

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT

February 29, 2024

Submitted by:

COMMITTEE ON EDUCATION

PRESENT:

| | |
|--|----------------------------|
| HON. ARNEL T. ARUGAY | - Chairman |
| HON. MARIA ROSARIO B. SORIANO | - Vice Chairman (via zoom) |
| HON. IMOGEN CLAIRE M. CALLANGAN | - Member |
| HON. GRACE B. ARAGO | - Member (via zoom) |
| HON. CERENE PEARL T. QUILANG | - Member |

GUEST:

| | |
|----------------------------------|---------------------|
| HON. RESTITUTO C. RAMIREZ | - Ex Officio Member |
|----------------------------------|---------------------|

RESOURCE PERSONS:

| | |
|---------------------------------------|---------------------------------|
| MR. DOMINIC B. BAGGAYAN | - LYDO Head |
| MS. MADDYSON MARIE E. M. POBRE | - Miriam College Representative |
| MS. JEMIL C. CUREG | - Miriam College Representative |

FOR THE PRESIDING OFFICER:

The committee met and deliberated on the referral:

COMMITTEE REPORT NO. 080-2024

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the Memorandum of Agreement between the Tuguegarao City Government and Miriam College regarding the Practicum Program of Bachelor of Science in Business Administration major in Financial and Investments Management students, for information and appropriate action, 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 Miriam College regarding the Practicum Program of Bachelor of Science in Business Administration major in Financial and Investments Management 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. There shall be two (2) students who will be deployed at City Investment and Promotion Center (CIPC) who will render 300 hours.
3. The On-the-Job training will start after the approval of the said Memorandum of Agreement (MOA) by the Ninth City Council.

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 Miriam College regarding the Practicum Program of Bachelor of Science in Business Administration major in Financial and Investments Management 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. MARIA ROSARIO B. SORIANO
Vice Chairman



HON. IMOGEN CLAIRE M. CALLANGAN
Member



HON. GRACE B. ARAGO
Member



HON. CERENE PEARL T. QUILANG
Member

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The **MIRIAM COLLEGE**, an educational institution represented in this agreement by its Chair, Business Administration Department, **MS. MILDRED M. SEVILLA, DBA, CMPE**, duly authorized for the purpose, with principal office in Katipunan Avenue, Loyola Heights, Quezon City, herein referred to as **HIGHER EDUCATION INSTITUTION (HEI)**.

And

The **CITY GOVERNMENT OF TUGUEGARAO** with official address at Carig Road Tuguegarao City, Cagayan represented by its **HON. MAILA ROSARIO S. TING-QUE**, City Mayor, 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 Business Professionals, and; to produce research and extension-service oriented graduates.

WHEREAS, HEI has requested for a three hundred eighty (300) hours Internship/On-the-Job Training of senior students in Bachelor of Science in Business Administration Major in Financial and Investments Management 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. Miriam College 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 business and financial competency development; and

e. Ensures that all protocols and guidelines are complied to before the deployment; during the internship program: and/or until such required number of OJ 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 inter/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 inter/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 inter/s upon completion of HEI's regulations and on grading system and performance assessment of the HTA.

B. CITY GOVERNMENT as the Host Training Agency (HTA)

- a. Orients the student inter/s on the standard rules and regulations of their establishment.
- b. Encourages student inter/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. Provides health and safety protocols;
- g. Evaluates the performance of the trainee during the period of the OJT using the evaluation tool provided by the HEI, and;
- h. 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 acts) 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 acts) 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 inter/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.

MIRIAM COLLEGE

CITY GOVERNMENT

By:

By:

**MILDRED M. SEVILLA, DBA,
CMPE**
Chair, Business Administration
Department

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

WITNESSES:

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, MILDRED M. SEVILLA and CITY GOVERNMENT 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.

**DRAFT RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE TUGUEGARAO CITY GOVERNMENT AND THE MIRIAM
COLLEGE FOR THE ON THE JOB TRAINING (OJT) OF BACHELOR OF SCIENCE
IN BUSINESS ADMINISTRATION (BSBA) MAJOR IN FINANCIAL AND
INVESTMENTS MANAGEMENT SENIOR 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, Miriam College has requested the Tuguegarao City Government for the on the job training of the following two (2) Bachelor of Science in Business Administration (BSBA) major in Financial and Investments Management as part of their curriculum:

1. Maddyson Marie Eulita M. Pobre
2. Jemie Cureg

WHEREAS, it is necessary for Miriam College 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 81st Regular Session held on March 4, 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 Miriam College for the On-the-Job Training of Bachelor of Science in Business Administration (BSBA) major in Financial and Investments Management 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 Miriam College, for information and proper action.