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Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT NO. 140-2025

June 19, 2025

Submitted by:

COMMITTEE ON EDUCATION

PRESENT:

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

RESOURCE PERSONS:

ATTY. RENZ UMAMBONG	- Executive Assistant IV
MR. DOMINIC BAGGAYAN	- LYDO Head
MR. CARLOS DUANE S. GAVINO	- USLT Representative

FOR THE PRESIDING OFFICER:

The committee met and deliberated on the referral:

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the draft Memorandum of Agreement between the Tuguegarao City Government and University of Saint Louis Tuguegarao relative to the Professional Exposure Program (PEP) of its Bachelor of Science in Psychology (BS PSYCH) students.

FINDINGS:

1. Hon. Maila Rosario S. Ting-Que indorsed to the Ninth City Council the Memorandum of Agreement between the Tuguegarao City Government and University of Saint Louis Tuguegarao relative to the Professional Exposure Program (PEP) of its Bachelor of Science in Psychology (BS PSYCH) students.
2. The University of Saint Louis Tuguegarao envisions as integral human formation of future professionals in their chosen fields of study thereby optimizing training and industry immersion to enhance the students' practical knowledge, laboratory skills, desirable attitudes; work values, competencies and discipline as they are exposed to workplaces, and relate to clients colleagues, and other personnel, in a realistic work environment.
3. There shall be 2 students who shall undergo 150 hours On-the-Job Training and will be deployed at Human Resource Management Office.

4. The On-the-Job Training of the said students will start right 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 to be in order and beneficial to the constituents of Tuguegarao City particularly the students concerned, the committee recommends the approval of Memorandum of Agreement between the Tuguegarao City Government and University of Saint Louis Tuguegarao relative to the Professional Exposure Program (PEP) of its Bachelor of Science in Psychology (BS PSYCH) students and authorize the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said Memorandum of Agreement.

Respectfully submitted:


HON. ARNEL T. ARUGAY
Chairman


HON. CERENE PEARL T. QUILANG
Member


HON. IMOGEN CLAIRE M. CALLANGAN O.S.
Member


HON. GRACE B. ARAGO O.S.
Member

**DRAFT RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE TUGUEGARAO CITY GOVERNMENT WITH THE UNIVERSITY OF
SAINT LOUIS TUGUEGARAO FOR THE PROFESSIONAL EXPOSURE PROGRAM
OF ITS BACHELOR OF SCIENCE IN PSYCHOLOGY 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 455(b)(1)(vi) of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, grants the Local Chief Executive the power to enter into contracts for and on behalf of the local government unit upon 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 in its different offices, thereby helping them put to practice their learnings in school;

WHEREAS, the University of Saint Louis Tuguegarao (USLT) has requested the Tuguegarao City Government for the Professional Exposure Program of the following Bachelor of Science in Psychology as part of their curriculum:

1. Galano, Trishia Chrizelle P.

2. Lamer, Raven Anne

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

WHEREAS, there shall be two (2) students who shall undergo 150 hours Professional Exposure Program and will be deployed at Human Resource Management Office;

WHEREAS, the City Mayor, Hon. Maila Rosario S. Ting-Que, requested the Ninth City Council to grant her 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 142nd Regular Session held on June 24, 2025 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 University of Saint Louis Tuguegarao for the Professional Exposure Program of Bachelor of Science in Psychology 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 University of Saint Louis Tuguegarao, for information and proper action.

HON. MAILA ROSARIO S. TING-QUE
City Mayor



OFFICE OF THE GLOCAL PARTNERSHIPS AND ENGAGEMENT	Document No.: EOMS-FM-GPE-016
	Revision No.: 01
MEMORANDUM OF AGREEMENT	Effectivity Date: December 19, 2024

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (this "Agreement") for **Psychology Internship** is made and entered into this **12th of May 2025** in Tuguegarao City, by and between:

The **UNIVERSITY OF SAINT LOUIS TUGUEGARAO**, a private, Catholic, non-stock, non-profit higher educational institution registered under the laws of the Republic of the Philippines with business address at Mabini Street, Tuguegarao City, Cagayan represented by its University President, **REV. FR. MACWAYNE N. MANIWANG, CICM, PhD**, and hereinafter referred to as the **FIRST PARTY**.

and

The **LOCAL GOVERNMENT UNIT- TUGUEGARAO CITY** with the official address at the Regional Government Center, Carig Sur, Tuguegarao City, Cagayan, represented in this agreement by **HON. MAILA ROSARIO S. TING-QUE**, City Mayor, hereinafter referred to as the **SECOND PARTY**.

collectively, the **FIRST PARTY** and the **SECOND PARTY** shall be referred to as "Parties".

WITNESSETH: That-

WHEREAS, the **FIRST PARTY** envisions an integral human formation of future professionals in their chosen fields of study thereby optimizing training and industry immersion to enhance the students' practical knowledge, laboratory skills, desirable attitudes; work values, competencies, and discipline as they are exposed to workplaces, and relate to clients, colleagues, and other personnel, in a realistic work environment.

WHEREAS, the **SECOND PARTY**, in its desire to contribute to the development of the future professionals, has agreed to provide mentoring and training to the students of the **FIRST PARTY** in order to aid them in honing their skills and abilities in the form of an On-the-Job Training (OJT)/Industry Immersion Program in cooperation and support to the **Partner-University**;

WHEREAS, the **FIRST PARTY** recognizes the **SECOND PARTY's** capacity and competence to mentor, guide, and train its students through the OJT Program; and thus has requested for an on-the-job training for Psychology students;

WHEREAS, the **SECOND PARTY** is willing to accept the **FIRST PARTY's** students, (hereinafter referred to as the "**STUDENT-INTERNS**"), while the **FIRST PARTY** is willing to participate in the **SECOND PARTY's** Professional Exposure Program, subject to the rules and regulations and policies of the **FIRST PARTY** and those of its training programs as may now be existing or may hereafter be promulgated;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Nature and Scope

This Agreement shall provide a suitable mechanism by which the assignment, training, and mentoring of the **STUDENT-INTERNS** from the **FIRST PARTY** to the **SECOND PARTY** can be effectively implemented.

2. Responsibilities of the FIRST PARTY:

That the **FIRST PARTY** shall:

2.1.1. be responsible for the following:

REV. FR. MACWAYNE N. MANIWANG, CICM, PhD
University President

LUISA B. AQUINO, EDD
Vice President for Academic

HERBERT S. CORTUZ, EDD
Vice President for Finance

- a. designate a Professional Exposure Program Coordinator who shall coordinate with the **SECOND PARTY** on the procedure and pre-requisites of the Professional Exposure Program for the benefit of the **STUDENT-INTERNS**;
 - b. inform the **STUDENT-INTERNS** of the curricular and other requirements of the training prior to the start of the Professional Exposure Program;
 - c. monitor the progress of the **STUDENT-INTERNS**, coordinate with the **SECOND PARTY** to determine the status and progress of the **STUDENT-INTERNS**, and guide **STUDENT-INTERNS** to maximize their learning experience, conducting consultation meetings whenever necessary for the said purpose;
 - d. evaluate the performance of the **STUDENT-INTERNS** jointly with the **STUDENT-INTERNS** based on the Professional Exposure Program;
 - e. assume full responsibility over the **STUDENT-INTERNS** during the Professional Exposure Program, and warrants that it shall be responsible for the health and well-being of its student-affiliates during the duration of this Agreement; and
 - f. prepare the Professional Exposure Program or proposed areas of skills in coordination with the **SECOND PARTY** where the **STUDENT-INTERNS** need further training and experience.
- 2.2. renounce and waive any claim against the **SECOND PARTY** for any injuries or losses that the student-affiliates may sustain or suffer, personal or pecuniary, in the performance of their duties and functions while under training not attributable to the negligence or willful act or omission of any of the personnel, officers, and agents of the **SECOND PARTY**;
 - 2.3. exert reasonable efforts that the **STUDENT-INTERNS** settle all their responsibilities before the termination of this Agreement;
 - 2.4. withdraw from the Professional Exposure Program, if the **STUDENT-INTERNS** are found to misbehave or to be in violation of the existing policies, rules, and regulations of the **SECOND PARTY**, and shall impose necessary sanctions on the said **STUDENT-INTERNS** in connection therewith;
 - 2.5. provide feedback to the **SECOND PARTY** on the overall implementation of the Professional Exposure Program through the conduct of a post-training review, if necessary;
 - 2.6. inform the **STUDENT-INTERNS** to complete the requirements of the Professional Exposure Program as well as other requirements made known to the **STUDENT-INTERNS**.
 - 2.7. inform the **STUDENT-INTERNS** to strictly observe and comply with the policies, rules, and regulations governing the Professional Exposure Program set forth by the **SECOND PARTY** during and in the course of the training;
 - 2.8. inform the **STUDENT-INTERNS** to be personally responsible for claims and liabilities for personal injury or damages or losses of the **SECOND PARTY**'s property, equipment, and supplies they may cause in the course of their Professional Exposure Program which, when required by the circumstance, shall be determined by a fact-finding body created for the purpose.
 - 2.9. inform the **STUDENT-INTERNS** to present their work output to their Professional Exposure Program Coordinator as part of the main requirement for completion of the Professional Exposure Program.
 - 2.10. inform the **STUDENT-INTERNS** and parents/guardian concerned that they do not and will not have any claim against the **SECOND PARTY** for any injury or loss that the **STUDENT-AFFILIATES** may sustain or may suffer, personal or pecuniary, in the performance of their duties and functions while undertaking the Professional Exposure Program, unless such is attributable to the negligence or fault of any of the employees, officers, or personnel of the **SECOND PARTY**.
 - 2.11. upon the completion and/or termination of the Professional Exposure Program, the **FIRST PARTY** shall ensure that the **STUDENT-INTERNS** shall return to the **SECOND PARTY** all documents and property of the **SECOND PARTY**, including but not necessarily limited to: reports, manuals, correspondence, customer lists,

computer programs, and all other materials and all copies thereof relating in any way to the **SECOND PARTY's** business, or in any way obtained during Professional Exposure Program.

3. Rights and obligations of the **SECOND PARTY**

3.1. The **SECOND PARTY** shall make its staff and facilities available for the Professional Exposure. It shall:

- a. orient the **STUDENT-INTERNS** on the standard policies, rules, and regulations of the **SECOND PARTY** and the Professional Exposure Program;
- b. accommodate the **STUDENT-INTERNS** for the Professional Exposure Program and provide course-related assignments, actual work experience, training not limited to online workshop, presentation, project reporting, and adequate tools as needed to enable them to perform their duties;
- c. provide a safe and conducive working environment for the **STUDENT-INTERNS** and ensure that they are amply protected from harassment, exploitation or any incident which shall put under peril their life, health, honor and property;
- d. provide the time-schedule and monitor the **STUDENT-INTERNS'** progress through their attendance, weekly reporting, and submission of other reportorial documents;
- e. in the conduct of face-to-face training of **STUDENT-INTERNS** in the implementation of this Agreement, the **SECOND PARTY** shall abide by the provisions of the Commission on Higher Education – Department of Health Joint Memorandum Circular (CHED-DOH JMC) No. 2021-004 dated 15 December 2021, and all other relevant issuances pertaining to minimum public health standards.

3.2. The **SECOND PARTY** shall coordinate with the **FIRST PARTY** in order to maximize the learning of the **STUDENT- INTERNS** and address valid concerns.

3.3. The **SECOND PARTY** shall not be liable for any litigation involving the **STUDENT-INTERNS** due to the latter's negligence and acts done in violation of the rules and regulations of the Professional Exposure Program. The **SECOND PARTY** may, at its discretion, provide all the necessary cooperation and assistance to the **STUDENT-INTERNS** concerned.

3.4. The **SECOND PARTY** reserves the right to dismiss the **STUDENT-INTERNS** who have been proven to be in breach or in violation of the Professional Exposure Program, misdemeanor, improper behavior, violation of the **SECOND PARTY** rules, regulations, and policies, and other similar causes in the course of their stay at the **SECOND PARTY's** as determined by a fact-finding committee composed of representatives from both **PARTIES**.

3.5. To issue the following after the completion of the Professional Exposure Program:

- 3.5.1. Certificate of Completion;
- 3.5.2. **STUDENT INTERNS** Evaluation; and
- 3.5.3. Certificate of Recognition/Commendation, if applicable.

4. Responsibilities of the Student-Interns

4.1. Submit a certificate of parental consent waiving any responsibility of the school and the cooperating agency for any untoward incident caused by circumstances beyond control in the performance of their functions while under the Professional Exposure Program.



- 4.2. Wear the on-the-job uniform while undergoing a professional exposure program.
- 4.3. Shoulder all the expenses related to the professional exposure program. No compensation shall be received by the student while undergoing the professional exposure program.
- 4.4. Prohibited from bringing out any cooperating agency's equipment, documents, supplies, etc. unless instructed by the supervisor.
- 4.5. Be prohibited from bringing into the cooperating agency any dangerous weapon and/or prohibited drugs.
- 4.6. Be prohibited from not entering the cooperating agency's premises if the student is under the influence of liquor or any prohibited drugs.
- 4.7. Ensure that all information written and heard about the cooperating agency is in strict confidentiality.
- 4.8. Abide by the rules and regulations of the cooperating agency.
- 4.9. Observe proper time in and out, morning and afternoon during the duration of the professional exposure program.
- 4.10. Render one hundred-fifty (150) hours of professional exposure program as prescribed in the curriculum.

5. Responsibilities of Both Parties

Both the FIRST PARTY and SECOND PARTY shall:

- 5.1. Monitor the progress of the partnership and make sure that provisions of this Memorandum of Agreement (MoA) are met through the joint steering committee.
- 5.2. Coordinate with each other through the professional exposure program coordinator, in the discharge of their respective functions by holding regular consultations.

6. Effectivity of the Agreement:

With the concurrence of both parties, this contract is valid during the training period of the students on **June to July 2025 or upon reaching the prescribed number of professional exposure program hours, whichever will come first.** It shall take effect upon signing of the parties and may be terminated by any party before the expiration of its term without the need of the concurrence of the other party or judicial action should there be any violation of the terms and condition herein contained by submitting a written notice to offending party indicating therein the violation committed.

7. No Employer-Employee Relationship

The **SECOND PARTY** shall not be obligated to employ the **STUDENT-INTERNS** upon completion of the Professional Exposure Program. It shall be understood that there shall be no employer-employee relationship between the **SECOND PARTY** and the **STUDENT-INTERNS** as a consequence of this Agreement.

8. Dispute Resolution

- a. The Parties shall attempt in good faith to resolve any dispute promptly by negotiations between authorized representatives of the Parties. A Party seeking resolution of a dispute shall submit such dispute for resolution by serving a written notice of the dispute ("Dispute Notice") to the other Party.



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- b. Within seven (7) days from receipt by the other Party of the Dispute Notice (or such longer period as may be agreed upon by the Parties), the Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to resolve the dispute. If the dispute has not been resolved within fifteen (15) days from receipt of the Dispute Notice, or if the Parties fail to meet within seven (7) days from the receipt of the Dispute Notice (in each case, or such longer period as may be agreed upon by the Parties), a Party may submit the dispute to the proper courts pursuant to the succeeding paragraphs.
- c. Any legal action that may arise by reason of, or in connection with, a dispute, shall be brought exclusively in the proper courts of Tuguegarao City, to the exclusion of other co- equal courts, bodies and agencies of competent jurisdiction.
- d. In the course of resolving disputes under this Agreement, to the extent practicable, the Parties shall continue to perform the terms and conditions of this Agreement that are not in dispute.

9.

Confidentiality

- a. The Parties shall, at all times, keep the confidentiality of information. It is understood that all information received and/or gathered by the **FIRST PARTY** and **STUDENT-INTERNS** on the operations and business matters of the **SECOND PARTY** are classified as confidential in nature and proprietary to the **SECOND PARTY**. The **FIRST PARTY** and **STUDENT-INTERNS** hereby undertake to prevent the transfer of confidential information, directly or indirectly, by any of its administration, faculty, employees, students, or members, consciously or unconsciously, to any Party without the **SECOND PARTY's** knowledge and written consent.
- b. The Parties shall, in the performance of their obligations under this Agreement, ensure the privacy and security of any confidential, privileged, personal, and/or sensitive personal information that the Parties, including its officers, employees, and agents, and the **STUDENT-INTERNS** may have access to, and shall store, use, process and dispose the said confidential, privileged, personal and/or sensitive personal information in accordance with Republic Act No. 10173 otherwise known as the "Data Privacy Act of 2012," and its Implementing Rules and Regulations and applicable issuances issued by the National Privacy Commission.
- c. This clause shall survive the termination or expiration of this Agreement. Any violation of this clause and any of the provisions of the Data Privacy Act and its Implementing Rules and Regulations, by the Parties including their officers, employees, and agents, and by the **STUDENT-INTERNS** shall be subject to the corresponding sanctions, penalties, or fines under the said law without prejudice to any other civil and/or criminal liability, as may be applicable.
- d. All Confidential Information of the **SECOND PARTY** is acknowledged by the **FIRST PARTY** and **STUDENT-INTERNS** to be the property of the **SECOND PARTY** and the disclosure of the Confidential Information does not confer any rights or licenses to that Confidential Information in favor of the **FIRST PARTY** and **STUDENT-INTERNS**, except as expressly provided under this Agreement. Each Party shall retain all rights, title, and interest to such Party's Confidential Information.

10.

Termination

- a. This Agreement may be terminated upon violation or non-compliance with any terms and conditions stipulated herein. Either Party shall make notice of termination at least thirty (30) days prior the intended date of termination.
- b. Notwithstanding the foregoing, in the event that the **STUDENT-INTERNS** materially violates any of the **SECOND PARTY** policies, the **SECOND PARTY** shall have the right to immediately, with due process, terminate the Professional Exposure Program in relation to such **STUDENT-INTERNS** by serving a written notice to the **FIRST PARTY**.

11.

Entire Agreement and Amendment/s

- a. This Agreement constitutes the entire agreement between the Parties and supersedes any prior, contemporaneous, oral, or written representations regarding the subject matter hereof.
- b. This Agreement may not be modified except by a written instrument signed by the Parties.



12. Non-Liability of the Agreement

The **SECOND PARTY** shall not be responsible for injuries that may be sustained by the students during their training or that arise from their negligence, or for acts beyond the control of the **SECOND PARTY** and of the students.

13. Severability

If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement will not be affected, and the Parties will use their reasonable efforts to substitute one or more valid, legal and enforceable provisions which, insofar as practicable, implement the purposes and intent hereof. To the extent permitted by applicable law, each Party waives any provision of law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

HON. MALAROSARIO S. TINGQUE
City Mayor

REV. FR. MACWAYNE N. MANIWANG, CICM, PhD
University President

LUISA B. AQUINO, EdD
Vice President for Academics

HERBERT S. CORPUZ, EdD
Academic Dean



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IN WITNESS WHEREOF, the Parties hereto affix their signatures on this instrument in Tuguegarao City, Cagayan, Philippines this _____.

<p>REV. FR. MACWAYNE N. MANIWANG, CICM, PhD University President University of St. Louis Tuguegarao</p>		<p>HON. MAILA ROSARIO S. TING-QUE City Mayor Local Government Unit- Tuguegarao City</p>
<p>Witnesses:</p> <p>LUISA B. AQUINO, EdD Vice President for Academics</p>		
<p>HERBERT S. CORPUZ, EdD Academic Dean, School of Education, Criminology, Arts, and Psychology</p>		



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ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO before me this _____ day of _____ in Tuguegarao City, personally appeared:

Name	Valid Identification	Place of Issue
REV. FR. MACWAYNE N. MANIWANG, CICM, PhD	Driver's License K-07-06- 000884	
HON. MAILA ROSARIO S. TING-QUE		

known to me and known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their voluntary act and deed of the institution/ organization they respectively represent.

This Instrument refers to a Memorandum of Agreement consisting of eight (8) pages including this page wherein this acknowledgment is written, and signed by the parties and their witnesses on each page thereon.

WITNESS MY HAND AND SEAL.

Doc. No. _____
Page No. _____
Book No. _____
Series No. 2025

Notary Public