

Republic of the Philippines  
Province of Cagayan  
**TUGUEGARAO CITY**

**NINTH CITY COUNCIL**

**COMMITTEE REPORT**

January 24, 2024

**Submitted by:**

**COMMITTEE ON EDUCATION**

**PRESENT:**

<b>HON. ARNEL T. ARUGAY</b>	- Chairman
<b>HON. IMOGEN CLAIRE M. CALLANGAN</b>	- Member (via zoom)
<b>HON. GRACE B. ARAGO</b>	- Member
<b>HON. CERENE PEARL T. QUILANG</b>	- Member (via zoom)

**RESOURCE PERSONS:**

<b>MR. DOMINIC B. BAGGAYAN</b>	- LYDO Head
<b>MR. KRISTOFFER MANGUSSAD</b>	- USLT Representative (via zoom)

**FOR THE PRESIDING OFFICER:**

The committee met and deliberated on the referral:

**COMMITTEE REPORT NO. 30-2024**

**SUBJECT:**

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the Memorandum of Agreement between the Tuguegarao City Government and Cagayan State University relative to the Student Internship Program (SIP) for the latter's Bachelor's of Science in Information System students certified urgent.

**FINDINGS:**

1. Hon. Maila Rosario S. Ting-Que indorsed to the Ninth City Council the Memorandum of Agreement between the Tuguegarao City Government and Cagayan State University relative to the Student Internship Program (SIP) for the latter's Bachelor' of Science in Information System students.
2. Higher Education Institution (HEI) envisions a proficient, competent and committed graduates equipped with the knowledge, skills and positive values demanded by the IT Professionals and to produce research and extension-service oriented graduates.

3. The following 8 students who will be deployed at the Information Technology Office, CDRRMO, Tricycle Regulation Unit and City Assessor's Office will render 500 hours starting February 12, 2024 to June 2024:
1. John Russel S. Lacanilao
  2. Maxene Dorothy O. Calimag
  3. Marlyne J. Bingayan
  4. Daryl A. Frace
  5. Benjamin A. Delcarmen
  6. Joshua M. Canapi
  7. Marlene M. Carag
  8. John Denver Gacutan

**RECOMMENDATION:**

Finding the terms and conditions of the Memorandum of Agreement (MOA) to be in order and beneficial to the constituents of Tuguegarao City particularly to the students concerned, the committee recommends the approval of the Memorandum of Agreement between the Tuguegarao City Government and Cagayan State University relative to the Student Internship Program (SIP) for the latter's Bachelor of Science in Information System students and authorizing the City Mayor, Hon. Maila Rosario S. Ting-Que to sign for and on behalf of the Tuguegarao City Government the said MOA.

**Respectfully submitted:**

  
**HON. ARNEL T. ARUGAY**  
Chairman

  
**HON. IMOGEN CLAIRE M. CALLANGAN**  
Member

  
**HON. GRACE B. ARAGO**  
Member

  
**HON. CERNE PEARL T. QUILANG**  
Member

**DRAFT RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE TUGUEGARAO CITY GOVERNMENT AND THE CAGAYAN STATES UNIVERSITY (CSU) – CARIG CAMPUS FOR THE STUDENT INTERNSHIP PROGRAM (SIP) OF BACHELOR OF SCIENCE IN INFORMATION SYSTEM (BSIS) STUDENTS AND GRANTING AUTHORITY TO THE CITY MAYOR, HON. MAILA ROSARIO S. TING-QUE, TO SIGN FOR AND ON BEHALF OF THE TUGUEGARAO CITY GOVERNMENT THE SAID MOA**

**WHEREAS**, Section 22(c) of Republic Act No. 7160, otherwise known as the Local Government Code, grants the power to the Local Chief Executive to enter into contracts on behalf of the local government unit with prior authorization by the sangguniang panlungsod;

**WHEREAS**, in support to the endeavors of students studying in any school or university in Tuguegarao City, the Tuguegarao City Government allows students to undergo actual office experience thereby helping them put to practice their learnings in school;

**WHEREAS**, the Cagayan States University (CSU) – Carig Campus has requested the Tuguegarao City Government for the student internship program of its students as part of their curriculum;

**WHEREAS**, it is necessary for CSU to enter into a Memorandum of Agreement (MOA) with the Tuguegarao City Government to make the MOA legally binding;

**WHEREAS**, the City Mayor, Hon. Maila Rosario S. Ting-Que, indorsed to the Ninth City Council the above-stated MOA and requested for an authority to sign for and on behalf of the Tuguegarao City Government the said MOA;

**WHEREAS**, after a deliberation in a committee meeting held for the said purpose, the Committee on Education found the request to be in order and beneficial to the concerned students;

**WHEREAS**, after the approval of the concomitant committee report, the Ninth City Council during their 76<sup>th</sup> Regular Session held on January 30, 2024 deemed it proper and necessary to approve the herein resolution.

**NOW, THEREFORE, RESOLVE** as it is hereby **RESOLVED** to approve the Memorandum of Agreement (MOA) between the Tuguegarao City Government and the Cagayan States University (CSU) – Carig Campus for the Student Internship Program (SIP) of Bachelor of Science in Information System (BSIS) students and to grant authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

**RESOLVED FURTHER**, to furnish a copy of this Resolution to the Cagayan States University (CSU) – Carig Campus, for information and proper action.

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

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

The **CAGAYAN STATE UNIVERSITY – CARIG CAMPUS, COLLEGE OF INFORMATION AND COMPUTING SCIENCES**, an educational institution represented in this agreement by its Campus Executive Officer, **DR. ARTHUR G. IBANEZ, ASEAN ENGR.** duly authorized for the purpose, with principal office at CSU-Carig Campus, Carig Sur, Tuguegarao City, Cagayan herein referred to as **HIGHER EDUCATION INSTITUTION (HEI)**.

And

The **CITY GOVERNMENT OF TUGUEGARAO** with official address at Enrile Boulevard, Carig Sur, Tuguegarao City represented by its City Mayor, **HON. MAILA ROSARIO S. TING-QUE** herein referred to as the **HOST TRAINING AGENCY (HTA)**.

### WITNESSETH

**WHEREAS**, HEI envisions a proficient, competent and committed graduates equipped with the knowledge, skills and positive values demanded by the IT Professionals, and; to produce research and extension-service oriented graduates.

**WHEREAS**, HEI has requested for a five hundred (500) hours Internship/On-the-Job Training of fourth year students in Bachelor of Science in Information Technology (BSIT) program through their internship adviser and the HTA has granted the said request.

**WHEREAS**, to ensure the success of this joint undertaking, it is necessary to extend to each other the needed support and cooperation to accomplish this noble intention.

**WHEREAS**, the HEI and the HTA shall exercise due diligence in the supervision and custody of the interns and shall observe proper health and safety protocols. The HTA shall not be liable for any injury or damage caused to the intern except if caused by bad faith and gross negligence on its part.

**NOW THEREFORE**, for and in consideration of the aforementioned premises, the parties hereby mutually agree and bind themselves to the following:

#### I. Roles and Responsibilities of both parties:

##### A. CSU-Carig Campus as the Higher Education Institution (HEI)

1. Planning / Engaging / Orientation
  - a. Formulates local school internship policies and guidelines on selection, placement, monitoring and assessment of student-interns;
  - b. Ensures that the student intern/s will acquire actual and relevant competencies in each learning area, assignment, and schedule of activities. The internship plan shall be part of the internship contract signed by the student intern, Host Training Agency (HTA) and Higher Education Institution (HEI).
  - c. Executes the duly notarized Memorandum of Agreement (MOA) with HTA and HEI;
  - d. Conducts pre-internship orientation/training to student intern/s, as a prerequisite to their deployment to internship venues, on work environment

- issues, including, but not limited to, proper work ethics and laws against sexual harassment and ICT competency development; and
  - e. Ensures that all IATF protocols and guidelines are complied to before the deployment; during the internship program; and/or until such required number of OJT hours is delivered at the HTA.
2. Monitoring and Evaluation
- a. Safeguards student interns undergoing internship from harassment, exploitation, deplorable training conditions and such other conditions that contravene or defeat the purpose of internship;
  - b. Takes appropriate action on any complaint against the student intern/s in accordance with the HEI's policies;
  - c. Monitors and evaluates performance of the student intern jointly with the HTA;
  - d. Monitors the student intern/s and attends to his/her needs and concerns by coordinating with HTA, CHED and other concerned government authorities if necessary;
  - e. Collects copy of duly notarized MOA or training agreement;
  - f. Collects weekly progress, accomplishment and evaluation report, and;
  - g. Issues a final grade to the student intern/s upon completion of HEI's regulations and on grading system and performance assessment of the HTA.

#### **B. City Government of Tuguegarao as the Host Training Agency (HTA)**

- a. Orients the student intern/s on the standard rules and regulations of their establishment.
- b. Encourages student intern/s to develop their personality and professionalism, and to the extent possible, protect the student interns from physical or moral danger;
- c. Provides opportunities for the trainees to be acquainted on the applicability of theories learned to actual Information Technology related practices and supervisory work.
- d. Develops feedback mechanism to the student intern and to the HEI;
- e. Informs the HEI immediately on any problem that may be encountered with the trainees.
- f. Renders proof of high vaccination rate among employees;
- g. Provides health and safety protocols;
- h. Provides contingency plan when there is/ are COVID19 cases;
- i. Evaluates the performance of the trainee during the period of the OJT using the evaluation tool provided by the HEI, and;
- j. Issues certificates of completion for the student interns not later than two weeks after the completion of internship.

#### **II. TERMINATION IN CASE OF DEFAULT**

The internship program shall terminate in the following cases:

1. When a student trainee is found to misbehave and/or commit illegal, fraudulent act(s) which is/are in violation of existing standards, rules and regulations.
2. A student trainee commits gross negligence in the performance of his/her assigned work.

3. When an Officer/employee of the HTA sexually abuses, threatens, or commits any act(s) that is/are detrimental to the well-being of the student-trainee.
4. Other analogous cases.

### **III. DEVELOPED SYSTEMS DURING INTERNSHIP**

In case of developed system/software application of any kind by the intern/s, ownership should be mutually bounded in an agreement, co-owned by the HTA and the HEI, all rights and privileges thereto; acknowledgement or recognition of such shall be given to the interns as developers including the advisor/OJT Coordinator-in-charge.

### **IV. NOTICES AND GENERAL MATTERS**

In case of notices or emergencies, the HTA may contact the HEI through the OJT Coordinator or the College Dean using the fastest means of communication for immediate action.

### **V. 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.

### **VI. CONFIDENTIALITY**

The student intern/s must maintain confidentiality, when and where appropriate, during and after the internship period of all the data, business or trade secrets where such information is not within the public domain and is indicated or understood to be confidential.

### **VII. SEPARABILITY**

If any provision in this MOA is declared invalid by a competent court and/or laws, the remainder of this agreement or any provision therein will not be affected by such declaration of invalidity and shall remain in force and effect.

### **VIII. GOVERNING LAW AND ARBITRATION**

CHED Memo, Philippine Laws, Jurisprudence concerning rights of students.

**IX. DURATION**

This Memorandum of Agreement shall take effect upon the commencement of the internship/on-the-job training and until its termination or completion, unless otherwise terminated earlier upon mutual consent by both contracting parties.

**IN WITNESS WHEREOF**, the parties have hereunto signed this Agreement at Tuguegarao City, Cagayan, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**CAGAYAN STATE UNIVERSITY – CARIG CAMPUS**

By:

**CITY GOVERNMENT OF TUGUEGARAO**

By:

**ARTHUR G. IBAÑEZ, Ph.D., ASEAN ENGR.**

Campus Executive Officer

**HON. MAILA ROSARIO S. TING-QUE**

City Mayor

Witnesses:

**GENERINO P. SIDDAYAO, DIT**

Academic Dean

\_\_\_\_\_  
HTA Representative

**KRISTOFFER C. MANGUSSAD**

Internship Adviser

**ACKNOWLEDGMENT**

Republic of the Philippines )  
Province of Cagayan ) ss.  
Tuguegarao City )

Personally, came and appeared before me on this \_\_\_\_\_, 2024 in Tuguegarao City, Cagayan, Philippines, DR. ARTHUR G. IBAÑEZ and HON. MAILA ROSARIO S. TING-QUE known to me to be the same persons who executed the foregoing instrument, and who acknowledged to me that the same are their free act and voluntary deed.

**WITNESS MY HAND AND SEAL** on the date and at the place first above-written.

Doc. No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;

Series of 2024.

Names of On-the-Job Trainees:

1. John Russel S. Lacanilao
2. Maxene Dorothy O. Calimag
3. Marlyne J. Bingayan
4. Daryl A. Frace
5. Benjamin A. Delcarmen
6. Johua M. Canapi
7. Marlene M. Carag
8. John Denver Gacutan