

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT NO. 288-2024
December 12, 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 (via zoom)
HON. GRACE B. ARAGO	- Member

RESOURCE PERSONS:

MR. DOMINIC BAGGAYAN	-LYDO Head
MS. BELLA SIAZON	-USLT Representative

GUESTS:

HON. RONALDO S. ORTIZ	- City Councilor
HON. JUDE T. BAYONA	- City Councilor
HON. TIRSO V. MANGADA	- City Councilor

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 internship of its Bachelor of Science in Management Accounting students

FINDINGS:

1. Hon. Maila Rosario S. Ting-Que indorsed to the Ninth City Council, requesting for an authority to represent, enter and sign for and on behalf of the Tuguegarao City Government the draft Memorandum of Agreement with University of Saint Louis Tuguegarao relative to the On-the-Job Training of identified students.
2. The University of Saint Louis Tuguegarao 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.

3. There are 10 students who are expected to complete 400 hours for their Practicum at the City Treasurer's Office and City Accounting Office.
4. The On-the-Job Training of the students will start after the approval of the herein 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 internship of its Bachelor of Science in Management Accounting 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. MARIA ROSARIO B. SORIANO
Vice Chairman


HON. IMOGEN CLAIRE M. CALLANGAN
Member


HON. GRACE B. ARAGO
Member

DRAFT RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE TUGUEGARAO CITY GOVERNMENT WITH THE UNIVERSITY OF SAINT LOUIS TUGUEGARAO FOR THE ON-THE-JOB TRAINING OF BACHELOR OF SCIENCE IN MANAGEMENT ACCOUNTING (BSMA) 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 in its different offices, thereby helping them put to practice their learnings in school;

WHEREAS, the University of Saint Louis Tuguegarao has requested the Tuguegarao City Government for the on-the-job training of the following Bachelor of Science in Management Accounting (BSMA) students as part of their curriculum;

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, 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 119th Regular Session held on December 17, 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 University of Saint Louis Tuguegarao for the on-the-job training of Bachelor of Science in Management Accounting (BSMA) 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.



SCHOOL OF ACCOUNTANCY, BUSINESS, AND HOSPITALITY

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and entered 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, Cagayan represented by its University President, **REV. FR. MACWAYNE N. MANIWANG, CICM, PhD**, and hereinafter referred to as the "**UNIVERSITY**".

and

The **LOCAL GOVERNMENT UNIT-CITY OF TUGUEGARAO** with official address at Carig Sur, Tuguegarao City represented herein by its City Mayor, **HON. MAILA ROSARIO S. TING-QUE** hereinafter referred to as the "**PARTNER AGENCY**":

collectively, the **UNIVERSITY** and the **PARTNER AGENCY** shall be referred to as "Parties".

WITNESSETH: That-

WHEREAS, the **UNIVERSITY** 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 **PARTNER AGENCY**, in its desire to contribute to the development of the future professionals, has agreed to provide mentoring and training to the students of the **UNIVERSITY** 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 **UNIVERSITY** recognizes the **PARTNER AGENCY**'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 identified senior Bachelor of Science in Management Accounting students:

Name of student-Interns

WHEREAS, the **PARTNER AGENCY** is willing to accept the **UNIVERSITY**'s students, (hereinafter referred to as the "**STUDENT TRAINEE/S**"), while the **UNIVERSITY** is willing to participate in the **PARTNER AGENCY**'s OJT Program, subject to the rules and regulations and policies of the **PARTNER AGENCY** 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 TRAINEE/S** from the **UNIVERSITY** to the **PARTNER AGENCY** can be effectively implemented.

2. Term and Effectivity

- a. The period of the OJT/ Industry Immersion Program for the **STUDENT TRAINEE/S** shall cover **Four hundred (400) hours**.



SCHOOL OF ACCOUNTANCY, BUSINESS, AND HOSPITALITY

- b. This Agreement shall take effect on **January 15 to April 15, 2024** and/or until the required 400 training hours is completed by the student
- c. This Agreement may be extended or renewed under terms and conditions mutually agreed upon by the Parties in writing at any time prior to its revocation or termination.

3. Rights and Obligations of the UNIVERSITY

- 3.1. The **UNIVERSITY** shall field its **STUDENT TRAINEE/S** for the OJT /Industry Immersion Program to the **PARTNER AGENCY** for the second semester, School Year 2024-2025. It shall be responsible for the following:
 - a. Designate an OJT/Industry Immersion Program Coordinator who shall coordinate with the **PARTNER AGENCY** on the procedure and prerequisites of the OJT Program for the benefit of the **STUDENT TRAINEE/S**;
 - b. Inform the **STUDENT TRAINEE/S** of the curricular and other requirements of the OJT Program prior to the start of the OJT Program;
 - c. Monitor the progress of the **STUDENT TRAINEE/S**, coordinate with the **PARTNER AGENCY** to determine the status and progress of the **STUDENT TRAINEE/S**, and guide the **STUDENT TRAINEE/S** to maximize their learning experience, conducting consultation meetings whenever necessary for the said purpose;
 - d. Evaluate the performance of the **STUDENT TRAINEE/S** jointly with the **PARTNER AGENCY** based on the OJT Program;
 - e. Provide a safe and conducive working environment for the **STUDENT TRAINEE/S** and ensure that they are amply protected from harassment, exploitation or any incident which shall put under peril their life, health, honor and property;
 - f. Assume full responsibility over the **STUDENT TRAINEE/S** during the OJT Program, and warrants that it shall be responsible for the health and well- being of its student-interns during the duration of this Agreement.
 - g. Prepare the OJT Program or proposed areas of skills in coordination with the **PARTNER AGENCY** where the **STUDENT TRAINEE/S** need further training and experience; and,
- 3.2. The **UNIVERSITY** shall renounce and waive any claim against the **PARTNER AGENCY** for any injuries or losses that the student-interns 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 **PARTNER AGENCY**.
- 3.3. The **UNIVERSITY** shall exert reasonable efforts that the **STUDENT TRAINEE/S** settle all their responsibilities before the termination of this Agreement.
- 3.4. The **UNIVERSITY** shall withdraw from the OJT Program the **STUDENT TRAINEE/S** found to misbehave or to be in violation of the existing policies, rules, and regulations of the **PARTNER AGENCY** and shall impose necessary sanctions on the said **STUDENT TRAINEE/S** in connection therewith.
- 3.5. The **UNIVERSITY** shall provide feedback to the **PARTNER AGENCY** on the overall implementation of the OJT Program through the conduct of a post-training review, if necessary.
- 3.6. The **UNIVERSITY** shall duly inform the **STUDENT TRAINEE/S** that it shall be the primary responsibility of the **STUDENT TRAINEE/S** to complete the requirements of the OJT Program as well as other requirements made known to the **STUDENT TRAINEE/S**.

SCHOOL OF ACCOUNTANCY, BUSINESS, AND HOSPITALITY

- 3.7. The **UNIVERSITY** shall duly inform the **STUDENT TRAINEE/S** that they shall strictly observe and comply with the policies, rules and regulations governing the OJT Program set forth by the **PARTNER AGENCY** during and in the course of the training.
- 3.8. The **UNIVERSITY** shall duly inform the **STUDENT TRAINEE/S** that they shall be personally responsible for claims and liabilities for personal injury or damages or losses of the **PARTNER AGENCY's** property, equipment, and supplies they may cause in the course of their OJT Program which, when required by the circumstance, shall be determined by a fact-finding body created for the purpose.
- 3.9. The **UNIVERSITY** shall duly inform the **STUDENT TRAINEE/S** they shall present their work output to their OJT Mentor or Guide as part of the main requirement for completion of the OJT Program.
- 3.10. The **UNIVERSITY** shall duly inform the **STUDENT TRAINEE/S** and parents/guardian concerned that they do not and will not have any claim against the **PARTNER AGENCY** for any injury or loss that the **STUDENT TRAINEE/S** may sustain or may suffer, personal or pecuniary, in the performance of their duties and functions while undertaking the OJT Program, unless such is attributable to the negligence or fault of any of the employees, officers, or personnel of the **PARTNER AGENCY**.
- 3.11. Upon the completion and/or termination of the OJT Program, the **UNIVERSITY** shall ensure that the **STUDENT TRAINEE/S** shall return to the **PARTNER AGENCY** all documents and property of the **PARTNER AGENCY**, 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 **PARTNER AGENCY's** business, or in any way obtained during the course of OJT Program.

4. **Rights and Obligations of the PARTNER AGENCY**

4.1. The **PARTNER AGENCY** shall make its staff and facilities available for the OJT Program of the **STUDENT TRAINEE/S** of the **INSTITUTION**. It shall be responsible for the following:

- a. Designate an OJT Mentor or Guide to the **STUDENT TRAINEE/S**. The OJT Mentor or Guide will supervise, mentor, and guide the **STUDENT TRAINEE/S** through the course of the OJT Program;
- b. Orient the **STUDENT TRAINEE/S** on the standard policies, rules, and regulations of the **PARTNER AGENCY** and the OJT Program;
- c. Accommodate the **STUDENT TRAINEE/S** for the OJT 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;
- d. Provide the time-schedule and monitor the **STUDENT TRAINEE/S'** progress through their attendance, weekly reporting, and submission of other reportorial documents;
- e. Provide a safe and conducive working environment for the **STUDENT TRAINEE/S** and ensure that they are amply protected from harassment, exploitation or any incident which shall put under peril their life, health, honor and property;
- f. In the conduct of face-to-face training of **STUDENT TRAINEE/S** in the implementation of this Agreement, the **PARTNER AGENCY** 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.



SCHOOL OF ACCOUNTANCY, BUSINESS, AND HOSPITALITY

- 4.2. The **PARTNER AGENCY** shall coordinate with the **UNIVERSITY** in order to maximize the learning of the **STUDENT TRAINEE/S** and address valid concerns.
- 4.3. The **PARTNER AGENCY** shall not be liable for any litigation involving the **STUDENT TRAINEE/S** due to the latter's negligence and acts done in violation of the rules and regulations of the OJT Program. The **PARTNER AGENCY** may, at its discretion, provide all the necessary cooperation and assistance to the **STUDENT TRAINEE/S** concerned.
- 4.4. The **PARTNER AGENCY** reserves the right to dismiss the **STUDENT TRAINEE/S** who have been proven to be in breach or in violation of the OJT Program, misdemeanor, improper behavior, violation of the **PARTNER AGENCY's** rules, regulations and policies, and other similar causes in the course of their stay at the **PARTNER AGENCY** as determined by a fact-finding committee composed of representatives from both **PARTIES**.
- 4.5. The **PARTNER AGENCY** shall issue the following after the completion of the OJT Program:
- 4.5.1. Certificate of Completion;
- 4.5.2. **STUDENT TRAINEE/S** Evaluation; and
- 4.5.3. Certificate of Recognition/Commendation, if applicable.

5. Affiliation and Other Fees

No fees/affiliation charges shall be collected from the **STUDENT TRAINEE/S** during the course of the OJT Program.

6. No Employer-Employee Relationship

The **PARTNER AGENCY** shall not be obligated to employ the **STUDENT TRAINEE/S** upon completion of the OJT Program. It shall be understood that there shall be no employer-employee relationship between the **PARTNER AGENCY** and the **STUDENT TRAINEE/S** as a consequence of this Agreement.

There is no employer-employee relationship between the **PARTNER AGENCY** and the **STUDENT TRAINEE**. The **STUDENT TRAINEE** shall not be entitled to compensation / benefits accorded to an employee. However, the **PARTNER AGENCY** may grant the student intern a training allowance, if possible, in accordance with the **PARTNER AGENCY's** existing rules and regulations.

Since the student intern is not an employee of the **PARTNER AGENCY**, he/she is not to be subjected to mandatory overtime (OT) nor be required to work during holidays.

7. 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.
- 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.



SCHOOL OF ACCOUNTANCY, BUSINESS, AND HOSPITALITY

- 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.

8. 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 **UNIVERSITY** and **STUDENT TRAINEE/S** on the operations and business matters of the **PARTNER AGENCY** are classified as confidential in nature and proprietary to the **PARTNER AGENCY**. The **UNIVERSITY** and **STUDENT TRAINEE/S** hereby undertake to prevent 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 **PARTNER AGENCY'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 and all confidential, privileged, personal and/or sensitive personal information that the Parties, including its officers, employees, and agents and the **STUDENT TRAINEE/S** 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 TRAINEE/S** 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 **PARTNER AGENCY** is acknowledged by the **UNIVERSITY** and **STUDENT TRAINEE/S** to be the property of the **PARTNER AGENCY** and the disclosure of the Confidential Information does not confer any rights or licenses to that Confidential Information in favor of the **UNIVERSITY** and **STUDENT TRAINEE/S**, except as expressly provided under this Agreement. Each Party shall retain all rights, title and interest to such Party's Confidential Information.

9. Termination

- a. This Agreement may be terminated upon violation or non-compliance with any terms and condition 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 TRAINEE/S** materially violates any of the **PARTNER AGENCY** policies, the **PARTNER AGENCY** shall have the right to immediately, with due process, terminate the OJT Program in relation to such **STUDENT TRAINEE/S** by serving a written notice to the **UNIVERSITY**.

10. Entire Agreement and Amendment/s



SCHOOL OF ACCOUNTANCY, BUSINESS, AND HOSPITALITY

- 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.

11. **Governing Law**

This Agreement shall be governed by the laws of the Republic of the Philippines.

12. **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.

IN WITNESS WHEREOF, the Parties have affixed their signatures on the date and at the place as mentioned below.

UNIVERSITY OF SAINT LOUIS TUGUEGARAO
By

LOCAL GOVERNMENT UNIT-CITY OF TUGUEGARAO
By

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

HON. MAILA ROSARIO S. TING-QUE
City Mayor

SIGNED IN THE PRESENCE OF:

RIZZA V. RAMOS, DHM
Academic Dean
School of Accountancy, Business and Hospitality

NAME OF SUBORDINATE
Position
Company

ROVELLE CONCEPCION S. SIAZON, CPA, DBA
Internship Instructor

ACKNOWLEDGEMENT

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, Ph.D.	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 seven (7) pages including this page wherein this acknowledgement is written, signed by the parties and their witnesses on each page thereon.

WITNESS MY HAND AND SEAL.

Doc. No. _____
Page No. _____
Book No. _____
Series No. 2024

Notary Public