to the working environment of the FDA;

Section 4, Provide free relevant instruction, training, and exposure to the students in lined with the schedule of activities developed by _____; and

Section 5. Accomplish the respective evaluation forms required and issue a Certificate of Completion or a Certification bearing the total number of internship hours rendered to the students.

ARTICLE III
JOINT UNDERTAKINGS AND COVENANTS

Section 1. The **Parties** recognize and agree that the internship program created pursuant to this Agreement shall focus on the following areas:

a. Internship / On-the-job Training
b. Job Fair / Other School Activities
c. Curriculum and Courseware Enhancement
d. Training

Section 2. Consultation and Exchange of Information

a. Each party shall exert best efforts to keep the other party informed on matters relating to their common interest, subject to the relevant provision of this Agreement or any covenant on confidentiality. Any information acquired by either party pursuant to this Agreement is understood and treated commercial in confidence in nature;
b. The **Parties** shall execute a Confidentiality Agreement, and the same shall be attached hereto as Annex A and shall form an integral part of this Agreement.

Section 3. **Internship / On-the-job Training**

a. Consistent with the obligations stated in this Agreement on internship, the _____ understands that this commitment does not constitute an automatic acceptance or hiring by the **FDA** of _____students.

Hiring of students and graduates for employment at _____ is still subject to the recruitment process, albeit abridged, and hiring policies and standards of the **FDA and CSC.**

b. The venue for the above-mentioned training shall be in _____,
c. The duration of the training is from _____ to _____ with a total of _____hours.
d. _____ undertakes to ensure that the parent or legal guardian of the child/ ward named below has given his/her child's participation, and the parent/legal guardian is willing to assume these risks on behalf of his/her child/ward.

ARTICLE V
MISCELLANEOUS

Section 1. Term and Non-Exclusivity

The Agreement shall take effect immediately upon signing and shall remain in force for a period of _____ thereafter. This Agreement shall be renewable for the same period upon mutual agreement of the **Parties** in writing.
Nothing in this Agreement shall be construed to prevent **either of the parties** from entering into any similar contract or agreement with another individual or entity.

Section 2. Violation of the Terms and Pre-termination

Any violation of the terms provided in this Agreement on the part of any party will be sufficient ground for the pre-termination thereof. Provided, the violation party shall have thirty (30) days within which to rectify the said violation upon receipt of a written notice of the same from the innocent party. Any violation committed by a party not rectified by it within the said thirty (30)-day period shall entitle the innocent party to terminate this Agreement.

Section 3. Governing Law and Jurisdiction

The laws of the Republic of the Philippines shall govern this Agreement and the **Parties** hereby submit to the exclusive jurisdiction of the courts Muntinlupa City.

Section 4. Corporate Non-Disclosure Agreement

Unless otherwise agreed upon by the **Parties,** the terms and other material aspects of the Agreement shall be treated as confidential. However, the **Parties** mutually give its consent to each other should they respectively wish to issue any press release or public announcement regarding the execution of the Agreement. However, the issuing party must give an advance copy of the press release or public announcement to the other for its review and approval prior to such release or announcement.

Section 5. Successors and Assigns

This Agreement and the rights and obligation herein may not be assigned by either Party without the prior written consent of the other Party.

Section 6. Amendments

It is mutually agreed upon that the Agreement will not be modified except by written amendment executed by both **Parties.**

Section 7. Entire Agreement

Unless this Agreement is modified or amended by the **Parties** subsequently in writing this Agreement shall be considered as the complete repository of all the terms of the agreement between the **Parties,** hence, there can be, as between them,

no evidence of the terms of the Agreement other than the contents of this Agreement and its Appendixes.

Section 8. Waiver and Non-Exclusion of Remedies
A Party's failure to enforce, at any time or for any period of time, any provision of this Agreement, or to exercise any right or remedy shall not constitute a waiver of that provision, right or remedy or prevent such Party form enforcing any or all provisions of this Agreement and exercising any such rights or remedies. Any waiver must be in writing to be effective. The rights and remedies provided herein do not exclude any other right or remedy provided by applicable laws;

Section 9. Separability Clause
In the event any provision of this Agreement is declared by appropriate authority to be null and void, unenforceable or illegal, such declaration shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the **Parties** hereunto affixed their signatures on the date at the place above written.

Signed:

_____ _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) SS.

x----------x

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the (Province/City/Municipality) of _____, personally appeared _____ with Community Tax Certificate No. _____ issued on _____ at _____, and _____ with Community Tax Certificate No. _____ issued on _____ at _____ who represented to me that he/she is the _position in the corporation_ of _(name of corporation)_ and that he/she has the authority to sign for and in behalf of the said corporation in the capacity, both personally known to me (or whom I have identified through competent evidence of identity), and who represented that their signatures on the foregoing instrument were voluntarily affixed by them for the purposes stated in the instrument and who declared that the foregoing instrument is their free and voluntary act and deed as well as the free act and deed of the corporation herein represented.

This Instrument consists of only ____ (___) page/s, including this page in which this **acknowledgment** is written, duly signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.