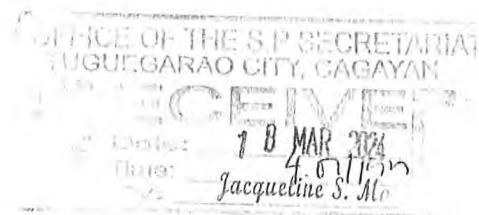




BAGONG PILIPINAS

Republic of the Philippines
Province of Cagayan
Tuguegarao City



OFFICE OF THE CITY MAYOR

18 March 2024

THE PRESIDING OFFICER AND MEMBERS


Sangguniang Panlungsod
This City

Dear **Presiding Officer and Members of the Sanggunian:**

We would like to request for a resolution authorizing the undersigned to represent, enter and sign on behalf of the City Local Government Unit of Tuguegarao in the attached draft Memorandum of Agreement with AMA Computer College Tuguegarao *re.* practicum of identified students.

For your information and appropriate action. Thank you and best regards.

In the name of public service,


MAILA ROSARIO S. TING-QUE
City Mayor



ENDORSEMENT LETTER

March 15, 2024

OFFICE OF THE CITY MAYOR

HON. MAILA ROSARIO S. TING- QUE
Municipal Mayor
Local Government Unit of Tuguegarao City
Carig Regional Center, Tuguegarao City Cagayan

MAR 15 2024
Jut 3:58 PM

Dear Ma'am:

Greetings from **AMA COMPUTER COLLEGE TUGUEGARAO!**

AMA University promotes the success of Senior High School students by providing them the opportunity to achieve greater congruence between basic education and the nation's development targets through work immersion, a required subject that has been incorporated into the SHS curriculum. Work Immersion will help develop among the learner's life and career skills, and will prepare them to make decisions on the post-secondary education or employment. We recognize that maintaining strong relationships through Work Immersion provides our SHS students with a wide variety of activities that offer exposure to the current application of appropriate tools and techniques at work.

With this, we are requesting your reputable office to please accommodate our SHS students namely **Ms. Jamaica Faye T. Oandasan, Ms. Thifany Quesaih D. Cabonatalia, Mr. Kyle Duerme, Mr. Mytchell Earl Lengue, and Mr. Leivin Bariuan**, to immerse in actual work. They are required to complete the minimum but not limited to 80 training hours. Our SHS Work Immersion In-Charge will coordinate with your team to monitor their performance.

We believe that your office can assist them to gain more knowledge and skills and optimize their potentials for future work.

Thank you for being a part in our thrust to provide the youth with quality education.

Truly yours,

CHERRYL C. PASCUA
School Director

2163

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between:

AMA COMPUTER COLLEGE TUGUEGARAO, a private educational institution duly established and operating under the laws of the Republic of the Philippines with address located in #37 CAGGAY HIGHWAY, TUGUEGARAO CITY, CAGAYAN represented by its School Director, CHERRYL C. PASCUA, herein referred to as "**FIRST PARTY**";

and

LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY, a corporation duly organized and operating under the laws of the Republic of the Philippines with office address at LINAO-CARIG Rd, CARIG REGIONAL CENTER, TUGUEGARAO CITY, CAGAYAN, represented by its MUNICIPAL MAYOR, HON. MAILA ROSARIO S. TING-QUE, herein referred to as "**SECOND PARTY**";

AMA COMPUTER COLLEGE TUGUEGARAO and **LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY** shall be referred to individually as "**FIRST PARTY**" and "**SECOND PARTY**" collectively;

I. PURPOSE

This agreement is established between the **AMA COMPUTER COLLEGE TUGUEGARAO** and **LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY**, concerning the design, implementation, monitoring, and evaluation of the SHS WORK IMMERSION PROGRAM for different SHS tracks of the **AMA COMPUTER COLLEGE TUGUEGARAO**.

This MOU covers all selected Grade 12 Senior High School (SHS) student-trainees assigned to undergo at least 80 hours Work Immersion Program for the development of competencies established by the parties.

This agreement seeks to coordinate, facilitate and expedite the implementation of the said program for the exclusive benefit of the parties and the student-trainee concerned.

II. DURATION

This agreement shall commence on _____ and shall terminate on _____, unless otherwise earlier terminated by agreement of both parties. In attaining the purpose set forth in this agreement:

III. OBLIGATIONS

A. LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY will,

- Align the training and development activities relevant to the student trainee's course and which match the current industry standards and needs
- Provide all resources necessary for the proper development of competencies required
- Establish appropriate procedures, guidelines and policies for Work Immersion Program
- Define the role of the Training institution immersion Supervisors and appropriate committee as the case may be

- Inform appropriate personnel and department on the training services being provided by their institution
- Provide student-trainee access to information that will be relevant to the overall achievement of competencies/skills required
- Establish a mechanism for student-trainee evaluation
- Provide at least 80 hours training program for the purpose of exposing grade 12 students to the actual work place setting and augment the competencies provided by the **AMA COMPUTER COLLEGE TUGUEGARAO**.
- Ensure the schedule is for no more than eight consecutive hours per day and must only be between 8:00a.m. to 5:00p.m.
- Expose the students to actual workplace setting and augment the competencies provided by the schools
- Provide a **Certification of Completion** and provide appropriate evaluation performance grades.
- Prohibit students having work immersion in industries and activities considered as hazardous in accordance with Dole Department Order 149-2016:
 - i. Mining and quarrying;
 - ii. Construction;
 - iii. Transportation and storage;
 - iv. Water supply, sewerage, waste management, and remediation activities;
 - v. Forestry and logging;
 - vi. Fishing and aquaculture;
 - vii. Hunting and trapping;
 - viii. Security and investigation;
 - ix. Manufacturing of alcoholic beverages;
 - x. Manufacturing of tobacco;
 - xi. Manufacturing of pyrotechnics;
 - xii. Manufacturing of rubber and plastic;
 - xiii. Manufacturing of products, chemicals, metals, and weapons and ammunitions.

The **LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY**, warrants that it will implement a safe and favorable working condition to the student under the Immersion program and take consideration the level of competency and physical ability of the students in the assignment of tasks and work for the same.

B. AMA COMPUTER COLLEGE TUGUEGARAO will:

- Establish guidelines in the determination, assignment and monitoring of student-trainee performance
- Provide the necessary orientation proper business processes, conduct and ethics to student-trainee
- Conduct periodic monitoring of student-trainee performance
- Provide information required by the Training pertinent to student ranking and standing
- Provide signed Consent forms from the student's parents or student's guardians as applicable.

C. ALL PARTIES TO THIS AGREEMENT WILL:

- Conduct regular consultation meeting for the assessment and evaluation of the program
- Propose policies and guidelines for improvement of the program
- Exchange relevant information on current industry standards
- Adhere to all laws, memorandums, and circulars, especially those pertaining to child protection as provided for in the Guidelines for Work Immersion.

III. LIABILITIES

The **LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY**, acknowledges that the **AMA COMPUTER COLLEGE TUGUEGARAO** is not responsible for any loss or damage caused by its students to the Corporation, its equipment and implements; staff, employees, customers, and such other individuals within the facilities of the **LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY**, during the course of this Memorandum of Understanding or during such time when a student of the **AMA COMPUTER COLLEGE TUGUEGARAO** is under an Immersion program with the **LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY**, further the **AMA COMPUTER COLLEGE TUGUEGARAO** shall not be liable for opportunity losses of the Company during the duration and after the termination of this agreement.

IV. CONFIDENTIALITY AND NONDISCLOSURE

Each party shall have the mutual obligation to treat any and all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational, and technical matters or messages derived from or in connection with this Agreement as strictly private and confidential and shall not in any manner or in any way divulge or release the same unless authorized by the other party, except; (a) as may be required by applicable law or rules and regulations; or (b) to those of its employees, students and personnel with a need to know such information. All reasonable steps shall be taken by each party to ensure that its employees, students and personnel with a need to know such information shall keep such information private and confidential. It is expressly understood by the **AMA COMPUTER COLLEGE TUGUEGARAO** and the students that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational, and technical matters that the **LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY** shall make available to them shall be used for the sole purpose of student training. All of these matters are classified as confidential in nature and proprietary to the Company and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the Company.

V. OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY

Intellectual properties developed by the student as part of his or her regular Work Immersion duties in the company and their corresponding copyrights and/or patents shall belong to the company.

Intellectual properties developed by the student outside of his or her regular Work Immersion duties in the company and their corresponding copyrights and/or patents shall belong to the student, even if the student used the time, facilities, materials of the company unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the company. The above provisions shall apply in proportion to the intellectual properties developed by the student in case intellectual property is jointly developed by the student with an employee or personnel of company unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the company.

VI. OTHER PROVISIONS

It is expressly understood by the PARTIES that there is no employer-employee relationship between the Parties or between the students and Person in charge, however the **LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY**, is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc.

The SHS work immersion program, if implemented in a face-to-face modality, must be in strict compliance with minimum health standards to secure the health and protection of all parties involved. However, in case the alert level where the assigned _____ is located has been raised, the supervision, task assignment, and work immersion activities and undertakings shall be conducted using accessible and available communication, media, and online technologies.

VII. PROCEDURES FOR AMENDMENTS

The Memorandum of Understanding (MOU) may be modified by agreement of the appropriate partners. Any such modification will be preceded by fifteen (15) days written notice to other party of the intent to modify, alter, and revise this agreement and the purpose of such. The parties acknowledge this to be a provisional document, which may require modification. The partners agree to work in good faith to negotiate any such modifications to this agreement.

HON. MAILA ROSARIO S. TING-QUE
 Municipal Mayor
LGU-TUGUEGARAO CITY

CHERRYL C. PASCUA
 School Director
AMACC TUGUEGARAO

Date: _____

Date: _____

SIGNED IN THE PRESENCE OF:

WITNESSES:

 (COMPANY REPRESENTATIVE)

JOLLYNA KATE N. RALLECA
 ACADEMIC COORDINATOR

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)) S.S.

BEFORE ME, a Notary Public for and in _____, on this _____ day of _____ personally appeared the persons named below who have exhibited to me competent proof of their identities:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/PLACE ISSUED

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their free will and voluntary act and deed and that of the entities they respectively represent.

WITNESS MY HAND AND SEAL on the place and date herein above mentioned

Doc. No. _____;
 Page No. _____;
 Book No. _____;
 Series No. 2023